

THE COMPANIES ACT, 1965
MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

Memorandum
and
Articles of Association
of



TOP GLOVE CORPORATION BHD.
(Company No.: 474423-X)

Incorporated on the 23rd day of December, 1998



PEJABAT PENDAFTAR SYARIKAT
(Registry of Companies)
MALAYSIA

BORANG 8
AKTA SYARIKAT 1965
[Seksyen 16 (4)]

No. Syarikat

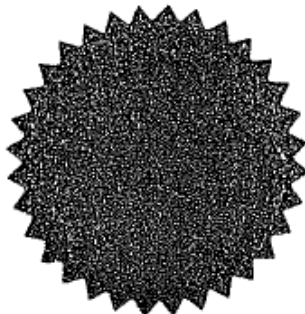
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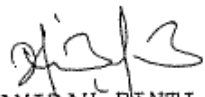
PERAKUAN PEMERBADANAN SYARIKAT AWAM

Adalah diperakui bahawa
TOP GLOVE CORPORATION BHD.

telah diperbadankan di bawah Akta Syarikat 1965, pada dan
mulai dari 23 haribulan Disember, 1998, dan bahawa
syarikat ini adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur
pada 23 haribulan Disember, 1998.




HAMIDAH BINTI MANAD
Penolong Pendaftar Syarikat
Malaysia



PEJABAT PENDAFTAR SYARIKAT
(Registry of Companies)
MALAYSIA

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

No. Syarikat

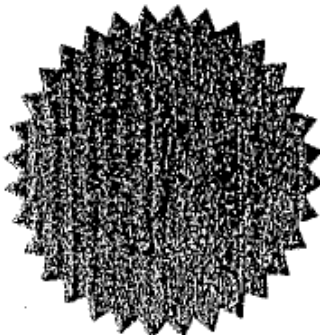
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**PERAKUAN DI BAWAH SEKSYEN 52 (3)
AKTA SYARIKAT, 1965, BAHAWA SESEBUAH SYARIKAT
ADALAH BERHAK MEMULAKAN PERNIAGAAN**

Saya, **HAMIDAH BINTI MANAD**, Penolong
Pendaftar Syarikat, dengan ini memperakui bahawa
TOP GLOVE CORPORATION BHD.

telah, pada hari ini menyerahkan kepada saya Akuan Berkanun yang
dikehendaki di bawah Peruntukan-peruntukan Seksyen 52 (2) (c)
Akta Syarikat, 1965 dan bahawa syarikat tersebut adalah berhak
memulakan perniagaan dan menjalankan kuasa meminjamnya.

Diberi di bawah tandatangan saya pada 29 haribulan
Januari, 19 99 .




HAMIDAH BINTI MANAD
Penolong Pendaftar Syarikat
Malaysia

THE COMPANIES ACT, 1965

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TOP GLOVE CORPORATION BHD. (474423-X)

1. The name of the Company is **TOP GLOVE CORPORATION BHD.**
2. The Registered Office of the Company will be situated in Malaysia.
3. The object for which the Company is established are :
 - (1) To carry on the business as an investment holding company and to purchase or otherwise for that purpose to acquire and hold either in the name of the Company, or in that of any nominee shares, stocks, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company; wherever incorporated on carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, corporation, association, chartered bank, partnership, entity, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world, with respect thereto and to invest and lend money at interest on the security of personal property or without security and to change, alter and realize upon any investments and to re-invest any moneys which may at any time be available for that purpose.
 - (2) To carry on the business as manufacturers and dealers in rubber gloves and rubber goods of every kind or descriptions and to act as general importers, exporters, manufacturers, agents, processors, general merchants, hire-purchase dealers, agents and representatives, distributors of rubber gloves and related products and dealers in articles, products and merchandise of all kinds and descriptions and whether manufactured, in a semi-manufactured or raw state and to buy and sell, barter and exchange and to deal with civil, electrical, mechanical and structural engineering works.
 - (3) To purchase, lease, take in exchange or otherwise acquire lands or interests therein, whether vacant, improved, acquire for investment or resale or otherwise, together with any buildings or structures that may be on such lands or any of them and to construct, reconstruct, alter, improve, manage, decorate, furnish, equip and maintain houses, apartments, offices, factories, warehouses and other buildings to traffic in land, bungalows, plantations and other.
 - (4) To carry on and to transact any other business and operations, manufacturing, trading, mercantile, commercial or otherwise which the company may think directly or indirectly conducive to any of its objects or capable of being conveniently carried on and in connection therewith and to carry on any other business that the director may decide from time to time.
 - (5) To carry on the business of garage keepers, and suppliers of and dealers in plant, electricity and other motive power to motor and other things.

- (6) To enter into any contacts in relation to and to erect, construct, maintain, make, operate, own, alter, repair, pull down and restore either alone or jointly with any other companies or persons, works of all descriptions including wharves, docks, piers, railways, tramway, waterways, roads, bridges, warehouses, factories, mills, engines, machines, railway carriages and wagons, gas works, electric works, water works, drainage and sewerage works and buildings of every description.
- (7) To hold shares or invest in, and to acquire, lease, promote or sell, and to manage, conduct or undertake the business of management or otherwise howsoever direct the operations of any business, Company, corporation, firm of any other whatsoever enterprise, undertaking or venture, and generally to undertake any of the business of a holding, or management company.
- (8) To carry or conduct all or any of the business of builders, carpenters, carriers, contractors, decorators, dredges, prospectors, job-masters, quarrymen, quarry proprietors, refiners and smelters, victuallers, agents, dealers, exporters and importers, merchants, makers or manufacturers for or in all goods lines matters and things including bricks, furniture, hardware, lime, metals, sands, stone, tiles, timber, terra cotta and all other building requisites, estate house or land agents.
- (9) To alter, construct, equip, operate, and own buildings and erections, mills, offices, vehicles and any other property of all and every description and type and for all purposes.
- (10) To carry on business as exporters, importers, cultivators, winners, sawmillers, and manufacturers of and dealers and traders in every description of timber, wood and cane, raw, manufactured or partly manufactured goods and articles of any description made entirely or partly of wood, timber or cane or any combination thereof, products and by-products of any descriptions obtained from wood, timber, cane or other forest or plant matter or thing of any whatsoever description, or resulting from the handling, manufacture, or processing of wood, timber, cane, or other forest products, plant matter or thing including coal, charcoal, paper, plastics and other synthetic materials.
- (11) To carry on the business of manufacturers of and dealers in paper of all kinds, and articles made from paper or pulp, and materials used in the manufacture or treatment of paper, including cardboards, railway and other tickets, mill boards, and wall and ceiling papers and to carry on the business of stationers, lithographers and publishers.
- (12) To carry on any whatsoever form of business, trade or undertaking whether as principals, agents, sub-agents or consignee, and to deal in any form of produce, matter or thing.
- (13) To manage, operate and maintain fuel, oil and petrol pumps, stations and retail and wholesale agencies, and garages, service stations, workshops and repair shops.
- (14) To obtain, procure, purchase, take on lease or sublease, exchange or otherwise acquire in any part of the world any concessions, grants, claims, licences, leases, options, rights or privileges for any mining objects or purposes or any mines, mining rights or concessions or any metalliferous lands, gavels or rivers, or any lands of whatsoever tenure or title containing or supposed to contain tin, precious stones, gold, silver, land, wolfram, copper, iron, oil, coal or other valuable products and to explore, work, exercise, develop or otherwise turn to account, deal with or dispose of any such concessions, grants, claims, licenses, leases, mines, lands, options rights or privileges and produce thereof.

- (15) To search for, win, get, work, raise, smelt, calcine, refine, dress, amalgamate, quarry, reduce, wash, crush and prepare for market, manipulate and make merchantable, buy, sell and deal in tin, iron and other metals, minerals and other mineral substances, precious stones and any other produce of any mines or properties, vegetable and other produce and material and substances of all kinds, and generally to carry on any metallurgical operations which may seem conducive to any of the Company's objects.
- (16) To construct, maintain, improve, develop, work, control, operate, and manage any waterworks, garages, and petrol oil, fuel and service stations, gasworks, reservoirs, roads, trainways, electric power, heat and light supply works, telephone works, motels, guest house, rest houses, club, restaurants, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies, and other works and conveniences which the Company may think directly or indirectly conducive to these objects, and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof.
- (17) To carry on business as tourist and travel agents and contractors, and to facilitate tourism and travelling, and to provide for tourists, travellers, holiday-makers and vacationers, and to promote the provision of all whatsoever amenities, conveniences and facilities including passages, tickets, through tickets, circular tickets, sleeping cars and berths, reserved places, and carriage and transport of all kinds, including the hire of any form or system of transport.
- (18) To provide hotel and lodging facilities and all other kinds of accommodation, guides, safe deposits, inquiry bureaus, libraries, baggage transport and otherwise generally to provide all whatsoever amenities requirements and services convenient, expedient and necessary for persons touring, travelling, holidaying, develop, promote, operate, manage, work and control holiday resorts and camps, vacation centres and to arrange, organise, and manage tours of all kinds; to arrange, organise and manage, cruises journeys, tours, travels, trips, voyages and expeditions of all kinds, and to promote, organise and manage amusements, carnivals, cinemas, circuses, entertainments, exhibitions, expositions, fairs, festivals, playground, theatres, shows, plays, game competitions, contests, races, sports and recreation of all kinds and to provide and manage all whatsoever arenas, courses, courts, fields, gymnasiums, halls, pitches, pools, rings, rinks, stadium, tracks, and places thereof.
- (19) To carry on business as dealers and general merchants, exporters, and importers, general agents, and brokers, and to buy, sell manipulate and deal (both wholesale and retail) in commodities of all kinds which can conveniently be dealt with by the Company in connection with any of its objects and to buy, hire, manufacture, sell, deal and trade in all kinds of merchandise, produce, goods, stores, and to transact any or every description of agency, commission, commercial development, manufacturing, mercantile and financial business.
- (20) To carry on the business of planter, farmers, and cultivators and dealers in rubber, oil palm, coconut, gutta percha, jelutong gum of every description, latex bearing plants, rice, wheat, oats, cereals and grains of all kinds, sugar, tea, bananas, coffee, cocoa, spices, pepper, cinchona, cinnamon, tobacco, gambier, oil palms, cotton, flax, fruit trees, potatoes, root crops, mulberry and other trees for the production of silk, and all kinds of trees and plants.
- (21) To carry on business as farmers, dairy and poultry farmers and merchants, gaziers, cultivators, storekeepers, printers, newspapers proprietors, cattle breeders, stockmen, provision preservers, exporters and importers, brokers, and to transact any and every description of agency, commission, commercial manufacturing, mercantile and financial business.

