

THE COMPANIES ACT, 1965

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

MALAYSIA BUILDING SOCIETY BERHAD

Incorporated on the 17th day of March, 1970

THE COMPANIES ACT, 1965

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

MALAYSIA BUILDING SOCIETY BERHAD

1. The name of the Company is “**MALAYSIA BUILDING SOCIETY BERHAD**”. *Name*
2. The registered office of the Company will be situated in Malaysia. *Registered Office*
3. The objects for which the Company is established are:- *Objects*
 - (1) To acquire and take over the existing undertaking and operations in Malaysia and other assets of Malaya Borneo Building Society Limited. *To acquire undertaking*
 - (2) To promote, apply for and obtain such acts of legislature as may be necessary or desirable for the establishment and operation of a building society and to negotiate for and endeavour to obtain from the Government conventions, rights, privileges or other assistance in furtherance of that object. *Establishment of Building Society*
 - (3) To modify the constitution of the Company to conform with any building society legislation that may become effective or in any other way which may be considered advantageous for carrying out the objects of the Company, and to procure for the Company any legislative or other powers which may be necessary or desirable for that purpose. *To amend Constitution of Company*
 - (4) To borrow money or to receive money on deposits whether or not on current account, deposit account, savings account or other similar accounts either without any form of security or secured upon the security of freehold or leasehold property debentures, debenture stock (perpetual or terminable), mortgage or other security. *Advances upon Security*
 - (5) To lend or advance money on deposit or give credit to any person or company whether as secured or unsecured lender; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any persons or company; to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company, whether with or without any form of security by way of mortgage or otherwise, on leasehold or freehold property, movable or immovable property, mixed securities, cash credit or other accounts, policies, bonds, debentures, bills of exchange, promissory notes, letters of credit or other obligations, on the deposit of title deeds, goods, wares and merchandise, bills of lading, *Other Advances*

delivery orders, railway receipts or other mercantile indicia, stocks or shares, and of discounting, buying, selling and dealing, in bills of exchange, promissory notes, coupons, drafts, bills of lading, railway receipts, warrants, debentures, certificates, scripts and other instruments and securities whether transferable or negotiable or not; to grant and issue letters of credit and circular notes, to acquire, hold, issue on commission, to underwrite and deal in all shares, stocks, funds, debentures, debenture stock, bonds, obligations, securities and investments of all kinds, to negotiate loans and advances, to receive valuables on deposit for safe custody or otherwise, to collect and transmit money and securities, to manage property and transact all kinds of agency business.

- (6) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage, or other security charged on the undertaking or on all or any of the assets of the Company, including uncalled capital. *To borrow*
- (7) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital; and to purchase, redeem, or pay off any such securities. *Further borrowing*
- (7A) To carry on all or any kinds of assurance, insurance, reinsurance, indemnity/guarantee business in the capacity as consultants, agents or otherwise in all or any of their respective and whether of a kinds now known or hereafter devised including but without prejudice to the generality of the foregoing; general or life insurance, account insurance, aviation and transit insurance, motor vehicle insurance and engineering insurance or investment linked products and to carry on any such related activities including but not limited to the procurement, advice, sales, marketing and distribution of any form of such products, to own, establish and manage insurance corporate agency or agencies, ownership management and establishment of an insurance unit whether being part of the company, a subsidiary, an associate or an affiliate, to own establish and manage or rent any captive insurance business, to underwrite exposures faced by the company and as third party risks and all other related activities including any other activity which is deemed necessary or relevant to the Company and to pay, satisfy or compromise any claims made against the Company in respect of any policies or contracts granted by, dealt in or entered into by the Company which claims the Company may deem it expedient to pay, satisfy or compromise.
- (8) To enter into any arrangements with any government or authority, supreme, municipal, local, or otherwise, they 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. *To enter into Arrangement*

- (9) To produce for the Company incorporation, or constitution of a like nature, or registration, or as a societie anonyme or recognition in any country or place outside Malaysia. *To procure Incorporation*
- (10) To acquire by purchase, lease, exchange, hire or otherwise lands buildings easements and hereditaments of any tenure or description and any estate or interest therein and any rights or privileges over or connected with lands, and develop the same by preparing buildings sites, and by constructing, altering, improving, decorating, furnishing and maintaining cottages, houses, offices, flats, factories, warehouses, shops, schools, hotels, wharves, buildings, works and conveniences of all kinds or in any way, and similarly to acquire any personal property or rights of any kind which may appear to be necessary or convenient for the objects of the Company, and to develop and deal with the same in such a manner as may be thought expedient. *To Acquire, Lease and Develop Lands and Buildings*
- (11) To provide management services, and to manage land, buildings, and other property whether belonging to the Company or not, and to collect rents and income, and to supply tenants, occupiers, and others, meals, attendances, messengers, light, heat, water, waiting rooms, reading rooms, lavatories and other conveniences and services. *To manage and to Provide Management Service*
- (12) To sell, lease, let, dispose of, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits, or otherwise grant licenses, easements, or other rights in or over and in any other manner deal with or dispose of the undertaking or any of the property or assets for the time being of the Company including dwellings, houses or other buildings belonging to or constructed by the Company to any persons, companies or bodies (whether members of the Company or not) for such consideration as the Company may think fit and in particular for stocks, shares, debentures or securities of any other company. *To sell land and buildings*
To deal with or dispose of the undertakings
- (13) To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, and other negotiable or transferable instruments. *To draw bills of Exchange etc*
- (14) To subscribe for, take, underwrite, purchase or otherwise acquire, and to hold, dispose of, and deal in shares, stocks, debentures or securities, undertaking, goods or immovable properties of any company or person whether or not such shares, stocks, debentures or securities, undertaking, goods or immovable properties, or documents relating to such have been deposited with, or pledged, hypothecated, assigned or transferred to the Company as security for such advances, loans or credit, or which are held by the Company or over which the Company is entitled to any lien or charge in respect of such advances, loans or credits or any debts or claims of the Company, and which have not been redeemed in due time in accordance with the terms and conditions, if any, of such deposits, pledge, hypothecation, assignment or transfer. *To purchase and deal in shares, etc*

- (14A) To purchase its own shares in the manner and to the extent permitted by and subject to the provisions of the Companies Act, 1965 or any other written law for the time being in force and the requirements of any Stock Exchange upon which the shares are listed and any applicable laws, rules, regulations and guidelines for the time being in force, including any modification, amendments, and re-enactment in relation thereto, and to do all acts, documents and things and/or other matters ancillary thereto and/or arising therefrom or in furtherance thereof. *To purchase own shares*
- (15) To promote any company whose objects shall include the acquisition of all or any of the assets or liabilities of this Company or the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of this Company. *To promote other Companies*
- (16) To amalgamate with or enter into partnership or any joint working arrangements with or co-operate in any way with any companies, statutory bodies, institutions, societies, associations or persons having or about to have objects altogether or in part similar to those of this Company, to purchase or otherwise acquire and undertake all or any other part of the property, assets, liabilities and engagements of any one or more of such companies, statutory bodies, institutions, societies, associations or persons and to transfer all or any part of the property, assets, liabilities and engagements of this Company to any one or more of such companies statutory bodies, institutions, societies, associations or persons. *To amalgamate with others*
- (17) To promote, enter into, contribute to, subsidise or otherwise aid any association, federation, institution, society or other organisation, whether national or international, which may be considered to be calculated to advance directly or indirectly the objects of the Company. *To promote other organisations*
- (18) To grant pension or gratuities or establish or take part in establishing any pension fund or scheme to or for the benefit of any Directors, Ex- Directors, employees or ex-employees of the Company or any company with which the Company may amalgamate or control, its predecessors in business, or the relations, connections or dependants of any such persons, and to establish or support associations, institutions, clubs and trusts which may be considered to be calculated to benefit any such person or otherwise promote the objects of the Company. *To grant pensions etc*
- (19) To pay all costs, charges, commissions and expenses of and incidental to the promotion and registration of the Company, by cash, or by the allotment of fully or partly paid shares, or by the grant of any right or interest in respect of shares, or in any such other manner as may be thought fit. *To pay cost of promotions, etc*
- (20) To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments (other than shares in the Company) as the Directors from time to time consider advisable and to hold, sell or otherwise deal with such investments. *To invest*

- (21) To distribute among the members of the Company in specie any property of the Company properly distributable among its members. *To distribute property*
- (22) To do all or any of the things and matters aforesaid in any part of the world and either as principals, agents, factors, trustee, or otherwise, and by or through trustee, agents, factors or otherwise, and either alone or in conjunction with others. *To act as agents or trustee, etc*
- (22A) To carry on all or any class of business of marketing, distribution or management as consultants or agents of private portfolio, fixed trusts, flexible trust, or investment trust, property trusts, mutual funds, unit trust and of other trusts or investments whatsoever and whether of a similar or a dissimilar nature or character to those herein specified.
- (22B) To acquire and hold controlling interest in the share or loan capital of any company or companies; and to provide financial, managerial and administrative advice, services, and assistance for any company in which this company is interested, and for any other company.
- (22C) To carry on all or any business authorised by the objects specified herein in accordance with the principles of Syariah in such manner as the Company shall think fit; and to establish the Syariah Advisory Council to monitor the operation of such business to ensure that it is Syariah compliant.
- (22D) To finance or assist in financing the sale of goods, articles or commodities of every kind by way of hire purchase or deferred payment, or similar transactions, and to subsidize, finance or assists in subsidizing or financing the sale and maintenance of any goods or installations; to acquire and discount hire purchase or other agreements or any rights under them (whether proprietary or contractual) and generally to carry on business and to act as financiers, factors or in any other capacity in any part of the world, and to import, export, buy, sell, barter, exchange, pledge, make advances upon or otherwise deal in goods, produce and merchandise; and to enter into arrangements with companies, firms and persons for promoting the manufacture, sale and purchase and maintenance of goods, articles or commodities of every kind, either by selling, buying, letting on hire, hire purchase, or credit sale system, or by financing or assisting such other companies, firms or persons to do all or any of such last-mentioned transactions, and to discount or purchase the benefit of any agreements, lend money, give guarantees or security or otherwise finance or assist such purposes on such terms in such manner as may be expedient.
- (23) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them and the exercise of the powers of the Company. *To do other things*

AND IT IS HEREBY DECLARED that the objects of the Company as specified in each of the foregoing paragraphs of this Clause shall be separate and distinct objects of the Company and shall not be in any wise limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

4. The liability of the members is limited. *Liability*
5. The authorised capital of the Company is RM10,000,000,000 divided into 10,000,000,000 ordinary shares of RM1.00 each. The Company shall have power to increase or reduce its capital, to consolidate or subdivide its shares into shares of larger or smaller amounts, and to divide the shares forming the capital (original increased or reduced) of the Company into several classes and to attach hereto respectively preferential, deferred or special rights, privileges or conditions as may be determined by or in accordance with the regulations for the time being of the Company and to issue additional capital with any such rights, privileges or conditions. *Capital*

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.

Names, Address & Occupations of Subscribers	Number of Shares taken by each Subscriber
CHONG HON NYAN 31, Jalan Young Kuala Lumpur Civil Servant & Company Director	One
G.H.N. HORSFIELD 25, Jalan Kia Peng Kuala Lumpur Company Executive & Company Director	One

Dated this 11th day of March, 1970

WITNESS to the above signatures –

ABDUL HAMID BIN TAN SRI AZMI
Advocate & Solicitor
Kuala Lumpur
801 Lee Wah Bank Building
Medan Pasar, Kuala Lumpur

THE COMPANIES ACT, 1965
—————
PUBLIC COMPANY LIMITED BY SHARES
—————
ARTICLES OF ASSOCIATION
OF
MALAYSIA BUILDING SOCIETY BERHAD
—————
INTERPRETATION

1. In these articles, unless there be something in the subject matter or context inconsistent therewith:- *Interpretation*

“**Convertible Securities**” means securities which are convertible or exercisable by the holder, or automatically by their terms of issue, into shares or stocks.

“**Deposited Securities**” shall have the meaning given in section 2 of the Central Depositories Act.

“**Depositor**” means a holder of a Securities Account established by the Depository.

“**Depository**” means Bursa Malaysia Depository Sdn. Bhd.

“**In writing**” or “**written**” include words written or printed or lithographed represented or reproduced in any mode in a visible form.

“**Member**” means a person/persons for the time being holding shares in the Company whose names appear in the Register of Members (except the **Bursa Malaysia Depository Nominees Sdn. Bhd.**) including depositors whose names appear on the Record of Depositors.

“**Month**” means calendar month.

“**RCPS**” means the 165,000,000 Redeemable Convertible Preference Shares of RM1.00 each.

“**Register of Members**” means the register of members to be kept pursuant to Section 158 of the Act.

“**Rules**” means the Rules of the Depository.

“**Securities**” shall include share debenture, stocks or bonds issued or proposed to be issued and includes any right, option or interest in respect thereof which shall have the meaning given in Section 2 of the Capital Market and Services Act 2007.

“**Securities Account**” means an account established by the Depository for a depositor for the recording of deposit or withdrawal of securities and for dealing in such securities by the depositor.

“**Special Resolution**” means a special resolution pursuant to Section 152 of the Act.

“**Stock Exchange**” or “**Exchange**” means Bursa Malaysia Securities Berhad.

“**The Act**” means the Companies Act, 1965 and every other Act for the time being in force and affecting the Company.

“**The Central Depositories Act**” means the Securities Industry (Central Depositories) Act, 1991.

“**The Company**” means “**MALAYSIA BUILDING SOCIETY BERHAD**”.

“**The Directors**” means the Directors for the time being.

The marginal notes shall not affect the construction of these articles.

“**The Office**”, means the registered office for the time being of the Company.

“**The Record of Depositors**” means a record provided by the Depository to the Company under Chapter 24.0 of the Rules.

“**The Seal**” means the Common Seal of the Company.

Words importing persons include corporations.

Words importing the masculine gender only include the feminine gender.

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

TABLE A

2. The Regulations contained in Table A in the Fourth Scheduled to the Act shall not apply to the Company except so far as expressly incorporated herein. *Table A not to Apply*

SHARES

3. (1) The Company shall not give, whether directly or indirectly and whether by means of a loan guarantee or the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of, or for, any shares in the Company or in any company which is its holding company, or in any way purchase, deal in or lend money on its own shares. *Not to employ funds of the Company to purchase its Shares.*
- (2) Nothing in paragraph (1) of this article shall prohibit:-
- (a) the provision by the Company, in accordance with any scheme for the time being in force, of money for the purchase of or subscription for fully-paid shares in the Company or its holding company, being a purchase or subscription by trustee of or for shares to be held by or for the benefit of employees of the Company, including any director holding a salaried employment or office in the Company; or
 - (b) the giving of financial assistance by the Company to persons, other than directors, bona fide in the employment of the Company or of a subsidiary of the Company with a view to enabling those persons to purchase fully-paid shares in the Company to be held by themselves by way of beneficial ownership.
- 3A. (1) Notwithstanding Article 3, subject always to the compliance with the provisions of the Act and the requirements of the Stock Exchange and all other applicable laws, Rules, regulations and guidelines for the time being in force, the Company may, with the sanction of the Members in a general meeting, purchase its own shares upon and subject to such terms and conditions as the Directors may, in their discretion deem fit or necessary.
- (2) Where the Company has purchased its own shares in the manner as provided in Articles 3A (1) above, the Directors may, if the applicable laws for the time being in force so allows:
- (a) cancel the shares so purchased;
 - (b) retain the shares so purchased as treasury shares;
 - (c) retain part of the shares so purchased as treasury shares and cancel the remainder; or
 - (d) deal with the shares so purchased in the manner as may from time to time prescribed and/or allowed by applicable laws, Rules, regulations and guidelines then in force.

- (3) Where the shares so purchased or any part thereof are retained as treasury shares, the Directors may at any time, subject to the provisions of and in compliance with all applicable laws, Rules, regulations and guidelines for the time being in force:
 - (a) distribute the treasury shares as dividends to the Members in the manner as may be allowed by applicable law;
 - (b) re-sell the treasury shares on the market of the Stock Exchange in accordance with the relevant guidelines, Rules and/or requirement of the Stock Exchange; or
 - (c) deal with the treasury shares in the manner as may from time to time be prescribed and/or allowed by the applicable laws, Rules, regulations and guidelines then in force.
 - (4) Subject to the applicable laws, Rules, regulations and guidelines from time to time in force, while the shares are held as treasury shares, the rights attached to such shares as to voting, dividends and participation in other distribution and otherwise shall be and are suspended and the treasury shares shall not be taken into account in calculating the number or percentage of shares or of a class of shares in the company for any purposes including, without limiting the generally of Section 67A(3) of the Act, the provisions of any law or requirements of the Articles of Association of the Company or the Listing Requirements on substantial shareholding, takeovers, notices, the requisitioning of meetings, the quorum for the meeting and the result of a vote on a resolution at a meeting.
4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act and the provisions of these Articles, the shares of the Company shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons and on such terms and conditions with such preferred, deferred, qualified or other special rights or such restriction whether in regards to dividends, voting, return of capital and with full power to give to any person the call on any shares either at par or at a premium during such time and for such consideration as the Directors determine, PROVIDED ALWAYS:
 - (a) the company shall not issue shares which will have the effect of transferring controlling interest in the Company to any person, company or syndicate without prior approval of shareholders in a general meeting;
 - (b) no director shall participate in a Share Issuance Scheme unless shareholders in general meeting have approved the specific allotment to be made to such director and unless he holds office in an executive capacity;
 - (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 and in the resolution creating the same;

*Shares
controlled
by Directors*

- (d) that notwithstanding the existence of a resolution issued pursuant to Section 132D of the Act, the Company shall not issue any shares or Convertible Securities if the nominal value of those shares or Convertible Securities, when aggregated with the nominal value of any such shares or convertible Securities issued during the preceding 12 months, exceeds 10% of the nominal value of the issued and paid-up capital of the listed company, unless shareholders in general meeting have approved of the precise terms and conditions of the proposed issue. In working out the number of shares or Convertible Securities that may be issued by the Company, if the security is a Convertible Security, each such Security is counted as the maximum number of shares into which it can be converted or exercised.
5. (1) Without prejudice to any rights previously conferred on the holders of existing shares, any share may be issued such preferred, deferred, or other special rights, or such restrictions whether in regards to dividend, voting, return of share capital or otherwise, as the Company may in general meeting determine and any preference share may, with the sanction of the Company in general meeting be issued on the terms that it is, or the option of the Company is liable, to be redeemed. *Shares may issue with special rights or restrictions*
- (2) Notwithstanding the foregoing article, preference shareholders and Redeemable Cumulative Preference Shareholders and holders of the RCPS will be deemed to have the same rights as ordinary shareholders as regards the receiving of notices, reports and audited accounts and the attending of general meetings of the Company. Preference shareholders and Redeemable Cumulative Preference Shareholders and holders of the RCPS shall have the right to vote at any meeting convened for the purpose of disposal of the whole of the Company's property, business and undertaking or reducing the Company's share capital or for the winding up or during the winding of the Company or where the proposal to be submitted to the meeting directly effects their rights and privileges or when the dividend or part of the dividend on the preference shares is more than six months in arrears.
- (3) The holder of a preference share shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound-up.
6. The authorised share capital of the Company is RM10,000,000,000 divided into 10,000,000,000 Ordinary Shares of RM1.00.
7. Of the 20,000,000 Redeemable Cumulative Preference Shares mentioned in the foregoing Article, 12,486,362 shall be divided into the following classes: -
- (a) 5,000,000 shares of RM1.00 each to be called "A" Redeemable Cumulative Preference Shares.
- (b) 5,440,910 shares of RM1.00 each to be called "B" Redeemable Cumulative Preference Shares.
- (c) 2,045,452 shares of RM1.00 each to be called "C" Redeemable Cumulative Preference Shares.