- (22) To manufacture, buy, sell, exchange and in any other whatsoever manner deal with, utilise or turn to account any matter, substance or thing including (but without prejudice to the generality of the foregoing) bone, copra, fertiliser, guano, manure, and all agricultural and farm produce.
- (23) To purchase, take on lease, hire or otherwise acquire, build, construct, erect, equip, maintain, repair, adapt, pull down, demolish, reconstruct, make and manufacture factories, buildings, offices, bills, machinery engines, plant, tools, implements, carts, vehicles, rolling stock, live and dead stocks, stores, appliances, effects and other works, things and property of any kind.
- (24) To purchase, hire, sell, deal in, construct, equip, maintain, improve, repair and use motor-cars, motor-lorries, motor-cycles, steam cars, steam waggons, tractors, aeroplanes, bicycle, carts, carriages, ropeways, cableways, high lead lines, cranes and all other forms of craft, machine of vehicle, animals or material, either terrestrially, sub-terranously, or aerially and all tools and parts thereof and all other things proper to be used in connection therewith.
- (25) To carry on all or any of the business of ship-owners, managers of shipping property, freight contractors, carriers by land, and air, barge owners, lightermen, stevedores, forwarding agents, and any other form of transport business, ice merchants, refrigerating-storekeeper, warehousemen, wharfingers and general traders.
- (26) To carry on the business of chemists, druggists, drysalters, oil and colourmen and importers, exporters and manufacturers of and dealers in all pharmaceutical, medicinal, chemical, industrial, and other preparations, articles and compounds, cements, oils, paints, pigments, and varnishes, drug, dye-ware paint and colour grinders, makers of and dealers in proprietary articles of all kinds and of electrical, chemical, photographic, surgical and scientific apparatus and materials, and to buy, sell, manufacture, refine, manipulate, and deal in all substances, apparatus, and things capable of being used in any such business as aforesaid or in any way in connection therewith.
- (27) To apply for purchase of otherwise acquire, use, assign, sell and generally deal in patents, patent-rights, trade-marks, designs, or other exclusive or non-exclusive or limited rights or privileges and to use, develop, grant licenses, and otherwise turn to account the same or any interests thereunder and at pleasure to dispose of the same in any way.
- (28) To purchase, hire or otherwise acquire any photographic and other apparatus in connection with cinematograph shows, amusement parks, exhibition and all kinds of entertainment business.
- (29) To aid, finance, subsidise or assist any company, corporation, association, firm or individual with capital, credit, means and resources of engaging in or carrying on any business or transaction which this company is authorised to carry on or be engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and in particular for the import, export, purchase, sales, lease, letting, dealing in, hiring and letting on hire, under hire-purchase agreements or otherwise of any motor cars or vehicles or any of other articles, goods, wares, merchandises, or things and for the acquisition of taking on leases or hiring of land, buildings, offices, or premises or the prosecution of any works, undertakings, projects or enterprises connected with any of the said business or capable of being taken or carried on so as directly or indirectly to benefit this Company.

- (30) To invest the capital of the Company and make advances on all description of motor vehicles and other goods, wares and merchandise whether on mortgage or bill of sale or assignment and whether subject to hire-purchase agreements or otherwise and to seize, retake, sell, dispose of or repurchase the same and generally to finance the carrying on of the hire-purchase business in all its branches.
- (31) To transact business as financiers, promoters and financial and monetary agents in any part of the world and for such purposes to establish agencies, and to appoint financial and managing agents and attorneys and to produce the Company to be registered or recognised.
- (32) To receive money on deposit or to borrow or raise money with or without security, or to secure the payment or repayment of money or the satisfaction, observance or performance of any obligation or liability undertaken or incurred by the Company in such manner as the Company thinks fit and in particular by mortgage or charge upon the undertaking or any part of the undertaking of the Company or upon all or assets of the Company or by the creation and issue of debentures or debentures stock (perpetual or terminable) charged as aforesaid or constituting or supported by a floating charge upon present and future property including uncalled and called unpaid capital.
- (33) To lend and advance money or give credit to any person or companies and on such terms as may seem expedient, and in particular to customers, companies, corporation, firms and others having dealings with the Company, and to give guarantees or become surety and give security for any such persons or companies.
- (34) Subject to the provisions of any laws in force to buy and sell foreign currency and exchange and to accept money for remittance to all countries and accept deposit of money on loan at interest or without interest.
- (35) To carry on business as capitalists, financiers, concessionaires, miners and merchants and to guarantee or become liable for the payment of money or for the performance of any obligation, and to undertake and carry on and execute all kinds of financial, mining, commercial, trading and other operations and to carry on any other business which may seem to be capable of being carried on in connection with any of these objects or be calculated directly or indirectly to enhance the value of or facilitate the realisation of or render profitable any of the Company's property or rights.
- (36) To advance, deposit or lend money, securities and property, to or with such persons and on such terms as may seem expedient and to discount, buy, sell, bills, notes, warrants, coupons and other negotiable or transferable documents.
- (37) To transact and carry on all kinds of agency business and in particular to collect rents and debts and to negotiate loans to find investment and to issue, place shares, stocks, debenture stocks or securities.
- (38) To administer trust estate, and the estates of deceased, bankrupt or insolvent persons or the property of companies in liquidation or any other estates liquidation and to undertake the office of trustee, executor, administrator, assignee, inspector, liquidator, custodian, guardian, treasurer or any similar office, and to perform and discharge the duties of any such office for commission, or other remuneration, or otherwise.
- (39) To appoint any persons (whether incorporated or not) to accept and hold in trust for the company any property belonging to the company, or in which it is interested and for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trustee or trustees.

- (40) To promote or assist in the promotion of any company for the purpose of acquiring the undertaking or all or any of the property and undertaking any of the liabilities of this Company, or of undertaking any business of operations which may seem directly or indirectly likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares, debentures or debenture stock or securities of such company to subsidise or otherwise assist any such company.
- (41) To purchase or otherwise acquire and undertake the whole or any part of the business, goodwill, assets and liabilities of any person, firm, or company carrying on or proposing to carry on any business which the Company is authorised to carry on or engage in or possessed or property suitable for the purpose of or that may be conducive to the interest of this Company and in particular so that the consideration may be wholly or partly satisfied by the allotment of shares, debentures, debenture stock or securities of the Company.
- (42) To amalgamate, enter into partnership or any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal, concession, mutual assistance or otherwise with any person, firm or company, carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or be engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to acquire in any manner whatsoever shares and securities of any such manner.
- (43) To subscribe for, take underwrite, purchase, or otherwise acquire and hold shares, debentures, debenture stock or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (44) To purchase, acquire, hold, sell shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body of authority supreme, municipal, local or otherwise, whether at home or abroad.
- (45) To invest with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (46) To sell, improve, manage, develop, lease, mortgage, dispose of, exchange, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (47) To sell or dispose of all or any of the undertaking and assets of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any company having objects altogether or in part similar to those of this Company.
- (48) To distribute any property of the Company whether upon a division of profits or a distribution of assets, among the members in specie or otherwise.
- (49) To enter into any arrangement with any governments or authorities, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such governments 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.

- (50) To purchase the Company's own shares up to 10% of its issued and paid-up share capital at any given point in time through the Kuala Lumpur Stock Exchange on which the shares of the Company are quoted in accordance with the provisions of the Companies Act 1965, the Rules of Malaysian Central Depository, regulations and orders made pursuant thereto and the requirements of the Kuala Lumpur Stock Exchange and any other relevant authorities and to deal with the acquired shares in a manner as from time to time be permitted and allowed by law.
- (51) To carry on any other business whether similar to the foregoing or not which may seem to the Company capable of being conveniently carried on in connection with any of the objects of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (52) To draw, make, accept, endorse, discount, execute, and issue promissory note, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (53) To borrow or raise money and to ensure the repayment of any money borrowed, raised or owing in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon, and by mortgage, charge, lien, debentures or debenture stock of and on the whole of any part of the Company's property or assets (both present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (54) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures, debenture stock or other securities of the Company or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
- (55) To establish or aid in the establishment to contribute to and to support or guarantee funds, trusts, insurance or pension schemes and to make payment gratuities and to make or enter into any other whatsoever arrangement calculated or likely to benefit any person or persons who are or have any time been employed by the Company or its predecessors in business and the dependents or relatives of such person or persons.
- (56) To establish and or support or to aid in the establishment and or support of and to make donations or subscription to or to subsidise any whatsoever association, fund, institution, place of worship, school, society or any other body or partly having or for any objects or purposes whatsoever.
- (57) To make contributions and donations and in any other manner to give aid assistance and help to any person, firm, company, association, society or other body or party for any whatsoever object or purpose.

And it is hereby declared that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of person whether incorporated or unincorporated, and whether domiciled in Malaysia or elsewhere, and further that the objects specified in each paragraph of this clause shall be regarded as independent objects and accordingly shall, except where otherwise expressed in any paragraph, be in no wise limited or restricted by reference to, or inference from the terms of any other paragraph or the name of the Company but may be carried out in as full and ample a manner and construed just as wide a sense as if the said paragraph defined the objects of a separate distinct and independent company.