8. In addition but without prejudice to any rights privileges conditions which may be attached by resolution authorising issue or subsequently in the manner provided in Article 45 following provisions shall apply to the said Redeemable Cumulative Preferences Shares (hereinafter called “the Preference Shares”):

- (a) The Preference Shares shall be fully paid on subscription.
- (b) The Preference Shares shall confer the right to a fixed cumulative preferential dividend at the rates as follows:-
 - (i) in the case of “A” Preference Shares at 6 ¼% per annum;
 - (ii) in the case of “B” Preference Shares at the rate of 7 ¼% per annum;
 - (iii) in the case of “C” Preference Shares at the rate of 7 ½% per annum;

calculated on the capital for the time being paid up thereon and in winding up the right to payment off of the capital paid up or credited as paid up thereon and of the said fixed dividend accrued up to the date of the commencement of the winding up and to be payable; whether such dividend has been declared or earned or not, in priority to any payment to the holders thereof to any further or other participation in the profits or assets of the Company.

- (c) The Preference Shares of a subscriber to be redeemed in any one year in accordance with the provisions for redemption attached to them shall be those of his holding which have been paid up for the longest period of time but as between shares which have been paid up for the same period of time the shares to be redeemed shall be selected by the Directors and for the purpose of this paragraph “C” Preference Shares shall be deemed to have been paid up for the longest period of time and “A” and “B” Preference Shares shall be deemed to have been paid up for the same period of time.
- (d) The Company shall give to the holders of Preference Shares selected for redemption thirty days’ notice in writing that such shares are to be redeemed at the place and on the date stated in the notice.
- (e) The dividend on any Preference Share becoming liable for redemption shall cease to accrue as from the date fixed for redemption thereof unless payment of the redemption moneys is wrongfully refused by the Company on the date fixed for redemption.
- (f) If in any year the Company’s profile shall not be sufficient to enable the Company to pay the fixed dividends in full on the Preference Shares then for the purpose of distributing whatever profits are available the amounts of such dividends shall abate rateably one with the other and any deficiency shall be carried forward and added to the amount of the dividends due in the following year or years.

- (g) No voting rights shall attach to any of the Preference Shares.
- (h) No further shares ranking in priority to or pari passu with the said 12,486,362 Preference Shares shall at any time be created without the consent or sanction of the holders of such last-mentioned shares given in accordance with the provisions of the Articles of Association of the Company.
- (i) The “A” Preference Shares, the “B” Preferences Shares and “C” Preferences Shares shall in a winding up rank pari passu with respect to the right to payment off of the capital paid up or created as paid up thereon.
- (j) The “A” Preference Shares shall be redeemed by the Company in manner following: -
 - (i) Within one month after the accounts for the financial year ending 31st December 1973 and within one month after the accounts of the Company for each subsequent financial year have been made up and submitted to the Company in General Meeting the Company shall out of its profits available after payment of the fixed dividend on the Redeemable Cumulative Preference Shares but before payment on any dividend on the Ordinary Shares for that year and before setting aside in that year any sum to reserve or otherwise pursuant to Article 118 set aside to the credit of a fund for the redemption of the “A” Preference Shares a sum equal (as nearly as may be) to one-tenth of the nominal value of such of the issued “A” Preference Shares, and if in respect of any of such years the profits so available are insufficient to provide the said sum in full any deficiency shall be carried forward and added to the amount to be so provided in the following year or years.
 - (ii) Within 3 months after setting aside moneys to the aforesaid fund the Company shall apply the whole amount thereof in redeeming at par so many of the “A” Preference Shares for the time being outstanding as the fund for the time being shall suffice to redeem provided always that if the amount of the fund is too small to be conveniently applied in redemption of shares the sum may be carried forward to be applied in redemption of such shares of any future period.
- (k) The Company may at any time on two months’ notice to the holders of any of the “C” Preference Shares for the time being outstanding redeem all or any of the Shares held by them out of the proceeds of a fresh issue.
- (l) Without prejudice to and subject to the rights of the Company to redeem all or any of the “C” Preference Shares at any time upon giving two months’ notice as aforesaid, the “B” Preference Shares and “C” Preference Shares shall be redeemed by the Company in the manner following:-
 - (i) In the year 1972 the Company shall on one month’s notice to the holders thereof out of any profits of the Company which may be lawfully applied for that purpose redeem not more than 201,515 “B” and 75,758 “C” Preference Shares.

- (ii) Within one month after the accounts of the Company for the financial year ending 31st December, 1972 and within one month after the accounts of the Company for each subsequent financial year have been made up and submitted to the Company in General Meeting the Company shall out of its profits available as aforesaid set aside to the credit of a fund for the redemption of the "B" Preference Shares and "C" Preference Shares a sum equal (as nearly as may be) to one twenty-sixth of the aggregate nominal value of such of the issued "B" Preference Shares and "C" Preference Shares as are not redeemed before the 31st day of December, 1972; and if in respect of any of such years the profits so available are insufficient to provide the said sum in full any deficiency shall be carried forward and added to the amount to be so provided in the following year or years.
- (iii) Within three months after setting aside moneys to the aforesaid fund the Company shall apply the whole amount thereof-in redeeming at par so many of the "B" Preference Shares and "C" Preference Shares for the time being outstanding as the fund for the time being shall suffice to redeem provided always that if the amount standing to credit of the fund is too small to be conveniently applied in redemption of shares the sum may be carried forward to be applied in redemption of such shares at any future period.
- (iv) If any of the "C" Preference Shares shall be redeemed subsequent to the 31st day of December, 1972 pursuant to the provisions of paragraph (k) hereof or otherwise then and so often as the same may happen the sums to be set aside in the years following any such redemption shall be abated rateably so as to permit of final redemption of all the "C" Preference Shares within three months of the setting aside of moneys as aforesaid following on the submission to the Company in General Meeting of the accounts for the financial year ending 31st December, 1997.
- (m) If in any year after the 31st day of December, 1973 the Company's profits shall not be sufficient to enable it to make payment in full to the funds established for the redemption of the Redeemable Cumulative Preference Shares any payment made shall be divided (notwithstanding anything hereinbefore provided) between respectively the fund for the redemption of the "A" Preference Shares and the fund for the redemption of the "B" Preference Shares and "C" Preference Shares in the same proportion in which payment in full would have been made to the respective funds had there been a sufficiency of profits.
- (n) The Company shall not be entitled to reissue as Redeemable Cumulative Preference Shares any Shares redeemed under the foregoing provisions.
- (o) Upon redemption of any Preference Shares it shall be cancelled and the holder thereof shall be bound to surrender the certificate thereof to the Company.

- 8A. (a) The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholders' rights other than in respect of the RCPS which are governed by Article 8B, 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.
- (b) Preference shareholders shall have the right to vote in respect of the following at any general meeting convened for the purpose sanctioning the same:
- (i) a resolution or proposal in respect of a dividend or part of a dividend on the preference shares which is in arrears for more than six (6) months;
 - (ii) a proposal to reduce the capital of the Company;
 - (iii) a proposal for the disposal of the whole of the Company's property, business or undertaking;
 - (iv) a proposal or resolution which directly affects their rights and privileges attached to the preference shares; and
 - (v) a proposal to wind-up the Company and any other proposals during the winding-up of the Company.
- (c) Preference shareholders shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up.

8B.1 For the purposes of this Article 8B:

RCPS

“Anniversary Date” means a date falling 12, 24, 36, 48 and 60 months from the date of issue of the RCPS; and **“Fifth Anniversary Date”** means the date falling 60 months from the date issue of the RCPS.

“Business Day” means a day (other than Saturday, Sunday, and Public Holiday) on which banks licensed under the Banking and Financial Institutions Act, 1989 are open for business in Kuala Lumpur.

“Market Day” means a day on which the Stock Exchange, upon which the shares of the Company may be listed or quoted, is open trading.

“Maturity Date” means the Fifth Anniversary Date, provided that where such date falls on a date that is not a Market Day, it shall be deemed to fall on the Market Day immediately following such date.

8B.2 In addition but without prejudice to any rights, privileges and conditions which may be attached by resolution authorising the issue or subsequent alteration of the rights attached to the RCPS in the manner provided in Article 45 the following provisions shall apply to the said RCPS:

- (a) Holders of the RCPS shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited accounts and attending general meetings of the Company PROVIDED always that no voting rights shall attach to any of the RCPS and holders of the RCPS shall not have the right to move or second any resolutions at any general meeting of the Company except on each of the following circumstances:
 - (i) on a resolution or proposal in respect of a dividend or part of a dividend on the RCPS which is in arrears for more than six (6) months;
 - (ii) on a resolution or proposal to reduce the Company's share capital;
 - (iii) on a resolution or proposal for the disposal of the whole of the Company's property, business and undertaking or the Company's principal property, business or undertaking;
 - (iv) on a resolution or proposal that directly or indirectly varies or affect rights, privileges or conditions attached to the RCPS, or the exercise of any of those rights, privilege or conditions;
 - (v) on a resolutions or proposal to alter this Article 8B; and
 - (vi) on a resolution or proposal to wind-up the Company and any other proposals during the winding-up of the Company.

In any such case a holder shall have two (2) votes for each RCPS held. Any holder may demand a poll at a general meeting of the Company on any resolution on which that holder may vote.

- (b) Each RCPS shall on a winding-up or liquidation of the Company or upon a reduction of capital or other return of capital rank parri passu with each other and confer on the holder thereof the right to receive, in priority to the holders of any other class of shares in the capital of the Company, the cash repayment in full of the nominal amount of the RCPS and, to the extent permitted by law and up to the balance remaining in the Special RCPS Premium Account, the premium paid on that RCPS after the payment and discharge of all debts and liabilities of the Company and the costs of winding-up or such capital reduction exercise PROVIDED always that there shall be no further right to participate in the surplus assets or profits of the Company.

- (c) Until the RCPS shall have been converted into Ordinary Shares, the holders of the RCPS shall be entitled to receive dividends out of the profits available for distribution of the Company as set out in Article 8B.2(e) based on the par value of the RCPS outstanding for the time being in priority to any payment to the holders of the Ordinary Shares and the holders of the other classes of preference shares but shall not entitle the holders of the RCPS to any further or other participation in the surplus assets or profits of the Company.
- (d) The RCPS shall carry a fixed cumulative preferential dividend provided that any such dividends shall only be payable subject to the availability of the distributable profits.
- (e) The dividend shall be payable in the following manner:
 - (i) A dividend of 4% in respect of the par value of such RCPS for the period commencing from the date of issue of the RCPS to 31 December 2003 shall be payable (whether earned declared or not) in arrears on 28 February 2004;
 - (ii) A dividend of 4% in respect of the par value of such RCPS for the period commencing from 1 January 2004 to 31 December 2007 shall be payable in arrears on 28 February after each financial year of MBSB (which financial year commences from 1 January and ends on 31 December);
 - (iii) No dividend shall be payable for the period commencing from 1 January 2008 to the Maturity Date; and
 - (iv) No dividend shall be payable for any RCPS already redeemed or converted prior to 31 December of each year.
- (f) The RCPS shall rank pari passu among themselves.
- (g) Until all the RCPS have been redeemed no further shares may be created and/or issued by the Company ranking in priority to the RCPS unless all the holders consent thereto in writing. Any issue of further shares ranking in priority to, or not in all respects pari passu with the RCPS will be deemed a variation of the rights attached to the RCPS.
- (h) Notwithstanding anything to the contrary expressed or implied in these Articles there shall be no restriction on the transfer of RCPS and the Directors shall be obliged to register any transfer of any RCPS.
- (i) The RCPS in the present capital shall be liable to be redeemed in accordance with the following provisions:
 - (i) Subject to the Act, each RCPS shall at the option of the Company be redeemed by payment by the Company in cash to the holder thereof on any date from the date of issue of the RCPS up to but excluding the Maturity Date at a price of RM2.00 per RCPS (“Redemption Amount”). For this purpose, the Company shall give not less than seven (7) days’

prior notice in writing (“the Redemption Notice”) to the holders of the RCPS of its intention to redeem all or a portion of the RCPS then outstanding held by such holders which have been issued and are fully paid up, on a date (“the Redemption Date”) which shall be specified in the Redemption Notice. However, no such Redemption Notice may be given by the Company in respect of the RCPS which are already subject to and specified in a Conversion Notice which has been given to the Company in accordance with Article 8B.2(j).

- (ii) In the event of the Company determining to redeem a part only of the RCPS, the RCPS shall be redeemed on a rateable proportion (as nearly as practicable without involving fractions of shares) of each holding of such shares on the Redemption Date.
- (iii) On the Redemption Date, the Company shall be entitled and bound to redeem the RCPS specified in the Redemption Notice at the Redemption Amount subject to the Redemption Notice.
- (iv) No RCPS shall be redeemed otherwise than out of distributable profits or the proceeds of fresh issue of shares made for the purpose of the redemption. The premium payable on redemption shall be provided for out of the Special RCPS Premium Account. All the provisions of the Act relating to the redemption of shares and the creation or increase where requisite of a capital redemption reserve shall be duly observed.
- (v) The Redemption Notice referred to in this Article 8B.2(i) shall substantially be in the following form:

Notice of Redemption

To:

TAKE NOTICE that on, being no less than seven (7) days after the date hereof, the Company intends to redeem nominal amount of the RCPS set out in the schedule hereto pursuant to the provisions of Article 8B of the Articles of Association of the Company.

DATED the day of
[Common Seal]

.....
Director

.....
Director/Secretary

- (vi) Upon the Company giving notice of its intention to redeem in accordance with this Article 8B.2(i) the Company will be obliged to redeem the RCPS the subject of the notice, on the Redemption Date as specified in the notice.

- (vii) All payment of Redemption Amount, and any other payments to be made pursuant to this Article shall be made to a holder at the registered address of such holder and shall be deemed to be made on the due date only if paid on or before 5 p.m. on the said due date, unless the holder receiving such payment shall otherwise consent in writing provided that in the event that such payment is due to be made on a day which is not a Business Day, the holder shall be deemed to have consented to such payment being made on or before 5 p.m. on the next day which is a Business Day.
- (j) The RCPS in the present capital shall be converted in accordance with the following provisions:
 - (i) Subject to all applicable laws, rules and regulations, and subject to Article 8B.2(j)(ii) below, each holder of the RCPS shall be entitled to convert the whole or part of the RCPS at any time during the period commencing immediately from the third Anniversary Date up to but excluding the Maturity Date (“Conversion Period”) in the manner set out in this Article. For this purpose, a holder shall give not less than seven (7) days’ prior notice in writing (“the Conversion Notice”) to the Company of its intention to convert all or a portion of the RCPS then outstanding held by such holders which have been issued and are fully paid up. However, no such Conversion Notice may be given by any holder of the RCPS to the Company in respect of the RCPS which are already subject to and specified in a Redemption Notice which has been given to such holder by the Company in accordance with Article 8B.2(i).
 - (ii) The conversion of the RCPS shall be subject to the market price of an Ordinary Share not exceeding Ringgit Malaysia One and Sen Twenty (RM1.20) for consecutive period of ninety (90) Market Days immediately prior to the date of the Conversion Notice.
 - (iii) Subject to this Article 8B.2(j), each RCPS will be converted into such number of new ordinary shares of the Company in accordance with the following basis:

A/B

Where:

A = Issue price of RM2.00 for the RCPS

B = The conversion price as determined by the Company in accordance with the Policies and Guidelines on Issue/Offer of Securities of the Securities Commission, provided always that it shall not be less than the par value of the ordinary shares (“Conversion Price”).

- (iv) Upon the conversion of the RCPS, if the number of new ordinary shares issued for each RCPS is 2, the Company shall issue one new Ordinary Share of RM1.00 for the nominal value of each RCPS tendered in accordance with Article 8B.2(j)(ix), and one new Ordinary Share by way of bonus share. If the number of new ordinary shares issued for each RCPS is less than 2, the Company shall issue one new Ordinary Share of RM1.00 for the nominal value of each RCPS, and the balance by way of bonus shares to the holders of the RCPS rateably in proportion to their holding of the RCPS, then not yet previously converted or redeemed, and as nearly as possible without involving fractions of shares, from and up to the amount available in the Special RCPS Premium Account. No bonus shares to be issued upon conversion of the RCPS shall be issued otherwise than out of the Special RCPS Premium Account of the Company in accordance with Article 118A.

- (v) The Conversion Notice referred to in this Article 8B.2(j) shall substantially be in the following form:

Notice of Conversion

To : Malaysia Building Society Berhad

Particulars of RCPS holder:

Name:

Company No.:

NRIC No./Armed Forces/Police Personnel:

Address:

TAKE NOTICE that on, being no less than seven (7) days after the date hereof, I/We,,

1. intend to exercise my/our conversion rights in respect of Ringgit Malaysia nominal amount of Redeemable Convertible Preference Shares pursuant to the provisions of Articles 8B of the Article of Association of the Company; and

2. in conjunction thereto, authorise you to instruct the Malaysian Depository to credit the shares in my/our Securities Account as specified below:

Quantity:

A/C No:

.....

Name:

Date:

- (vi) Once the Conversion Notice has been submitted to the Company, the exercising RCPS holder shall not sell, transfer, dispose or otherwise encumber the RCPS, the conversion rights of which have been exercised under the Conversion Notice and the Conversion Notice may not be withdrawn without the written consent from the Company.
- (vii) All RCPS not previously converted or redeemed by 3.00 p.m. on the Maturity Date will be automatically converted into new Ordinary Shares of the Company within a period of 30 days commencing immediately after the Maturity Date and in which case the relevant RCPS holder shall be deemed to have issued a Conversion Notice in respect of such RCPS.
- (viii) Subject to all applicable laws, rules and regulations then in force, the Company shall, within 10 Market Days from the date of its receipt of the Conversion Notice (or if such date falls during a period when the register of members is closed, the next following Market Day on which the register of members is open) (subject to the requirements of the relevant authorities), take all such steps as may be necessary or requisite to credit such ordinary shares so allotted into the securities accounts of those holders of the RCPS, as set out in the Conversion Notice. In the case of automatic conversion pursuant to Article 8B.2(j)(vii), the 10 Market Days shall commence from the date the Company receives notification of the securities accounts of the relevant RCPS holders (if the notification is received prior to Maturity Date, the 10 Market Days shall commence from the actual conversion date which shall be within a period of 30 days commencing immediately after the Maturity Date).
- (ix) The Conversion Price shall be satisfied by the holders of the RCPS tendering the RCPS at nominal amount for the whole of the Conversion Price and shall be treated in accordance with Article 8B.2(j)(iv). RCPS holders are not entitled to any cash payment from the Company upon conversion nor to any amount towards payment of a fraction of an ordinary shares ("Fractional Amount"). Such Fractional Amount, if any, shall be forfeited and be applied for the benefit of the Company and the Company shall not be under any obligation to issue any certificates for the new ordinary share or the fraction of the new share.
- (x) The Ordinary Shares issued and allotted pursuant to any conversion of the RCPS shall rank *pari passu* in all respect with all other ordinary shares in issue on such Conversion Date whereupon the RCPS shall cease to have any preference or priority as set out in this Article, or to be called RCPS.
- (xi) The new ordinary shares shall not entitled to any dividends, rights, allotments and/or other distributions which entitlement date precedes the allotment date of the new ordinary shares.