4. The liability of the members is limited.
5. The capital of the Company is RM800,000,000.00 Malaysian Currency divided into 1,600,000,000 ordinary shares of RM0.50 each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.
6. Subject always to the respective rights, terms and conditions mentioned in Clause 5 hereof of the Company shall have power to increase or reduce the capital, to consolidate or sub-divide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the regulations for the time being of the Company.

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

Names, Addresses and Description of Subscribers	Number of Shares taken by each subscriber
TAN SOON HIANG (F) I/C NO : 520205-01-5302 NO. 2, JALAN 12/5 46200 PETALING JAYA SELANGOR DARUL EHSAN COMPANY DIRECTOR	(1) ONE
TEA SOR HUA (F) I/C NO : 710217-08-6228 693-13-01, DESA KIARA CONDO JALAN DAMANSARA TAMAN TUN DR. ISMAIL 60000 KUALA LUMPUR COMPANY DIRECTOR	(1) ONE
Total number of shares taken:-	(2) TWO

Dated this 17th day of December, 1998

Witness to the above signatures:-

SOO LAI SUN
 IC NO : A2377473-B
 NO. 61, JALAN 20/1
 DAMANSARA KIM
 47400 PETALING JAYA
 SELANGOR DARUL EHSAN

THE COMPANIES ACT, 1965

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TOP GLOVE CORPORATION BHD.

PRELIMINARY

1. The Regulation contained in Table "A" in the Fourth Schedule to the Companies Act 1965 shall not apply to the Company except in so far as the same are repeated or contained in these Articles. Table "A" excluded.

INTERPRETATION

2. In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not consistent with the subject or contexts:

WORDS

MEANINGS

"Authorised Nominee"	- A person who is authorised to act as nominee as specified in accordance with the schedule prescribed under Part VI of the Rules of the Depository.
"Book Closing Date"	- Means the specified time and date set by the Company for the purpose of determining entitlements to dividends, interests, new securities or other distributions or rights of holders of its securities.
"Bursa Securities"	- Bursa Malaysia Securities Berhad.
"Cash Distributions"	- Cash payments made by the Company in respect of its securities which are listed and quoted for trading on Bursa Securities, as prescribed by Bursa Securities from time to time which include:- <ul style="list-style-type: none"> a. cash dividends; b. payments of interest or profit rates on debt securities or sukuk respectively; c. income distributions made by collective investment schemes;

	d. capital repayment; and e. cash payments in lieu of odd lots arising from distributions in specie.
“Central Depositories Act”	- The Securities Industry (Central Depositories) Act, 1991.
“Commission”	- Securities Commission established under Section 3 of the Securities Commission Act 1993.
“Convertible Securities”	- Securities which are convertible or exercisable by the holder, or automatically, or by their terms of issue, into shares or stocks.
“Depositor”	- A holder of a securities account established by the Depository.
“Depository”	- Bursa Malaysia Depository Sdn. Bhd.
“Deposited Security”	- Shall have the meaning given in Section 2 of the Central Depositories Act.
“Dividend”	- Includes bonus.
“Exempt Authorised Nominee”	- An authorised nominee defined under Central Depositories Act which is exempted from compliance with the provisions of Subsection 25A(1) of the Central Depositories Act.
“Foreign Depository”	- A foreign depository which operates a system for the deposit and custody of Securities or which permits or facilitates the settlement of Securities transactions or dealings in Securities without the physical delivery of scrips.
“Foreign Ownership Regulations”	- The Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996.
“Foreign Stock Exchange”	- SGX-ST (for so long as the Securities of the Company are listed on the SGX-ST) and/or such other foreign stock exchange on which the Company is listed or approved to be listed.
“Independent Director”	- A director as defined under the Listing Requirements.
“Listing Requirements”	- The Listing Requirements of Bursa Securities including any amendment thereto that may be made and such practice notes or circulars as may be issued by Bursa Securities from time to time.
“Market Day”	- A day on which the stock market of the Bursa Securities is open for trading in securities.

“Member/Members”	- Includes a Depositor who shall be treated as if he was a member pursuant to Section 35 of the Central Depositories Act but excludes the Depository or its nominees in its capacity as a bare trustee.
“Month”	- Calendar month.
“Omnibus Account”	- A securities account in which ordinary shares of the Company are held in the Company for multiple beneficial owners in one (1) securities account and includes a securities account maintained by an Exempt Authorised Nominee on behalf of a Foreign Depository.
“Principal Subsidiary”	- A subsidiary which accounts for 25% or more of (i) the latest audited consolidated profit after tax of the group or (ii) the total assets employed of the group.
“Record of Depositors”	- A record provided by the Depository to the Company under chapter 24.0 of the Rules of the Depository.
“Relevant Regulations”	- All relevant rules, regulations, guidelines, directives, practice notes, guidance notes passed or issued by any relevant authority for the time being in force applying to or affecting the Company and/or these Articles which shall include where applicable, the Act, the Central Depositories Act, the Listing Requirements, the Rules of the Depository and the legislation, rules, regulations, guidelines, directives, practice notes, guidance notes and other requirements of such other Stock Exchange in respect of which the Securities of the Company are listed or traded or the Foreign Depository, as the case may be.
“Rules” or “Rules of the Depository”	- Shall have the meaning given in Section 2 of the Central Depositories Act and any modification or amendment thereto for the time being in force.
“Secretary”	- Any person or persons appointed to perform the duties of a secretary of the Company and shall include an assistant or deputy secretary.
“Securities”	- Shall have the meaning given in Section 2 of the Capital Markets and Services Act 2007.
“SGX-ST”	- The Singapore Exchange Securities Trading Limited and its successor in title.
“Shares”	- Ordinary shares of the Company.

- “Special Resolution” - Has the meaning assigned thereto by the Act.
- “Stock Exchange” - The Bursa Securities and if not inconsistent with the subject or context, includes the Foreign Stock Exchange.
- “the Act” - The Companies Act, 1965, as the same may be amended or re-enacted from time to time.
- “the Articles” - The Articles of Association set out herein, as the same may be amended by special resolution from time to time.
- “the Audit Committee” - The audit committee appointed in accordance with the regulations or requirements prescribed by the Bursa Securities from time to time.
- “the Beneficial Owner” - In relation to Deposited Securities, the ultimate owner of the Deposited Securities who is the person who is entitled to all rights, benefits, powers and privileges and is subject to all liabilities, duties and obligations in respect of, or arising from, the Deposited Securities and does not include a nominee of any description.
- “the Company” - TOP GLOVE CORPORATION BHD.
- “the Directors” - The Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present.
- “the Office” - The registered office for the time being of the Company.
- “the Register” - The registered of Members to be kept pursuant to the Act.
- “the Registrar” - Any person appointed to perform the duties of the Share Registrar of the Company.
- “the Seal” - The common seal of the Company.
- “Year” - Calendar year.

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

Words importing the singular only shall include the plural and the masculine gender shall include the feminine and neuter genders and the word “person” shall include a corporation.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Act, 1967 and of the Act as in force at the date at which these regulations become binding on the Company.

The marginal notes hereto shall not affect the construction hereof, and in these presents unless

there be something in the subject or context inconsistent therewith.

SHARE BUY BACK

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| 3. | Subject always to the compliance with the provisions of the Relevant Regulations, 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, PROVIDED THAT the said purchase does not result in the total aggregate number of shares purchased or held exceeding ten percent (10%) of the issued and paid-up share capital of the Company for the time being and the prior approval of Stock Exchange has been obtained. | Share
Back. | Buy |
| 4. | Where the Company has purchased its own shares the manner as provided in Article 3 above, the Directors may resolve to, if the applicable laws, for the time being if force so allow:-

(a) cancel the shares so purchased; or

(b) retain the shares so purchased as treasury shares (as defined in the Act); or

(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 be prescribed and/or allowed by the Relevant Regulations then in force. | | |
| 5. | 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 the Relevant Regulations:-

(a) distribute the treasury shares as dividends to the Members in the manner as may be allowed by applicable law; or

(b) re-sell the treasury shares on the market of the Stock Exchange on which the said shares are quoted in accordance with the Relevant Regulations; or

(c) deal with the treasury shares in the manner as may from time to time be prescribed and/or allowed by the Relevant Regulations. | | |
| 6. | 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 are suspended and the treasury shares shall not be taken into account in calculating the number of percentage of shares or of a class of shares in the Company for any purposes including, without limiting the generality of Section 67A(3C) of the Act, the provisions of any law or requirements of the Articles of Association of the Company or the Listing Requirements or Relevant Regulations on substantial shareholding, takeovers, notices, the requisitioning of meetings, the quorum for a meeting and the result of a vote on a resolution at a meeting. | | |

SHARE CAPITAL AND VARIATION OF RIGHTS

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| 7. | The authorised share capital of the Company is RM800,000,000 (Malaysian Ringgit: Eight Hundred Million) divided into 1,600,000,000 ordinary shares of RM0.50 (Malaysian Sen: Fifty) each. | Authorised
capital. |
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8. 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 to these Articles, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Directors, subject to any ordinary resolution of the Company, determine. No shares shall be issued at a discount except in compliance with the provisions of the Act.
- Shares to be under control of Directors.
- Provided that:
- (a) The rights attaching to shares of a class other than ordinary shares be expressed in the resolution creating the same.
 - (b) Every issue of shares or options to employees and/or Directors shall be approved by shareholders in general meeting and such approval shall specifically detail the amount of shares or options to be issued to each Director.
 - (c) The Company shall not issue any shares which will have the effect of giving a controlling interest to any person, company or syndicate without prior approval of shareholders in General Meeting.
 - (d) Subject to the Act, the provisions of these Articles and the requirements of Bursa Securities, the Company shall have power to issue preference shares on such terms and conditions and carrying such rights or restrictions. The Company shall not, unless with the consent of existing preference shareholders at a class meeting, issue preference shares ranking in priority to the preference shares already issued but may issue preference shares ranking equally therewith.
9. (a) Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited accounts and attending general meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened:-
- Preference shares.
- (i) for the purpose of reducing the Company's share capital, or winding up the Company, or sanctioning a sale of the whole of our Company's property, business and undertaking; or
 - (ii) where the proposition to be submitted to the meeting directly affects their rights and privileges attached to the share; or
 - (iii) when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months; or
 - (iv) during the winding up of the Company.
- (b) The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholder's rights, may only be made pursuant to a special resolution of the preference shareholders concerned, PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths of the preference capital concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.
10. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued
- Modification of rights of different classes of shares.