- (xii) The Conversion Price and/or the number of ordinary shares to be issued pursuant to a conversion will be adjusted, at the determination of the Company, in all or any of the following cases:
 - (aa) an alteration of the par value of the ordinary shares of the Company by reason of consolidation or subdivision; or
 - (bb) a bonus issue of fully paid-up ordinary shares of Company; or
 - (cc) a distribution of capital to shareholders made by the Company whether on a reduction of capital or otherwise, but excluding any cancellation of capital which is lost or unrepresented by assets; or
 - (dd) a rights issue of ordinary shares of the Company; or
 - (ee) any other circumstances that are deemed necessary.

PROVIDED that any adjustment to the Conversion Price will be rounded to the nearest one sen and in no event shall any adjustment involve a reduction of the Conversion Price below the par value of the ordinary shares for the time being. In any event no adjustment to the Conversion Price shall be made unless it has been duly certified by a merchant bank or the auditors of the Company.

- (k) All sums payable to the holders of RCPS shall be paid to the holders of the RCPS in Ringgit (i) free of any restriction or condition, (ii) free and clear of and (except to the extent required by law) without any deduction or withholding on account of any tax and (iii) without deduction or withholding or deduction required by law, the amount payable to the holder shall be grossed up to the extent that the net amount to be paid to the holder shall be such amount the holder would receive had no such deduction or withholding been required.
- (l) So long as any RCPS remain in issue:
 - (i) The Company will send to each holder of RCPS, by way of information, one copy of every circular, notice or other shareholders in the Company in their capacity as shareholders, at the same time as it is sent to such other shareholders; and
 - (ii) The Company shall keep available, free from pre-emptive or other rights, out of its authorised but unissued share capital such number of ordinary shares as would be required to be issued upon conversion of all the RCPS from time to time then issued, and not previously redeemed or converted, and to satisfy in full all other rights of conversion into or exchange or subscription for ordinary shares and shall ensure that all ordinary shares delivered upon conversion will be duly and validly issued and fully-paid.
- (m) No alteration of this Article 8B shall be made without the prior consent of all of the RCPS holders in a general meeting.

- (n) In the event of a general meeting of holders of RCPS, the quorum shall be at least two (2) holders of the RCPS and the chairman of such meeting shall be elected by the holders as aforesaid, and otherwise the provisions of the Articles relating of proceedings at general meetings shall apply mutatis mutandis.
- (o) The RCPS are not to be listed.

- 9. The Directors may make arrangements on the issue of shares for a difference between the holders of such shares in the amounts of calls to be paid and the time of payment of such calls. *Arrangements on the issue of shares*
- 10. If, by the conditions of allotment of any shares the whole or part of the amount thereof shall be payable by installments, every such installment shall, when due, be paid to the Company by the holder of the share. *Payment of installments due on shares*
- 11. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such share, in case of death of any one or more of the joint registered holders of any share, the survivors shall be the only persons registered by the Company as having any title to or interest in such share. *Liability of Joint holders of shares*
- 12. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other persons save as herein provided, or by the Central Depositories Act and the Rules. *Trust not recognized*

CERTIFICATES

- 13. The certificates of title to shares shall be issued under the Seal. *Certificates*
- 14. 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 of Members shall be entitled to receive within ten(10) market days of lodgment of transfer, one certificate for all his shares upon payment of Ringgit Malaysia Three (RM3.00) 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 reasonable 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 if such shares issued in lieu without charge, Every certificate shall be issued under the seal and bear the signatures or the autographical signatures reproduced by mechanical, electronic and/or by any other means of one (1) Director and the Secretary or a second Director or such other person as may be authorised by the Directors, and shall specify the shares to which it relates, and the amount paid up thereon. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one (1) certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all such persons. Shares certificates shall be issued by the Company in reasonable denominations. In an allotment of shares in the Company pursuant to a rights issue, bonus issue or an offer by the Company for the purchase of shares in the Company, a Member of the Company shall, upon compliance with all the conditions of such issues or offer, as the case may be, be entitled to receive up to a maximum of ten (10) share certificates for such shares in reasonable denomination without charge. *Member's Right to 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 evidenced 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 clients as the Directors of the Company shall require, and (in the case of defacement or wearing out) on delivery of the old certificate, and in any case on payment of such sum not exceeding Ringgit Malaysia Three (RM3.00) 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. *New Certificate may be Issued*
16. The certificate for shares registered in the names of two or more persons shall be delivered to the person first named on the Register in respect thereof. *Certificates to Joint Holders*

CALLS

17. Subject as aforesaid the Directors, may from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons at the times and places appointed by the Directors. A call may be made payable by instalments. *Calls*
18. Subject as aforesaid a call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed. *When call deemed to have been made*
19. Subject as aforesaid fourteen days' notice at the least of any call shall be given specifying the time or times and place of payment, and to whom such call shall be paid. *Notice of Call*
20. If the sum payable in respect of any call or installment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalments shall be due, shall pay interest for the same at the rate of 10 per cent per annum from the day appointed for the payment thereof to the time of the actual payment. But the Directors, may, where they think fit, remit altogether or in part any sum becoming payable for interest under this clause. *Interest on Call or installment*
21. The Directors may receive from any member willing to advance the same, and upon such term and conditions as they think fit, all or any part of the moneys due upon the shares held by such member beyond the sums actually called for, and, in particular such money may be received upon the terms that interest shall be paid thereon, or on so much thereof as for the time being exceeds the amount called up. Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. *Payment of Call in advance*

TRANSFER AND TRANSMISSION OF SHARES

22. (a) 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 Registrar of Companies. 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 transfer is registered and the name of the transferee is entered in the register of members in respect thereof. *Transfer in Writing*
- (b) All transfers of Deposited Security shall be effected in accordance with the Central Depositories Act and the Rules, and the transferor shall be deemed to remain the holder of the of the shares until the name of the transferee is entered in the Record of Depositors in respect thereof.
- 22A The transfer of any listed security or class of listed security of the company shall be by way of book entry by the Depository in accordance with the rules of the Depository and, notwithstanding Section 103 and 104 of the Companies Act, 1965, but subject to subsection 107C(2) of the Companies Act, 1965 and any exemption that may be made from compliance with subsection 107C(1) of the Companies Act, 1965, the Company shall be precluded from registering and effecting any transfer of the listed securities. *Transfer of securities*
23. The Directors may in their discretion, and without assigning any reason, refuse to register a transfer of any share (not being fully paid share) on which the Company has a lien. If the Directors decline to register a transfer they shall within ten (10) market days after the date on which the transfer was lodged with the Company send to the transferor and to the transferee notice of the refusal and the precise reason(s) thereof. *Director may refuse to register transfer*
24. The Directors may also decline to recognize any instrument of transfer unless:- *Cases of refusal*
- (a) such fee not exceeding Ringgit Malaysia Three as the Directors may from time to time require, is paid to the Company in respect thereof;
- (b) the instrument of transfer is deposited at the office of the Company, or such other place as the Directors may appoint, accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
- (c) the instrument of transfer is in respect of only one class of share.
25. There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document, relating to or affecting the title to any shares, such fee not exceeding Ringgit Malaysia Three as the Directors may from time to time require or prescribe. *Registration fee*

26. Every instrument of transfer shall be left at the office for registration and unless the shares are Deposited Security, be accompanied by a certificate of the shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. The instrument of transfer shall unless the Directors decline to register it, be retained by the Company. *When transfer to be kept.*
27. The registration of transfers may be suspended 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. Eighteen (18) market days' notice of intention to close the said register shall be given to the Exchange. At least three (3) market days prior notice shall be given to the Depository to prepare the appropriate Record of Depositors provided that where the Record of Depositors is required in respect of corporate actions at least seven (7) market days prior notice shall be given to the Depository. *Suspension of Registration.*
28. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member. *Title to deceased members' shares*
29. The Company shall not be bound to register more than three persons as the holder of any share except in the case of executors or administrators of the estate of a deceased member.
30. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration they would have had in the case of a transfer of the share by that member before his death or bankruptcy. Provided always that where the share is a deposited security, subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled. *Share of Deceased or Bankrupt Member*
30. (a) If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects, provided that where the 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 depository. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the rights to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member *Notice of Election*

30A. Where:-

Transmission of Securities

- (a) the securities of the Company are listed on another stock exchange; and
- (b) the Company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules of the Depository in respect of such securities; the Company shall upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange (hereinafter referred to as “the Foreign Register”) to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as “the Malaysian Register”) and vice versa provided that there shall be no change in the ownership of such securities.

FORFEITURE AND LIEN

- 31. If any member fails to pay any call or any instalment on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same together with any interest that may accrued and all expenses that may have been incurred by the Company by reason of such non-payment. *Notice may be given if calls or instalments remain unpaid*
- 32. The notice shall name a day (not being less than fourteen days from the date notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. 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 the call was made or instalments is payable will be liable to be forfeited. *Notice*
- 33. 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 the payment of all the 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. *Shares may be forfeited if Notice not compile with*
- 34. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood prior to the forfeiture, and an entry of the forfeiture with the date thereof shall forthwith be made in the register. *Notice after forfeiture*
- 35. Any shares so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot or otherwise dispose of the same in such manner as they think fit. *Forfeited shares to becomes property of the Company*

36. Any member whose shares have been forfeited shall, notwithstanding such forfeited, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon, or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of 10 per cent per annum, and the Directors may enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation to do so. *Arrears to be paid notwithstanding forfeiture*
37. The Directors may at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit. *Reallotment of Forfeited Shares*
38. The Company shall have a lien on every share (and dividends from time to time declared in respect of the share) for the unpaid calls and instalments upon the specific share in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the member or deceased member. *Company's Lien on shares*
39. The Company shall have a lien the Directors may sell the shares subject thereto in such manner as they think fit but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served upon such member, his executors or administrators and default shall have been made by him or them for seven days after such notice in the payment, fulfillment or discharge of such debts, liabilities or engagements. *Enforcing Lien by Sale*
40. The nett proceeds of any such sale shall be applied in or toward satisfaction of the debts, liabilities or engagements and the residue (if any) paid to such member whose shares have been forfeited, his executors administrators, or assigns, or as he directs. *Application of proceeds of sale*
41. In the event of the forfeiture of shares, the member shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited. *Certificates of forfeited shares to be delivered to the Company*
42. Upon any sale or allotment after forfeiture or for enforcing a lien in purported exercise of the powers herein given, the Directors may cause the purchaser's or allottee's name to be entered in the Register of Members or the Record of Depositors, as appropriate in respect of the shares sold, and the purchaser or allottee shall not be bound to see to the regularity of the proceedings, or to the application of the purchase-money and after his name has been entered in the Register of Member 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 un damages only and against the Company exclusively. *Sale or Allotment after forfeiture*

INCREASE AND REDUCTION OF CAPITAL

43. The Company in general meeting may from time to time by ordinary resolution, whether all the shares for the time being authorised shall have been issued or all the shares for the time being shall have been fully called up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase shall direct. *Increase of Capital*
44. Subject to an direction to the contrary that may be given by the company in general meeting, any original shares for the time being unissued and not allotted and all new shares or other convertible securities from time to time to be created shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of 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 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 shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the directors, be conveniently offered under this article.
45. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) other than in respect of the RCPS may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meetings, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy, one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of Section 152 of the Act shall with such adaptations as are necessary apply. *Modification of the Rights attached to different classes of shares*
46. The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the company in some or all respects pari passu therewith but in no respect in priority thereto.

47. The Company in general meeting may, from time to time, by special resolution, reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or in any other way whether allowed by law, as may seem expedient, and in particular capital may be paid off or cancelled upon the footing that the amount may be called up again or otherwise. *Power to Reduce Capital*

SUBDIVISION, CONSOLIDATION OR CONVERSION

48. The Company may, by special resolution, subdivide or by ordinary resolution consolidate its shares or any of them. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such divisions, one of such shares shall have any preference over the other or others, and that the profits applicable to the payment of dividends thereon shall be appropriated accordingly. *Subdivision and Consolidation of Shares*
49. (1) The Company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination. *Conversion into stock*
- (2) The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable, provided that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
- (3) The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
- (4) Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

BORROWING POWERS

50. The Directors may from time to time raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company PROVIDED that the amount for the time being remaining undischarged of the moneys borrowed, raised, or secured by the Directors (otherwise than by the issue of share capital) shall not without the sanction of the Company in general meeting exceed at any time a sum equal to the amount, excluding prospective interest, for the time being secured to the Company from its borrowers. *Power of Director to borrow*

51. The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and, in particular, by the issue of debentures or debenture stock of the Company, perpetual or otherwise, charged upon or by mortgage charge or lien and on the undertaking or the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being, or by making accepting, endorsing or executing any promissory notes or bills of exchange. *Issue of securities to secure Repayment*
52. Every debenture or other instrument for securing the payment of moneys may be made assignable free from any equities between the Company and the person to whom the same may be issued. Any debentures or debenture-stock, bonds or other instruments or securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawing, allotments of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise. *Securities may be assignable free from equities*
53. The Directors shall cause a proper register to be kept, in accordance with the Act, of all mortgages and charges specially affecting the property of the Company and shall comply with the provisions of the Act. *Register of Mortgages*

GENERAL MEETINGS

54. The statutory meeting of the Company shall be held within the period required by the Act, at such place as the Directors may determine. *Statutory meeting*
55. A general meeting shall be held once at least in every calendar year at such time not being more than fifteen months after the holdings of the last preceding general meeting, and at such place as the Directors may appoint. *When General Meetings to be held*
56. General meetings other than the statutory meeting shall be called ordinary meetings; all meetings of the Company other than ordinary meetings and the statutory meeting shall be called extraordinary meetings. *Ordinary and Extraordinary Meetings*
57. The Directors may, whenever they think fit and 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 requisitions the following provisions shall have effect :- *When Extraordinary Meetings may be called*
- (1) The requisition must state the objects of the meeting and must be signed by the requisitionists and delivered at the office, and may consist of several documents in like form signed by one or more requisitionists. *Form of Requisition*
 - (2) If the Directors do not proceed to cause a meeting to be held within 21 days from the date of the requisition being so delivered, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the delivery of the requisition. *Requisitionists may call meeting*
 - (3) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

58. The notices convening meetings shall specify the place, day and hour of the meeting, and shall be given to all shareholders at least 14 days before the meeting or at least 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 14 days' notice or 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 at least 1 nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed. *Notice of General meetings and adjourned meetings*
- 58A. (1) The Company shall request the Depository in accordance with the Rules, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. *Record of Depositors*
- (2) The Company shall also inform the Depository of the dated of General Meetings and in accordance with the Rules, shall request the Depository to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three market days before the meeting (hereinafter referred to as "the General Meeting Record of Depositors") subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulation 1996 (where applicable), the General Meeting Record of Depositors shall be the final record of all depositors who shall be deemed to be registered holders of ordinary shares of the Company eligible to be present and vote at such meeting.
- (3) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a depositor shall not be regarded as a member entitled to attend any general meeting and to speak and vote there at unless his name appears in the General Meeting Record of Depositors.
59. The omission to give any such notice to or non-receipt of any such notice by any member shall not invalidate the meeting or any resolution passed or proceedings had at any such meeting. *Omission to give notice*

PROCEEDINGS AT GENERAL MEETINGS

60. The business of an ordinary meeting shall be to receive and consider the profit and loss account, the balance sheet, the ordinary reports of the Directors and Auditors, to elect Directors and Auditors in place of those retiring by rotation or otherwise, to declare dividends, and to transact all other business which, under those presents, ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting and all business transacted at an extraordinary meeting shall be deemed special. *Business of Ordinary Meeting*
61. The quorum for a general meeting shall be two members present in person or by proxy and any person present, whether a member or not, being a proxy of a member entitled to vote, shall be reckoned in the quorum. *Quorum*

62. The Chairman of the Directors or in his absence another Director appointed by the Directors shall preside as chairman at every General Meeting. *Chairman of General Meeting*
63. If within a quarter of an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place unless the same shall be a public holiday, when it shall be adjourned to the day following at the same time and place, and if such adjourned meeting a quorum is not present, a single member being a Director who is present shall be a quorum and may transact the business for which the meeting was called. *If quorum not present, when meeting to be dissolve and adjourned*
64. Every question submitted to a meeting shall (unless unanimously decide), be decide in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the votes to which he may be entitled as a member. *Decision of question at meetings*
65. At any general meeting (unless a poll is demanded by the Chairman; or by at least three members present in person or by proxy; or by any member present in person or by proxy and representing not less than ten per centum of the total voting rights of all the members having the right to vote at the meeting; or by a member holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than ten per centum of the total paid up shares conferring that right) a declaration by the Chairman that a resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. *Evidence of the passing of a resolution where poll not demanded*
66. If poll is demanded as aforesaid, it shall be taken in such manner and at such time and place, and either immediately or after an interval or adjournment not exceeding seven days as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. *Poll*
67. The Chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. *Power to adjourn General Meeting*
68. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. *Business to proceed notwithstanding demand for poll*
69. Any poll demanded upon any question of adjournment, or as to the election of a Chairman shall be taken at the meeting without adjournment. *When poll taken without adjournment*

70. Subject to Article 58A and to any rights or restriction for the time being attached to any class or classes of shares, at meetings of members or of classes of members, each member of the Company shall be entitled to be present and to vote at any general meeting in respect of any share or shares upon which all calls due to the Company have been paid. On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who is personally present and entitled to vote shall be entitled to 1 vote. *Votes of Members*
71. Any person entitled under the transmission clause to transfer any shares, may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 hours at least before the time of holding the meeting at which he proposed to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall, previously to such meeting, have admitted his right to vote thereat in respect of such shares. Any member who shall have become bankrupt shall not, while his bankruptcy continues, be entitled to exercise the right of a member, or attend, vote, or act at any meeting of the Company. *Votes of members entitled to shares under the transmission clause*
72. Where there are joint registered holders of any shares, any one of such persons may vote at any meeting, either personally, or by proxy, in respect of such shares as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the Register in respect on such shares, shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name shares stand shall, for the purpose of this clause, be deemed joint holders of such shares. *Joint-holders*
73. Votes may be given personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointer, or if such appointer is a corporation under its seal, and shall be attested by one or more witnesses. Any person may be appointed a proxy. *Voting by proxy*
- 73A. (1) 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 authorised nominee may appoint in respect of each omnibus account it holds. *Appointment of more than one proxy*
- (2) An exempt authorised nominee refers to an authorised nominees defined under the Securities Industry (Central Depositories) Act 1991 (“SICDA”) which is exempted from compliance with the provisions of subsection 25A(1) of SICDA.
74. A vote given in accordance with the terms of any instruments of proxy shall be valid, notwithstanding the previous death of the principal or renovation of the proxy, unless notice in writing of the death or revocation shall have been received at the registered office of the Company before the meeting. *Notice of revocation of proxy*