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 the class. To every such special resolution the provision of Section 152 of the Act shall, with such adaptations as are necessary, apply.

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| 11. | The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company. Provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, that such commission shall not exceed ten (10) per cent of the price at which such shares are issued, or an amount equivalent to such percentage, and that the requirements of Section 58 of the Act shall be observed. Subject to the provisions of Section 54 of the Act, such commission may be satisfied by the payment of cash or the allotment of fully paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful. | Commission in Subscription of Shares. |
| 12. | Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works of building or the provision of any plant which cannot be made profitable for a long period the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 69 of the Act and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of the plant. | Interest on capital raised for building etc. |
| 13. | Except as required by law and as provided under the Relevant Regulations, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share or unit of a share (except only as by these Articles or by law otherwise provided) any other rights in respect of any except an absolute rights to the entirety thereof in the registered holder. | Trusts not to be recognised. |

CERTIFICATES

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| 14. | Subject to Article 146(2), the certificates of title to shares shall be issued under the Seal and bear the signatures or the autographic signatures of one Director and the Secretary or another 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 provided that the Directors may by resolution determine that such signature, or either of them, shall be affixed by such other person as may be authorised by the Directors or some method or system of mechanical signature. | Issue of Certificates. |
| 15. | <p>(a) Subject to the provisions of the Relevant Regulations, the Company shall allot shares and dispatch notices of allotment to the allottees and make an application for the quotation of such securities within the stipulated time frame as may be prescribed by the relevant Stock Exchange.</p> <p>(b) Save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, all new issues of shares or securities for which listing is sought shall be made by way of crediting the securities accounts of the allottees with such shares or securities unless otherwise required by the Relevant Regulations or unless the Stock</p> | Allotment of share or securities to each shareholder. |

Exchange permits the holding of physical scrips, and for this purpose, the Company shall notify the Depository or the Foreign Depository (as the case may be) of the names of the allottees and all such particulars required by the Depository or the Foreign Depository (as the case may be), to enable the Depository or the Foreign Depository (as the case may be) to make the appropriate entries in the securities accounts of such allottees.

16. Subject to the provisions of the Act, the Central Depositories Act, these Articles and the Rules of the Depository, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the Depository. In 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 (RM3.00) per certificate or such sum as shall from time to time be permitted by the Bursa Securities. In the case of destruction, loss or theft, the Depository who shall be entitled to such renewed certificate shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.
17. If the Depository shall require more than one certificate in respect of the shares registered in their name, they shall pay such fee as shall be determined by the Directors and the Stock Exchange.

New certificates may be issued.

Issued "Split" shares certificates.

LIEN

18. Subject to the provisions of the Relevant Regulations:-
- (a) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of single person for all monies presently payable by him or his estate to the Company.
- (b) The Directors may at any time declare any share to be wholly or in part exempt from the provisions of these Articles.
- (c) The Company's lien, if any, on a share shall extend to all dividends payable in respect of the share and to such amounts as the Company may be called upon by law to pay in respect of the Member or deceased Member. Unless otherwise agreed, the registration of the transfer of a share shall operate as a waiver of the Company's lien, if any, on such shares.
- (d) The Company's lien on shares and dividends from time to time declared in respect of such shares, shall be restricted, to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member.
19. The Directors may sell any shares subject to such lien at such time or times and in such manner as they think fit, but no sale shall be made until such time as the money in respect of which such lien exists or some part thereof are or is presently payable or a liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and

Company's lien on shares.

Enforcing lien by sale.

demanding payment or fulfillment or discharge thereof, and giving notice of intention to sell in default, shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfillment or discharge shall have been made by him or them for fourteen (14) days after such notice.

20. To give effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by an irregularity or invalidity in the proceeding in reference to the sale. Evidence.
21. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale or his executors, administrators or assignees or as he directs. Application of proceeds of sale.

CALLS ON SHARES

22. The Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine. Directors may make calls.
23. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid by installments. No shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him, together with interest and expenses (if any). When call deemed made.
24. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight (8) per cent per annum as the Directors may determine, but the Director shall be at liberty to waive payment of the interest wholly or in part. Interest on unpaid call.
25. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified. Sum payable on allotment deemed a call.

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| 26. | The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment. | Directors may differentiate between holders or issues. |
| 27. | The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) eight (8) per cent per annum as may be agreed upon between the Directors and the Member paying the sum in advance. Except in liquidation, sum paid in advance of call shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid. | Payment of calls in advance. |
| 28. | Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. | Capital paid on shares in advance call. |

PRINCIPAL SUBSIDIARY

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| 29. | Subject to the Act, the provisions of these Articles and the requirements of the Stock Exchange, any issue of shares or Convertible Securities by a Principal Subsidiary that dilutes or could potentially dilute the Company's equity interest in the Principal Subsidiary by 25% or more shall require the prior approval of the Company in general meeting. | Principal Subsidiary. |
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TRANSFER OF SHARES

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| 30. | <p>Subject to the provisions of these Articles and the Relevant Regulations with respect to transfer of Deposited Security, all transfers of Securities:</p> <p>(a) to the Depository, Foreign Depository or their nominee company which includes a Foreign Depository's Exempt Authorised Nominee; or</p> <p>(b) prior to the listing and quotation of such Securities on the Stock Exchange,</p> <p>may be effected by transfer in writing in the usual form conforming with the Act and/or approved by the relevant Stock Exchange, or such form as may from time to time, be prescribed under the Act or approved by the relevant Stock Exchange. Subject to these Articles, there shall be no restriction on the transfer of fully paid-up Securities except where required by law.</p> | Execution of instrument of transfer etc. |
| 31. | (a) Subject to the restriction imposed by these Articles and the Rules (with respect to transfer of Deposited Security), the transfer of any listed Securities or class of listed Securities of the Company which have been deposited with the Depository, shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to Subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such listed Securities. | Transfer of Deposited Security. |

- (b) The transfer of the beneficial ownership of any Deposited Security held by a Foreign Depository's Exempt Authorised Nominee which does not result in a transfer of any Deposited Security to or from an Omnibus Account shall be in accordance with the rules and regulations of such Foreign Stock Exchange.
32. (a) With the exception of transfer in favour of the Depository and Foreign Depository or their nominee company, including a Foreign Depository's Exempt Authorised Nominee, as the case may be, (save and except for the transfer of beneficial ownership of any Deposited Security held through an Omnibus Account) and subject to the provisions of the Relevant Regulations, the Directors may in their absolute discretion decline to register any transfer of shares where the registration of the transfer would result in a contravention of or failure to observe the provisions of any Relevant Regulations or the transfer is in respect of a partly paid share in respect of which a call has been made and is unpaid. Declination to register transfer of shares.
- (b) (i) In the case of Deposited Security, the Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and Rules.
- (ii) The Foreign Depository may in its absolute discretion refuse to register any transfer of the beneficial ownership of any Deposited Security held through an Omnibus Account, that does not comply with its rules and regulations.
- (c) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.
33. Subject to the provisions of the Relevant Regulations, there shall be no restriction on the transfer of fully paid Securities except where required by law or the Relevant Regulations or the transfer is in respect of a partly paid share in respect of which a call has been made and is unpaid and no Securities shall in any circumstance be transferred to any infant, bankrupt or person of unsound mind. No restriction on fully paid shares.
34. The registration of transfer (including transfers of beneficial ownership of any Deposited Security held through an Omnibus Account) may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year or such number of days as may be prescribed by the relevant Stock Exchange. The Company shall give the relevant Stock Exchange prior written notice and publication in a daily newspaper circulating in the country of that relevant Stock Exchange of the period of the Closing of transfer books and registers.

intended suspension or closure and the purposes thereof, which notice shall be at least twelve (12) market days after the date of announcement to the relevant Stock Exchange or such number of days as may be prescribed by the relevant Stock Exchange. In relation to the closure, the Company shall give written notice to the Depository or Foreign Depository, as the case may be, in accordance with the Relevant Regulations to enable the Depository or Foreign Depository to prepare the appropriate record of depositors.

35. 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 (RM3.00) or such sum as may be fixed from time to time by the Bursa Securities. Fee for registration.
36. Subject to the provisions of these Articles the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person. Renunciation of shares may be recognised.

TRANSMISSION OF SHARES

37. Subject to the provisions of the Act, the Central Depositories Act and Rules or the Relevant Regulations (as the case may be), in case of the death of a Member the legal personal representatives of the deceased, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any shares which had been held by him. On death of Member.
38. 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 Depository or the Foreign Depository (as the case may be) and subject to the Relevant Regulations and as hereinafter provided, elect either to be registered himself as holder or beneficial owner of the Share (whichever applicable) or to have some person nominated by him registered as the transferee thereof, but the Depository or the Foreign Depository (as the case may be) shall in either case in accordance with the provisions of written law, have the same right to decline or suspend registration as 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 or a Deposited Security held through an Omnibus Account, subject to the provisions of any written law, a transfer or withdrawal of the Share may be carried out by the person becoming so entitled. Shares of deceased or bankrupt Member.
39. (a) Subject to the provisions of the Relevant Regulations, where the registered holder of any Share or beneficial owner of a Deposited Security held through an Omnibus Account dies or becomes bankrupt, his personal representatives or the assignees of his estate as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Depository or the Foreign Depository (as the case may be) in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder or beneficial owner of a Deposited Security held through an Omnibus Account would have been entitled to if he had not died or become bankrupt. Evidence of representative.
- (b) The Company shall be entitled to charge a fee not exceeding Ringgit Malaysia Three (RM3.00) or such sum as may from time to time be

prescribed by the relevant Stock Exchange on the registration of every probate, letter of administration, certificate of death or marriage, power of attorney or other instrument.

40. (a) Subject to the Relevant Regulations, where:-
- Transmission
of Securities.
- (i) the Securities of the Company are listed on a Stock Exchange other than Bursa Securities; and
- (ii) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules 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 Foreign Stock Exchange to the register of holders maintained by the Registrar of the Company in Malaysia and vice versa, provided that there shall be no change in the ownership of such Securities.
- (b) The procedures for the transmission of the Securities between Bursa Securities and any other Foreign Stock Exchange and for the deposition and withdrawal of any Securities held under scripless system shall be determined by the Directors from time to time subject to and in accordance with the Relevant Regulations.

FORFEITURE OF SHARES

41. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
- Notice
requiring
payment on
calls.
42. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
- Form of
Notice.
43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
- Shares
forfeited.
44. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
- Forfeited
shares may
be sold or
reallotted.

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| 45. | A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of eight (8) per cent per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares. | Arrears to be paid notwithstanding forfeiture. |
| 46. | A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. | Evidence of forfeiture and validity of sale. |
| 47. | The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share. | Procedures for shares forfeited. |
| 48. | The provisions of these Articles to a forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. | Provision applicable to forfeiture of shares. |
| 49. | If any shares are forfeited and sold, any residue after the satisfaction of the unpaid calls and accrued interests and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators or assignees or as he directs. | Application of proceeds of forfeiture. |
| 50. | The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the shares as between the shareholder whose share is forfeited and the Company except only such of those rights and liabilities as are by these Articles expressly saved or as may by the Act be given or imposed in the case of past Members. | Consequence of forfeiture. |

CONVERSION OF SHARES INTO STOCK

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| 51. | The Company may by ordinary resolution passed at a General Meeting convert any paid up shares into stock and reconvert any stock into paid-up shares of any denomination. | Conversion to be at General Meeting. |
| 52. | The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Articles 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, but the Directors may from time to time | Transfer of stock. |

fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

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| 53. | The holders of stock shall, according to the amount of the 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 right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right, privilege or advantage. | Participation
of
stockholders
in dividends. |
| 54. | Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock, and the word "share" and "shareholder" therein shall include "stock" and "stockholder". | Definition. |

INCREASE OF CAPITAL

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| 55. | The Company may from time to time, whether all the shares for the time being authorised shall have been issued or all shares for the time issued shall have been fully called up or not, by ordinary resolution increase its share capital by the creation and issuance of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividends, return of capital or otherwise as the Company by the resolution authorising such increase directs. | Power to
increase
capital. |
| 56. | Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declined 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 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 the persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article. | Issue of new
shares to
Members. |
| 57. | Notwithstanding Article 56 above, the Company may apply to the Bursa Securities to waive the convening of a general meeting to obtain Members' approval for further issuance of shares (other than bonus or rights issue) where:-

(a) the aggregate issues of which in any one financial year do not exceed ten per cent (10%) of the issued share capital of the Company; and
(b) there is still in effect a resolution under Section 132D of the Act approving the issuance of shares by the Company. | Waiver from
Bursa
Securities for
convening of
Extraordinary
General
Meeting for
new issue of
shares. |

58. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.
- How far new shares to rank with original shares.

ALTERATION OF CAPITAL

59. The Company may from time to time by ordinary resolution:-
- (a) Increase the share capital by the creation of new shares of such amount as the resolution shall prescribe;
- (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) Subdivide its shares or any of them into shares of smaller amount than is fixed by the memorandum, so however that in the sub-division the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;
- (d) Cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.
- Consolidation, cancellation and sub-division of capital.
60. All new shares created as a result of any increase or charge in the Company's capital shall be subject to the same provisions of these Articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
- Provision applicable to new shares created or change of company's capital.
61. The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner with, and subject to, any incident authorized, and consent required by law.
- Reduction of capital.

GENERAL MEETINGS

62. An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act. All General Meetings other than the Annual General Meetings shall be called Extraordinary General Meeting. All General Meetings shall be held at such time and place as the Directors shall determine. Every notice convening a General Meeting shall contain sufficient information to enable a Member to decide whether to attend the meeting and any other information as required by the Listing Requirements. Every notice convening a meeting for passing a special resolution shall state the intention to propose such resolution as a special resolution.
- General Meeting.
- 62A. Subject to Section 145A of the Act, all general meetings shall be held within Malaysia at more than one (1) venue using any technology that allows all Members a reasonable opportunity to participate and at such time, day and place as the Directors shall determine.
- Venue of General Meeting and participation via any technology.

63. The Directors may whenever they so decide by resolution convene an Extraordinary General Meeting of the Company. In addition, an Extraordinary General Meeting shall be convened on such requisition as is referred to in Section 144 of the Act. If the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 144, a meeting may be convened by the requisitionists themselves in the manner provided in Section 144 of the Act. Extraordinary General Meeting.
64. Subject to the provision of the Act relating to the agreements for shorter notice and Article 65 at least fourteen (14) clear days' notice before the meetings or at least twenty-one (21) clear days' notice before the meeting where any special resolution is to be proposed or where it is an annual general meeting shall be given to all members of the Company. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in the case of special business shall also specify the general nature of that business and shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' notice or twenty-one (21) days' notice in the case where any special resolution is proposed or where it is an annual general meeting shall also be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed. Notices of meetings.
65. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these Articles, be deemed to have been duly called if it is so agreed subject to the provisions of the Act by members entitled to attend and vote at such meeting. Shorter Notice.
66. (a) The Company shall request the Depository in accordance with the Rules of the Depository, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. Record of Depositors.
- (b) The Company shall also request the Depository in accordance with the Rules of 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 3 Market Days before the general meeting (hereinafter referred to as "the General Meeting Record of Depositors").
- (c) 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 thereat unless his name appears in the General Meeting Record of Depositors.
- (d) At least three and a half (3½) Market Days' prior notice or such other period as may be required by the Depository (or, subject to any written laws to the contrary, such other period provided for under the Rules of the Depository) shall be given to the Depository to enable the Depository to prepare the appropriate Record of Depositors.
67. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting shall be special, with the exception of declaring a dividend, the Special business.

consideration of the accounts, balance-sheets and the reports of the Directors and auditors, the election of Directors in the place of those retiring, and the appointment and fixing of the remuneration of the auditors.

68. In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him, and the proxy may but need not be a Member of the Company. Notice.
69. The accidental omission to give notice of any meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive such notice shall not invalidate any resolution passed or the proceedings at any such meeting. Accidental omission of notice.

PROCEEDINGS AT GENERAL MEETING

70. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two Members present in person shall be a quorum. For the purposes of this Article "Member" includes a person attending as a proxy or representing a corporation which is a Member. Quorum.
71. The Chairman (if any) of the Board of Directors shall preside at every General Meeting but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or if he shall be unwilling to act as Chairman, the Deputy Chairman of the Company shall be the Chairman or if there be no Deputy Chairman or Deputy Chairman shall be unwilling to act as Chairman, the Members present shall choose any one of the Directors of the Company present to be the Chairman, or if no Director be present or if all the Directors present decline to take the Chair, the members present in person or by proxy and entitled to vote shall choose one of their own number present to be Chairman of the meeting. Chairman of General Meeting.
72. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next business day following that public holiday) at the same time and place, or to such other day and at such other time and place as the Directors may determine, but if a quorum is not present within half an hour from the time appointed for holding the adjourned meeting the Members present at an adjourned meeting shall for a quorum. Adjournment if a quorum not present.
73. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Power to adjourn General Meeting.

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| 74. | Any resolution set out in the notice of any general meeting, or in any notice of resolution which may properly be moved and is intended to be moved at any general meeting shall be voted by poll. | How resolutions are decided. |
| | No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment which shall be carried out by a show of hands. The Chairman shall declare that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the vote recorded in favour of or against the resolution. | |
| | Subject to the Act and the Articles herein, every resolution shall be decided by a majority of votes. | |
| 75. | A poll shall be taken in such manner as the Chairman directs, and at least one (1) scrutineer must be appointed to validate the votes cast at the meeting. The appointed scrutineer must not be an officer of the Company or its related corporation, and must be independent of the person undertaking the polling process. | Poll to be taken. |
| 76. | In the case of an equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote. | Chairman to have casting vote. |
| 77. | Subject to Article 74 and any rights or restrictions for the time being attached to any class or classes of shares, at meetings of Members or classes of Members each Member entitled to vote may vote in person or by proxy or by attorney or other duly authorised representative, and on a show of hands every Member present in person or proxy of a Member shall have one (1) vote and on a poll every Member present in person or by proxy or by attorney or other duly authorised representative shall have one (1) vote for each share he holds. | Voting rights of Proxy. |
| 78. | A holder may appoint not more than two (2) proxies to attend the same meeting. Where a holder appoints two (2) proxies, he shall specify the proportion of his shareholding to be represented by each proxy. Subject to Article 74, a proxy shall be entitled to vote on a show of hands on any question at any general meeting. | Voting rights of holders. |
| 79. | Subject to Article 74, a Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy or attorney. | Members of unsound mind. |
| 80. | No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive. | Vote to be taken as Chairman shall Direct. |
| 81. | Subject to Article 66, a 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 or other sums presently payable by him due to the Company have been paid. | Voting rights of Members. |

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| 82. | Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such a manner that a unit of capital in each class when reduced to a common denominator, shall carry the same voting power when such right is exercisable. | Voting rights of shares of different monetary denomination. |
| 83. | Where a Member of the Company is an authorised nominee as defined under the Central Depositories Act, it may appoint not more than two (2) proxies in respect of each Securities account it holds with Shares of the Company standing to the credit of the said Securities account. | Appointment of proxy by authorised nominee. |
| 83A. | Where a Member of the Company is an Exempt Authorised Nominee which holds Shares for multiple beneficial owners in an 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 multiple proxies. |
| 84. | The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, whether under its seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a Member of the Company and a Member may appoint any person to be his proxy without limitation and the provisions of Sections 149(1)(a), (b), (c) and (d) of the Act shall not apply to the Company. A proxy appointed to attend and vote at a meeting of the Company shall have the same rights as the Member to speak at the meeting. | Proxy to be in writing and rights of proxy. |
| 85. | The instrument appointing a proxy shall be in the following form or in such other form as the Directors may approve. | Form of proxy. |

TOP GLOVE CORPORATION BHD.