75. A proxy may be appointed generally, or for a specified period or for a specified meeting or meetings. The instrument of proxy whether for a specified meeting or otherwise, shall as far as the circumstances will admit, be in the form or to the effect following:- *Form of appointment of proxy*

MALAYSIA BUILDING SOCIETY BERHAD

I.....of
.....being
a member of the above-named Company hereby appoint
.....of
or failing him of
or failing him of
as my proxy, to vote for me and on my behalf, at the ordinary (or extraordinary as the case may be) general meeting, of the Company to be held on the
..... day of and at any adjournment
thereof. As witness my hand this day of
Signed by the said.....in the presence of :-

- 75A. (1) A member of a company entitled to attend and vote at a meeting of a company, or at a meeting of any class of members of the company, shall be entitled to appoint any person as his proxy to attend and vote instead of the member at the meeting. There shall be no restriction as to the qualification of the proxy. *Qualification and rights of proxy to speak*
- (2) A proxy appointed to attend and vote at a meeting of a company shall have the same rights as the member to speak at the meeting.
76. No member shall be 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, or upon a poll or be reckoned in a quorum, whilst any call or any other sum shall be due and payable to the Company in respect of any of the shares of such member. *No member entitled to vote while call due to Company*
- 76A. Where the capital of a 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*

DIRECTORS

77. Unless otherwise determined by a general meeting the number of Directors shall not be less than two or more than twelve. The first Directors of the Company shall be Yap Pheng Geck, Chong Hon Nyan and G.H.N. Horsfield. *Number of Directors and First Directors*
78. The Directors shall have power from time to time and at any time to appoint any person to be a Director, either to fill a casual vacancy in their number or as an addition to the existing Directors, provided that the total number of Directors shall not exceed the prescribed maximum. A Director so appointed shall hold office only until the next ordinary general meeting, but shall be eligible for re-election at that meeting. *Appointment of Directors by Board*

79. The Company in general meeting may, from time to time, and at any time, appoint new Directors and may increase or reduce the number of Directors in office. *Appointment of Directors by general meeting*
80. A directors shall not be required to hold any shares of the Company or any special qualification. *No Qualification for Directors*
81. The Directors shall be paid a fixed sum (and not by a commission on or percentage of profit or turnover of the company) out of the funds of the Company as remuneration for their services as the Company in general meeting may from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine and, in default of determination, equally. The remuneration so payable to Directors shall not be increased except in pursuance of a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting. Salaries payable to Executive Directors may not include a commission on or percentage of turnover of the Company. *Remuneration of Directors*
82. The office of Directors shall be vacated if the Director:- *When office of Director vacated*
- (a) resigns his office by notice in writing to the Company; or
 - (b) becomes a bankrupt; or
 - (c) is found lunatic or becomes of unsound mind during his term of office; or
 - (d) without leave of the Directors fails personally to attend duly convened meetings of Directors for any period exceeding nine consecutive months; or
 - (e) ceases to reside in Malaysia or Singapore; or
 - (f) is absent from more than 50% of the total board of directors' meeting held during a financial year.
83. The continuing Directors may act notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be reduced in number to less than the minimum number fixed by or pursuant to the articles of the Company the remaining Directors may act for the purpose of bringing the number of Directors up to the minimum number fixed as above or of summoning a general meeting of the Company but not for any other purpose, except in an emergency. *Directors to act notwithstanding vacancies*
84. (1) A Director may contract with or be interested in any contract or proposed contract with the Company either as vendor purchaser or otherwise and shall not be liable to account for any profit made by him by reason of any such contract or proposed contract provided that the nature of the interest of the Director in such contract or proposed contract be declared at the meeting of Directors at which the question is first taken into consideration if his interest then exists or in any other case at the next meeting of the Directors held after he became interested. No director shall vote as a Director in respect of any contract or arrangement or proposed contract or arrangement in which he shall be interested whether directly or indirectly. *Directors contracting with the Company*

(2) A Director may hold office as a director or manager of or otherwise be interested in any other corporation in which the Company is in any way interested and shall not (unless it is otherwise agreed) be liable to account to this Company for any remuneration or other benefits receivable by him from such other corporation.

85. Each Director shall have power by an instrument in writing to nominate any person acceptable to a majority of the other Directors to act as alternate Director in his place during his absence from Malaysia and Singapore or inability to act as Director, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall be subject in all respects to the terms and conditions affecting the other Directors, and each alternate Director while acting in the place of an absent Director, shall exercise all the rights and discharge all the duties of the Director he represents, but any remuneration paid by the Company to him shall be deducted from the remuneration payable to the Director nominating him. Should an alternate Director also be a Director of the Company, all rights vested in him as an alternate Director (including the right of voting at meetings) shall be in addition to and not in substitution for his rights as a Director. Any instrument appointing an alternate Director shall be delivered to and retained by the Company. If the Director making any such appointments as aforesaid shall cease to be a Director, the person appointed by him shall cease to have any power or authority to act as an alternate Director.
- Appointment of alternate Director*

ROTATION OF DIRECTORS

86. At each ordinary meeting one-third of the Directors for the time being, or if their number is not a multiple of three the number nearest to but not greater than one-third shall retire from office. Provided that all Directors shall retire from office once at least in each three (3) years. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.
- Rotation and Retirement of Directors*
87. An election of Directors shall take place each year and a retiring Director shall be eligible for re-election.
- Director eligible for re-election*
88. No person not being a retiring Director shall be eligible for election to the office of Director at any general meeting unless some member intending to propose him has, at least eleven clear days before the meeting, left at the Office a notice in writing duly signed by nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such member to propose him, provided that in the case of a person recommended by the Directors for election, nine 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 days prior to the meeting at which the election is to take place.
- Election of other persons*
89. The Company at any general meeting at which the Directors retire in manner aforesaid shall fill up the vacated offices, unless at such meeting it is determined to reduce the number and also may without notice in that behalf full up any other vacancies.
- Filling up vacated offices*

90. If at any general meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled, the retiring Director shall continue in office until the ordinary meeting in the next year, and so on from year to year unless the number shall be reduced as aforesaid. *When retiring Director to remain in offices*

POWER OF DIRECTORS

91. Any sale or disposal by the Directors of the Company's main undertaking shall be subject to ratification by members in general meeting but, subject as aforesaid, the management of the business of the Company shall be vested in the Directors, who may subject to the restriction hereinafter mentioned exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by the Act expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to such regulations (not being inconsistent with the provisions of the Act) as may from time to time be made by the Company in general meeting, but no regulation shall invalidate any prior act of the Directors which would have been valid if no such regulation had been made. *Power of Directors*

MANAGING DIRECTOR

92. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such term not exceeding three years, at such remuneration which is a fixed sum and not by a commission on or percentage of profits or turnover and on such terms and conditions as they think fit, and a Director so appointed shall at all times be subject to the control of the Directors and his appointment shall be subject ipso facto if he ceases from any cause to be a Director, or if the Company in general meeting resolve that his tenure of the office of Managing Director be determined.

ATTORNEYS

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

PROCEEDING OF DIRECTORS

94. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings, as they think fit. Until otherwise determined by the Company in general meeting two Directors shall be a quorum. A Director may, and the Secretary at the request of any Director shall at any time, summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to a Director who is not in Malaysia or Singapore. *Quorum for meeting of Directors*

94A. The meeting of Directors may be conducted by means of telephone or other methods of simultaneous communication by audio/visual conferencing, electronic, telegraphic or other means by which all persons participating in the meeting are able to hear and be heard at all times by all other participants without the need for a Director to be in physical presence of the other Directors and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions passed in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held.

A Director may disconnect or cease to participate in the meeting if he makes known to all other Directors participating that he is ceasing to participate in the meeting. The minutes of such a meeting signed by the Chairman shall be conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid. A meeting conducted by the aforesaid means is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors participating in the meeting was at that place for the duration of the meeting.

95. Questions arising at any meeting of Directors shall be decided by a majority of votes and, in case of an equality of votes, the Chairman shall have a second vote provided that at a meeting at which only a quorum is present, or at which only two directors are competent to vote on the question at issue, the Chairman shall not have a casting vote. *Decisions of Questions arising at meeting of Directors*
96. Subject as aforesaid the Directors may elect a Chairman and Deputy Chairman of their meetings, and may determine the period for which such officers shall respectively hold office. In the absence of the Chairman (if any) the Deputy Chairman (if any) shall preside. If such officers have not been appointed, or it neither be present at the time appointed for the meeting, the Directors present shall choose some one of their number to be Chairman at such meeting. *Election of Chairman and Deputy Chairman*
97. A meeting of Directors at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally. *Powers of quorum*
98. The Directors may delegate any of their powers to a Committee or Committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. *Power to appoint Committees and delegation of power*
99. All acts done by any meeting of the Directors, or by a Committee of Directors, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that their acting as aforesaid, or that they or any of them were disqualified, or that there was some defect in the appointment of such Directors or persons, be as valid as if every such person had been duly appointed and was qualified to be a Director. *When acts of Directors and/or Committees valid notwithstanding defective appointment*

100. A Director may hold any other office under the Company in conjunction with his office of director except the office of auditor. *Director not to be an Auditor*
101. A memorandum in writing passed by all the Directors for the time being in Malaysia or Singapore and pasted in or attached to the minute book shall be effective for all purposes as a resolution of Directors passed at a meeting duly convened held and constituted. *Memorandum in writing effective a Resolution of Directors*

MINUTES

102. The Directors shall cause minutes to be duly entered in books provided for the purposes:- *Minutes*
- (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 resolutions and proceedings of general meetings and of meetings of the Directors.