I/We, _____, of _____ being a Member/
 Members of the abovenamed Company, hereby appoint _____ of
 or failing him, _____ of
 as my/our proxy to vote for me/us on my/our behalf
 at the [Annual or Extraordinary, as the case may be] General Meeting of the
 Company, to be held on the _____ day of _____ 20____, and at any
 adjournment thereof.

Signed this _____ day of _____ 20____.

This form is to be used ***in favour of** the resolution
against

* Strike out whichever is not desire. [Unless otherwise instructed, the proxy may vote as he thinks fit]

86. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. Instrument appointing proxy to be deposited.
87. Deleted.
88. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid, notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been given to the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used. Revocation of authority.
89. A corporation may by resolution of its directors or other governing body, if it is a Member of the Company, authorize such person as it thinks fit to act as its representative either at a particular meeting or at all meetings of the Company or of any class of Members, and a person so authorized shall in accordance with his authority and until his authority is revoked by the corporation be entitled to exercise it as if it were an individual Member of the Company. Corporate representative.

DIRECTORS: APPOINTMENT, ETC.

90. Deleted.
91. The first Directors of the Company shall be Ms. Tea Sor Hua and Ms. Tan Soon Hiang. First Directors.
92. Unless otherwise determined by the Company in General Meeting, at least two (2) directors or one-third of the Board of Directors, whichever is higher, shall be Independent Directors. If the number of directors is not 3 or multiple of 3, then the number nearest one-third shall be used for purposes of determining the requisite number of Independent Directors. Independent Directors.
93. Until otherwise determined by general meeting, the number of Directors including a Managing Director shall not be less than two (2) nor more than fifteen (15) but in the event of any casual vacancy occurring and reducing the number of Directors below the aforesaid minimum number, the remaining Directors or Director may, except in an emergency, act only for the purpose of filling up such vacancy or vacancies or of summoning a general meeting of the Company. Number of Directors.
94. An election of Directors shall take place each year. At the first Annual General Meeting of the Company all the Directors shall retire from office and at each Annual General Meeting in every subsequent year one-third of the Directors for the time being or the number nearest to one-third, shall retire from office PROVIDED ALWAYS that all Directors, shall retire from office once at least in Rotation and retirement of Directors.

each three (3) years but shall be eligible for re-election. A retiring Director shall be eligible for re-election and shall retain office until the close of the meeting at which he retires.

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| 95. | No person, not being a retiring Director shall be eligible for election to the office of director at any general meeting unless a Member intending to propose him for election has, at least eleven (11) clear days before the meeting, left at the registered office of the Company a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such Member to propose him for election, provided that in the case of a person recommended by the Directors for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the board of directors shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place. | Notice of intention to appoint Directors. |
| 96. | The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. | Selection of Directors to retire. |
| 97. | The Company at the meeting at which a Director retires in manner aforesaid shall fill up the vacated office by electing a person thereto and, in default, the retiring Director shall be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill up the vacated office or a resolution for his re-election shall have been put to the meeting and lost. | Retiring directors deemed to be selected. |
| 98. | At the General Meeting at which more than one Director is to be elected, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two or more persons as Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it. | Resolution for appointment of directors. |
| 99. | The Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office. | Increase or reduction in number of directors. |
| 100. | The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. Any Director so appointed shall hold office only until the next annual general meeting of the Company when he shall retire but shall then be eligible for re-election but he shall not be taken into account in determining the Directors who are to retire by rotation at the meeting. | Director's power to fill casual vacancies and to appoint additional directors. |
| 101. | If at any meeting at which an election of Directors ought to take place, the places of retiring Directors or some of them are not filled up, the retiring Directors or such of them as have not had their places filled up shall, if willing to act, be deemed to have been re-elected. | Omission to fill vacancy. |

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| 102. | The Company may by ordinary resolution, of which special notice has been given in accordance with section 128 of the Act, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. | Removal of Director. |
| 103. | The Company may by ordinary resolution appoint another person in place of a Director removed from office. A person appointed in place of a Director so removed shall be subject to retirement by rotation at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected as Director. In default of such appointment the vacancy so arising may be filled by the directors as a casual vacancy. | Appointment of Director in place of one removed. |
| 104. | <p>(a) The remuneration of the Directors shall from time to time be determined by the Company in General Meeting subject to Articles 104(b) and (c) and Article 105. That remuneration shall be deemed to accrue from day to day. Remuneration paid by the company to the alternate shall be deducted from the Director nominating him. The Director may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meeting of the Company or in connection with the business of the Company.</p> <p>(b) Fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover.</p> <p>(c) Salaries payable to executive Directors may not include a commission on or percentage of turnover.</p> | Remuneration of Directors. |
| 105. | Fees payable to Directors shall not be increased except pursuant to a resolution passed at a General Meeting, where notice of the proposed increase has been given in the notice convening the meeting. | Increase in directors' remuneration. |
| 106. | If any Director being willing and having been called upon to do so by the other Directors shall render or perform special a extraordinary services or travel or reside abroad for any business or purposes on behalf of the Company, he shall be entitled to receive such sum as the Directors may think fit, either as a fixed sum or as percentage of profits or otherwise but not a commission on or percentage of turnover and such remuneration may, as the Directors shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses of the Company. | Remuneration for extra services. |
| 107. | The shareholding qualification for Directors may be fixed by the Company in General Meeting and until so fixed no shareholding qualification for Directors shall be required. All Directors shall be entitled to receive notice of and to attend all General Meetings of Company. | Directors' qualification. |
| 108. | The office of a Director shall become vacant if the Director during his term of office:- | Office of Director vacated in certain cases. |

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (b) becomes prohibited by law from being a Director by reason of any order made under the Act or ceases to be a director by virtue of the Act;
- (c) becomes of unsound mind or becomes a person whose estate is liable to be dealt with in any way under the law relating to mental disorder;
- (d) resigns his office by notice in writing to the Company;
- (e) is removed from his office of Director by notice in writing from the Company or by ordinary resolution of the Company in general meeting of which special notice has been given; or
- (f) shall be required to resign his office by a notice in writing lodged at the Office signed by the holder or holders of not less than three-fourths in nominal value of the issued shares of the Company.

POWERS AND DUTIES OF DIRECTORS

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| 109. | The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these Articles, to the provisions of the Act and to such regulations, not being inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made or passed. | General Power of the company vested in Directors. |
| 110. | The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge any of the Company's or the subsidiaries' undertaking, property or uncalled capital as the case may be, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or a related third party. | Power of director to borrow and issue debenture. |
| 111. | Subject to the provisions of the Act and the Listing Requirements, the directors shall not acquire or dispose of an undertaking or property of a substantial value or dispose of a substantial portion of the Company's undertaking or property without the approval of the Company in General Meeting. | Sale or Disposal of undertaking. |
| 112. | The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any subsidiary of the Company and to the widow, family members or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any of the Company's subsidiary or any such persons as aforesaid, and make payments for or towards any hospital or scholastic expenses or any insurance of any such persons. Provided that any Director holding such salaried | Power to maintain pension fund. |

employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in General Meeting.

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| 113. | The Directors may exercise the powers conferred by the Act in relation to any official Seal for use outside Malaysian and in relation to branch registers. | Branch Registers. |
| 114. | The Directors may from time to time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such condition 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 discretion vested in him. | Director may appoint attorneys. |
| 115. | All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time by resolution determine. | Execution of negotiable instruments and receipts for money paid. |
| 116. | The Directors shall cause minutes to be made:-

(a) of all appointments of officers to be engaged in the management of the Company's affairs;
(b) of names of Directors present at all meetings of the Company and of the Directors; and
(c) of all proceedings at all meetings of the Company and of the Directors.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, and the same shall be conclusive evidence without any further proof of the facts therein stated. | Minutes to be made and when signed by Chairman to be conclusive evidence. |
| 117. | The Company shall in accordance with the provisions of the Act keep at the office a register containing such particulars with respect to the Directors and managers of the Company as are required by the Act, and shall from time to time notify the Registrar of any change in such register and of the date of change in the manner prescribed by the Act. | Register of Directors and Managers. |

PROCEEDINGS OF DIRECTORS

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| 118. | The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Director may at any time and the Secretary shall on the requisition of any of the Directors summon a meeting of the Directors. | Meeting of Directors. |
| 119. | It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Malaysia. | Notice. |

120. The quorum necessary for the transaction of the business of the Directors shall be two and a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretion by or under these Articles vested in or exercisable by the Directors generally. Quorum.
121. The Directors may elect a Chairman and a Deputy Chairman of their meetings and determine the period for which they are to hold office. The Chairman or in his absence the Deputy Chairman shall preside at all meetings of Directors. If neither a Chairman nor Deputy Chairman is elected, or if at any meeting the Chairman or Deputy Chairman is not present within ten minutes after the time appointed for holding the meeting, the Directors present may choose one of their numbers to be Chairman of the meeting. Chairman of Directors.
122. Subject to these Articles questions arising at any meeting of Directors shall be decided by a majority of votes, each Director having one vote and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote except where if the quorum of the meeting is two (2), and only two Directors are competent to vote on the question at issue or where only two directors form a quorum. Chairman casting vote.
123. The remaining directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to the articles of the Company, the remaining directors may, except in an emergency, act only for the purpose of increasing the number of directors to such minimum number, or to summon a general meeting of the Company. Proceedings in case of vacancies.
124. (a) A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 131 of the Act. Director's interest in Contracts.
- (b) Subject to the provisions of the Act, no Director shall be disqualified from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.
125. A Director of the Company may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interests in such other company unless the Company otherwise direct. Interest of Director in other Companies.

126. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary thereby established.
- Power of Directors to contract with the Company.
127. A Director shall not vote in respect of any contract or arrangement in which he is interested, directly or indirectly, and if he shall do so his vote shall not be counted, nor, shall he be counted in the quorum present at any Meeting, but neither of these prohibitions shall apply to:-
- Contracts or arrangements which the Director can vote.
- (a) Any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
 - (b) Any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
 - (c) Any contract by a Director to subscribe for or underwrite shares or debentures of the Company; or
 - (d) Any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder of shares or other securities; or
 - (e) Any contract or proposed contract which has been or will be made with or for the benefit of or on behalf of a corporation (as defined in the Act) which by virtue of Section 6 of the Act is deemed to be related to the Company – that he is a director of that corporation.
- Provided that these prohibitions may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction, by the Company in general meeting.
128. A general notice may be given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may after the date of the notice, be made with that company or firm and such notice shall be deemed a sufficient declaration of interest in regard to any contract so made if it specifies the nature and extent of his interest in the specified company or firm and his interest is not different in nature or greater in extent than the nature and extent so specified in the general notice at the time any contract is made but no such notice shall be of any effect unless either it is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.
- General notice of interest in contracts.

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| 129. | A Director notwithstanding his interest may, provided that none of the other directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment as hereinafter mentioned are considered or whereat any decision is taken upon any contract or arrangement in which he is in any way interested provided always that he has complied with Section 131 of the Act. | Relaxation of restriction voting. |
| 130. | Any Director may act by himself or through his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company. | Remuneration for Professional Services. |

ALTERNATE DIRECTOR

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| 131. | <p>(a) Each Director shall have the power to nominate in writing under his hand any person approved for that purpose by a majority of the other Directors to act as his alternate ("Alternate Director") and on such appointment being so made and approved the Alternate Director shall in all respects be subject to the terms and conditions existing with reference to the other Directors and each Alternate Director, whilst acting in the place of the Director whom he represents, shall exercise and discharge all the duties and functions of such Director but shall look to such Director solely for his remuneration and shall not be entitled to claim remuneration from the Company.</p> <p>(b) Subject to the provisions of the Listing Requirements, an alternate Director shall not be appointed as a Member of the Audit Committee of the Company.</p> <p>(c) If a Director making any such appointment as aforesaid shall cease to be a Director (otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected), the person appointed by him shall thereupon cease to have any power or authority to act as an Alternate Director.</p> <p>(d) An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.</p> <p>(e) Where an Alternate Director is himself a Director, he shall have a separate vote on behalf of the Director he is representing in addition to his own vote.</p> | Alternate Director. |
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COMMITTEES OF DIRECTORS

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| 132. | The Directors may in accordance with the regulations or requirements prescribed by the Bursa Securities from time to time, establish any committees, local boards or agencies for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may lay down, vary or annual such rules of the Depository and regulations as they may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretion vested in the Directors, with power to-sub-delegate, and may authorise the member or members of any such committee or local board or agency, to fill any vacancies therein or to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby. | Committees. |
| 133. | A committee, local board or agency may elect a chairman of its meeting in accordance with the regulations or requirements prescribed by the Bursa Securities from time to time; if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be the chairman of the meeting in accordance with the regulations or requirements prescribed by the Bursa Securities from time to time. | Chairman of committee. |
| 134. | Subject to any rules of the Depository and regulations made pursuant to Article 132, a committee may meet and adjourn as it thinks proper and questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman of the said committee shall have a second or casting vote except where if the quorum of the said committee is two (2), and only two (2) members of the committee are competent to vote on the question at issue or where only the quorum is present at the meeting. | Meetings of committees. |

VALIDATION OF ACTS OF DIRECTOR

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| 135. | All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall as regards all persons dealing in good faith with the Company notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified to be a Director. | All acts done by Directors to be valid. |
| 136. | A resolution in writing signed or approved by letter, telex, telefax or telegram or other written electronic communications by a majority of the Directors who at the time of the said resolution being passed are present in Malaysia, and who are sufficient to form a quorum, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called an constituted, provided that | Resolution in writing signed by Directors effective. |

where a Director is not so present but has an alternate who is so present then such resolution must also be signed by such alternate. All such resolutions shall be described as "Directors' Circular Resolutions" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's minute book and submitted for confirmation at the next meeting of the Board following the receipt thereof by him. A Directors' Circular Resolution shall be inoperative if it shall purport to authorise or to do any act which a meeting of the Board has previously decided shall not be authorised or done, until confirmed by a meeting of the Board to be held following the receipt of the Directors' Circular Resolutions by the Secretary. Any such resolution may consist of several documents in like form, each signed by one or more directors.

137. For the purpose of Article 118, and subject to the laws for the time being in force in this jurisdiction the contemporaneous linking together by an instantaneous telecommunication device of a number of Directors no less than the quorum required by Article 120, whether or not any one or more of the Directors is out of Malaysia, is deemed to constitute a meeting of the Directors and all provisions of these Articles as to meetings of the Directors will apply to such meeting held by instantaneous telecommunication device so long as the following conditions are met:-

Meetings of
Directors'
Linked By
Instantaneous
Telecommuni-
cation Device.

- (a) all the Directors shall have received notice of a meeting by instantaneous telecommunication device for the purpose of such meeting. Notice of any such meeting will be given on the instantaneous telecommunication device or in any other manner permitted by these Articles.
- (b) each of the Directors taking part in the meeting by the instantaneous telecommunication device must be able to hear and/or see each of the other Directors taking part at the commencement and for the duration of the meeting.
- (c) at the commencement of the meeting each Director must acknowledge his presence for the purpose of the meeting to all of the other Directors taking part.
- (d) a Director may not leave the meeting by disconnecting his instantaneous telecommunication device unless he has previously obtained the express consent of the chairman of the meeting and a Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by instantaneous telecommunication device unless he has previously obtained the express consent of the chairman of the meeting to leave the meeting.
- (e) Minutes of the proceedings at a board meeting by instantaneous telecommunication device will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as correct minutes by the chairman of the meeting.
- (f) For the purpose of this Article, "instantaneous telecommunication device" means any telecommunication conferencing device with or without visual capacity.

AUTHENTICATION OF DOCUMENTS

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| 138. | Any Director or the Secretary or any person appointed by the Directors for the purpose of this Article shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company and the Directors and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts therefrom as true copies or extracts; and where any book, records, documents or accounts are kept elsewhere than in the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. | Persons to authenticate documents. |
| 139. | A document purporting to be a copy of resolution of the Directors or an extract from the minutes of a meeting of the Directors which is certified as such in accordance with the provisions of Article 138 shall be conclusive evidence in favour of all persons, dealing with the Company upon the faith thereof that such resolution has been duly passed or, that such extract is a true and accurate record of a duly constituted meeting of the Directors, as the case may be. | Certification of Resolution to be conclusive evidence. |

MANAGING DIRECTORS

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| 140. | The Directors may from time to time, appoint one or more of their body to be a Managing Director or Managing Directors of the Company for such period and upon such terms as they may think fit at any one time but if the appointment is for a fixed term, the term shall not exceed three (3) years; with power to reappoint thereafter on such terms as the Directors think fit and may from time to time (subject to the provisions of any contract between the Managing Director and the Company) remove or dismiss him or them from office and appoint another or others in his or their place. The Directors may vest in such Managing Directors as may be appointed by them such of the powers hereby vested in the Directors generally as they may think fit. | Appointment of Managing Director. |
| 141. | The Managing Director shall subject to provisions of any contract between him and the Company, be subject to the same provisions as to resignation, retirement by rotation and removal as the other Directors of the Company and if he ceases to hold the office of a Director for any cause shall ipso facto and immediately cease to be a Managing Director. | Cessation of Managing Director. |
| 142. | A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine. | Remuneration of Managing Director. |
| 143. | In addition to the powers conferred on the Managing Director pursuant to these Articles, the Director may entrust and confer upon the Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, all or any of the powers so conferred upon him in any manner that he thinks fit. A Managing Director shall be subject to the control of the Board of Directors. | Power of Managing Director. |

SECRETARY

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| 144. | The Secretary or Secretaries shall, in accordance with the Act, be appointed by the Directors for such term, at such remuneration and upon such conditions as the Directors may think fit, and any Secretary so appointed may be removed by them, but without prejudice to any claim he may have for damages for breach of any contract of service with the Company. The Director may from time to time by resolution appoint a temporary substitute for any Secretary who shall be deemed to be the Secretary during the term of his appointment. The appointment and duties of the Secretary or Secretaries shall not conflict with the provisions of the Act and in particular Section 139 thereof. | Secretary. |
| 145. | A provision of the Act or these Articles requiring or authorising a thing to be done by a Director and the Secretary, it shall not be satisfied by its being done by the same person acting both as Director and as, or in place of, the Secretary. | Acting as both Director and Secretary. |
| 145A. | The office of the Secretary shall be vacated if she resigned by notice in writing to the Company, left at the registered office and copies lodged with the Directors for the time being at their last known addresses and the Companies Commission of Malaysia. | The Secretary. |

SEAL

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| 146. | <p>(1) The Directors shall provide for the safe custody of the Seal which shall only be used pursuant to a resolution of the Directors, or a committee of the Directors authorised to use the Seal. The Directors may from time to time make such regulations as they think fit in determining the persons and the number of such persons in whose presence the Seal shall be affixed and, until otherwise so determined, as to which no person dealing with the Company shall be concerned to see or enquire, the Seal shall be affixed in the presence of at least one Director and the Secretary, or another Director or such other person as may be authorised by the Directors, who shall sign every instrument to which the Seal is affixed. The Company may exercise the power conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.</p> <p>(2) The Directors may provide for a duplicate Seal which shall be a facsimile of the Seal with the addition on its face of the words "Share Seal" and a certificate under the duplicate Seal shall be deemed to be sealed with the Seal of the Company for the Company for the purposes of the Act.</p> | Custody and affixing of Seal. |
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ACCOUNTS