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

THE SEAL

103. (1) The Directors shall provide for the safe custody of the Common Seal and Share Seal of the Company which shall only be used by the authority of the Directors previously given and every instrument to which the Common Seal and Share Seal of the Company is affixed shall be signed by a Director, or some other person appointed by the Directors and shall be countersigned by the Secretary or by some other person appointed by the Directors for the purpose but so that the Directors may by resolution determine, either generally or in any particular case, that the signature of the Director may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means is by such resolution restricted to a certificate or other document of title in respect of any share, stock, debenture or other marketable security created or issued by the Company to be given under the Common Seal or Share Seal of the Company. *Common Seal and Share Seal*
- (2) The Company exercise the powers conferred by the Act with regard to having a duplicate common seal and an official seal use abroad and such powers shall be vested in the Directors.

APPROPRIATION OF PROFITS

104. The profits of the Company, subject to any special rights relating thereto created or authorised to be created by these presents, and subject to the provisions of these presents as to the reserve fund shall be divisible among the members in proportion to the amount of capital paid up on the shares held by them respectively. *Division of profits*
105. Where money is paid up in advance of calls upon the footing that the same shall carry interest, such money shall carry interest accordingly and not confer a right to participate in profits. *Interest on moneys paid in advance of calls*
106. The Company in general meeting may declare a dividend 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. *Declaration of Dividend*
107. No dividend shall be payable except out of the profits of the Company. No dividend shall carry interest. *Dividend not to carry interest*
108. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive. *Net Profits*
109. The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies. *Payment of the interim dividends*
110. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists. *Powers to retain dividend and apply the same towards Company's lien*
111. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. *Shares transfer and right to dividend*
112. Any general meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, or paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures or debenture stock of any other company, or in any one or more of such ways, 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 members upon the footing of the value so fixed, in order to adjust the rights of all parties, and may vest any such specific assets in trustee upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite, a proper contract shall be filed in accordance with the Act and the directors may appoint any person to sign such contract on behalf of the person entitled to the dividend, and such appointment shall be effective. *Manner of payment of dividend*

113. The Directors may retain the dividends payable upon registered shares in respect of which any person is, under the transmission clause, entitled to become a member, or which any person under that clause is entitled to transfer until such person shall become a member in respect of such shares or shall duly transfer the same. *Power to retain Dividend payable on shares effected by the transmission clause*
114. In case several persons are registered as the joint holders of any shares, any one such person may give effectual receipts for dividends and payment on account of dividends or other moneys or assets payable or distributable in respect of such shares. *Receipts by joint-holders*
115. Notice of declaration of any dividend, whether interim or otherwise, may be given by advertisement. *Notice of declaration of dividends*
116. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or by way of telegraphic transfer or electronic transfer or remittance to such account as designated by such holder or the person entitled to such payment. Every such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be made payable to the order of the person to whom it is sent, and payment of the cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be a good and full discharge to the Company of the dividend to which it relates, notwithstanding that in the case of payment by cheque or warrant, it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged. Every such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be sent at the risk of the person entitled to the money thereby represented. *Payments of dividends by cheques etc. Payment to Joint holders*
117. Subject to the provisions of any written law for the time being in force, all dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. *Unclaimed dividends*

RESERVE FUND

118. The Directors may, before declaring any dividend or bonus in respect of any class of shares out of or in respect of the earnings or profits of the Company for any yearly or other period cause to be reserved or retained and set aside out of such profits such sums as they may determine to form a Reserve Fund to meet contingencies or depreciation in the value of the property of the Company, or for equalizing dividends or for special dividends or for distributing bonuses or for repairing, improving and maintaining any of the property of the Company, or for such other purposes as the Directors shall, in their absolute discretion, think conducive to the interests of the Company. *Reserve fund*
- 118A. The Directors shall set aside all the premium on the issue of the RCPS into a Special RCPS Premium Account to be applied in paying up on winding-up of the Company the premium on the RCPS then not yet previously converted or redeemed, in paying up the premium on redemption of the RCPS and in paying up unissued shares to be issued to the holders of the RCPS as fully paid bonus shares in the event of the conversion of the RCPS into Ordinary Shares in accordance with Article 8B.2. *Special RCPS Premium Account*

ACCOUNTS

119. The Directors shall cause true accounts to be kept: - *Accounts*
- (a) Of the assets and stock-in-trade of the Company;
 - (b) Of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place; and
 - (c) Of the credits and liabilities of the Company.
120. The books of account shall be kept at the Office or such other place or places as the Directors shall think fit. *Account Books to be kept*
121. Once at least in every year the Directors shall lay before the Company in general meeting a proper profit and loss account for the period since preceding account or (in the case of the first account) since the incorporation of the Company, made up to a date not more than four (4) months before such meeting and issued not more than four (4) months from the said date. *Profit and Loss Accounts*
122. A Balance Sheet shall be made out in every year and laid before the Company in general meeting, made up to a date not more than four (4) months before such meeting, and issued not more than four (4) months from the said date, and shall contain a general summary of the assets and liabilities of the Company arranged under suitable heads. A copy of every report of the Auditors relating hereto and of the Directors report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of there presents 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 of joint holders, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. One hundred copies of each documents or such other number of copies as may be required by the Stock Exchange from time to time shall at the same time be forwarded to each Stock Exchange upon which the Company is listed. The interval between the close of a financial year of the Company and the issue of annual audited accounts, the Directors' and auditors' report shall not exceed four (4) months. *Balance Sheet*

NOTICES

123. A notice may be given by the Company to any member either personally or by sending it by post to him in a prepaid letter addressed to him at his registered address in Malaysia as appearing in the Register of Members or the Record of Depositors or (if he has no registered address within Malaysia) to the address, if any, within Malaysia supplied by him to the Company for the giving of notices to him. *Service of notices*

124. All notices with respect to shares standing in the names of joint holders, shall be given to whichever of such persons is named first in the Register of Members, as appropriate, and notice so given shall be sufficient notice to all the holders of such shares. *Notice to Joint-holders*
125. Any notice sent by post shall be deemed to have been served on the day on which the envelope or wrapper containing the same would in the ordinary course of post be delivered and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post-office or a post-box. *Notice by post*
126. Every person who, by operation of law, transfer, transmission or other means whatsoever, becomes entitled to any shares, shall be bound by every notice which have been duly served to the person from whom he derives the title of such shares, prior to his name and address being entered in the Register of Members or Record of Depositors as the registered holder of such shares. *Person entitled to receives notice*
127. Any notice or document delivered or sent by post to or left at the registered address of any members 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 a sufficient service of such notice or document on his or her executors or administrators and all persons (if any) jointly interest with him or her in any such share. The signature to any notice to be given by the Company may be written or printed. *Notice valid though member deceased*

WINDING UP

128. If the company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital or the premium paid on the RCPS then not yet previously converted or redeemed, such assets shall be distributed so that, as near as may be the losses shall be borne by the members in proportion to the capital paid-up, or which ought to have been paid up, at the commencement of the winding up, on the shares held by them respectively, and 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 or which ought to have been paid up on the shares held by them respectively. But this clause shall be without prejudice to the right of the holders of shares issued upon special terms and conditions. *Distribution of Assets*

129. If the Company shall be wound up whether voluntarily or otherwise, the liquidators, may, with the sanction of a special resolution, divide among the contributories in species or kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories or any of them as the liquidators with the like sanction think fit. Any such resolution may provide for and sanction a distribution of any specific assets between different classes of members otherwise than in accordance with their existing rights but each member shall in that event have a right of dissent and other ancillary rights as if such resolution were a special resolution passed pursuant to section 270 of the Act. *Distribution of Assets in specie*
130. In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may, within ten days after the passing of the special resolution, by notice in writing, direct the liquidators to sell his proportion and pay him the nett proceeds, and the liquidators shall, if practicable, act accordingly. *Shares liable to calls*
131. On the voluntary liquidation of the Company, no commission of fee shall be paid to the Liquidators unless it shall have been approved by members. The amount of such payment shall be notified to all members at least seven days prior to the meeting at which it is to be considered. *Payments to Liquidators*

INDEMNITY

132. Subject to the provisions of the Act every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto unless the same shall happen or be incurred through his willful act or default. *Indemnity.*
133. (1) Notwithstanding anything contained in these articles, if the Listing Requirements prohibit an act being done, the act shall not be done. *Effect of the Listing Requirements*
- (2) Nothing contained in these articles prevents an act being done that the Listing Requirements require to be done.
- (3) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (4) If the Listing Requirements require these articles to contain a provision and they do not contain such provision, these articles are deemed to contain that provision.
- (5) If the Listing Requirement requires these articles not to contain a provision and they contain such 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.
- (7) For the purpose of this article, unless the context otherwise requires, "Listing Requirement" means the Listing Requirements of Bursa Malaysia Securities Berhad including any amendment to the Listing Requirements that may be made from time to time.