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| 147. | The Company and the Directors shall cause to be kept proper books of accounting and other records which will sufficiently explain the financial position or operations of the Company, including its subsidiaries. | Accounts to be kept. |
| 148. | The books of accounting and other records referred to in Article 147 shall be kept at the Office or at such other place as the Directors think fit and shall always be opened to inspection by the Directors. | Books to be kept at Registered Office. |

149. The Directors shall from time to time determine whether, in any particular case or class of cases, or generally and to what extent, and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be opened to the inspection of Members and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Directors or by a resolution of the Company in General Meeting. Accounts and books may be inspected by Members.
150. The Directors shall from time to time in accordance with the provisions of the Act, cause to be prepared and laid before the Company in general meeting such profit and loss accounts, balance sheet and reports as are required under the Act. Profit and loss account and balance sheet.
151. A copy of every balance sheet and profit and loss account which is to be laid before the Company in general meeting (including every document required by law to be annexed thereto) in printed form or in electronic format shall be provided together with a copy of the auditors' report relating thereto and of the Directors' report shall not more than four (4) months after the close of the financial year and not less than twenty one (21) days before the date of the meeting, to every Member of, every holder of the debenture of, and trustee for every debenture holder of, the Company and to every other person who is entitled to receive notice of general meetings from the Company under the provisions of the Act, or of these Articles. Copy to be sent to Members.
- 151A. In the event that the Annual Report is sent in CD-ROM form or in such other form of electronic media and a member requires a printed form of such documents, the Company shall send documents to the member within four (4) market days from the date of receipt of the members' request. Electronic Media.

AUDIT

152. Auditors shall be appointed and their duties regulated in accordance with Section 172 to 175 of the Act. Accounts of dividend.

DIVIDENDS AND RESERVES

153. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors. Declaration of dividend.
154. The Directors may if they think fit from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Directors act bona fide they shall not incur any responsibility to the holders of shares conferring any preferential rights with regard to dividend by the payment of an interim dividend on any shares having deferred on non-preferential rights. The Directors may also pay half-yearly or at other suitable intervals to be settled by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment. Interim dividend.

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| 155. | No dividend shall be paid otherwise than out of profits or shall bear interest against the Company. | Dividends out of Profit only. |
| 156. | The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide. | Payment of Dividend. |
| 157. | Subject to the rights of persons, if any, entitled to share with special preferential or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portions of the period in respect of which the dividend is paid, but if any shares is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly. | Dividends pay equally. |
| 158. | The Directors may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company. | Debts may be deducted. |
| 159. | The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions as to the transmission of share hereinbefore contained, entitled to become a Member, or which any person is under those provisions, entitled to transfer until such person shall become a Member in respect of such shares or shall transfer the same. | Retention of dividend pending transmission of shares. |
| 160. | All dividends unclaimed for one year after having been declared shall be dealt with by the Company in accordance with the provisions of the Unclaimed Money Act, 1965. | Unclaimed dividend. |
| 161. | Any General Meeting declaring a dividend or bonus may direct payment of such dividend to bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stocks 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 such distribution of such specific assets or any part thereof the Directors 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 trustees as may seem expedient to the Directors. | Dividend specie. |
| 162. | All Cash Distributions may be paid by cheque or warrant sent through the post directed to the registered address of the holder who is named in the Register of Members or, to such person and to such address as the holder may in writing direct 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 | Payment by cheque or telegraphic transfer or electronic transfer. |

transfer or remittance shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall operate as a good and full discharge to the Company in respect of the payment represented thereby, 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.

CAPITALIZATION OF PROFITS

163. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares of debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution. A share premium account and a capital redemption reserve may, for the purposes of this Article, be applied only in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.
- Power to capitalise.
164. Wherever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case if shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.
- Effect of resolution to capitalise.

NOTICES

165. Subject to the provisions of any written law, a notice may be given by the Company to any Member either by serving it on him personally or by sending it by post to him at his address as shown in the Register or the Record of Depositors or the address (if any) in Malaysia supplied by him to the Company for the giving of notices to him.
- How notice to be served to Members.

166. A notice or other documents if served by post shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post. When service effected.
167. Any notice of document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, and such service shall, for all purposes of these presents, be deemed a sufficient service of such notice or document on his heirs, executors or administrators. Notice to be sent at registered address of Members.
168. Every person who, by operation of law, transfer, transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, prior to his name and address being entered in the Register as the registered holder of such shares, shall have been duly given to the person from whom he derives the title to such share. Notice to person entitled by transmission.
169. (a) Notice of every general meeting shall be given in any manner hereinbefore authorised to:- Persons entitled to Notices.
- (i) every Member;
 - (ii) every person entitled to a share in consequence of the death or bankruptcy of a Member who but, for his death or bankruptcy, would be entitled to receive notice of the meeting;
 - (iii) the auditor for the time being of the Company;
 - (iv) the Stock Exchange on which the shares of the Company are listed; and
 - (v) the Commission.
- (b) No other person shall be entitled to receive notices of general meetings save that if the meeting be called for the alteration of the Company's objects, the provisions of the Act regarding notices to debenture holders (if any) shall be complied with.
- (c) Any notice on behalf of the Company or of the Board shall be deemed effectual if it purports to bear the signature of the Secretary other duly authorised officer of the Company.

WINDING UP

170. If the Company is wound up (whether the liquidation is voluntary, under suspension, or by the Court) the liquidator may, with the sanction of a special resolution of the Company, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be Distribution of assets in specie.

carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

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

INDEMNITY

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

SECRECY CLAUSE

173. (a) Save as may be expressly provided by the Act no Member shall be entitled to enter into or inspect any premises or property of the Company or to require discovery of information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process or mystery of trade or secret which may relate to the conduct of the business of the Company and which, in the opinion of the Directors would be inexpedient in the interests of the Members of the Company if communicated to the public.
- Secrecy clause.
- (b) A Director or officer of the Company shall be entitled, if he thinks fit, to decline to answer any questions concerning the business of the Company which may be put to him on any occasion (including any meeting of the Company) on the ground that the answer to such question would disclose or tend to disclose the trade secrets of the Company.

GENERAL MANDATE

174. Subject to the Act, the provisions of the Articles and the Listing Requirements, the Company may seek its shareholders' mandate which is renewable on an annual basis to enter into, deal with, act in, or handle all related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for the day-to-day operations of the Company.
- General Mandate.
175. Subject to the Act and the Listing Requirements, the Company shall not, unless with the consent of its shareholders in a general meeting, list the Securities of any of its subsidiaries on any stock exchange.
- Listing of Subsidiary.

WAIVER

176. Where permitted under law, the Company are empowered to apply as the Directors think fit, to the Bursa Securities to:- Waiver.
- (a) waive or modify the Company's compliance with any of the Listing Requirements or part thereof; and/or
 - (b) vary or revoke any decision(s) made by the Bursa Securities in respect of the Company's compliance with any of the Listing Requirements or part thereof.

ALTERATION OF ARTICLES

177. These Articles have been drafted in a manner to incorporate the requirements of the relevant governing statutes, regulations and guidelines. Without prejudice to any provisions in the Act or under these Articles pertaining to the amendments of the Articles, in the event the applicable provisions of any relevant governing statutes, regulations and guidelines are from time to time amended, modified or varied, such amendments, modifications, or variations shall be deemed inserted herein whereupon these Articles shall be read and construed subject to and in accordance with the amended, modified or varied statutes, regulations and guidelines. The Company shall comply with the provisions of the relevant governing statutes, regulations and/or guidelines as may be amended, modified or varied from time to time and any other applicable directives or requirements imposed by the relevant Stock Exchange and/or any other regulatory authorities, to the extent required by law, notwithstanding any provisions in these Articles to the contrary. Alteration of Articles.

EFFECT OF THE LISTING REQUIREMENTS

178. (a) 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.
- (b) Nothing contained in these Articles prevents an act being done that the Listing requirements require to be done.
- (c) If the Listing Requirements require an act to be done or not be done, authority is given for that act to be done or not to be done (as the case may be).
- (d) If the Listing Requirements require these Articles to contain a provision and they do not contain such a provision, these Articles are deemed to contain that provision.
- (e) If the Listing Requirements require these Articles not to contain a provision and they contain such a provision, these Articles are deemed not to contain that provision.
- (f) If any provision of these Articles is or becomes inconsistent with the Listing Requirements, these Articles are deemed, not to contain that provision to the extent of that inconsistency.

179. (a) To the extent applicable, Article 178 shall mutatis mutandis apply in connection with the listing requirements of such other Foreign Stock Exchange in respect of which the Securities of the Company are listed or traded. Inconsistencies of Listing Requirements.
- (b) In the event of any inconsistencies between the Listing Requirements and the listing requirements of such other Foreign Stock Exchange as referred to in Article 179(a), the Directors shall bona fide in the best interests of the Company consider and decide on the manner in which such inconsistencies shall be resolved or dealt with.
180. The Company shall comply with provisions of the Rules, the Relevant Regulations, the relevant governing statutes and regulations as may be amended, modified or varied from time to time or any other directive or requirement imposed by the Stock Exchange, the Depository, the Foreign Depository and other appropriate authorities, to the extent required by law, notwithstanding any provisions in these Articles to the contrary. Comply with Rules and Regulations.

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

Names, Addresses and Descriptions of Subscribers

TAN SOON HIANG (F)
I/C NO : 520205-01-5302
NO. 2 , JALAN 12/15
46200 PETALING JAYA
SELANGOR
COMPANY DIRECTOR

TEA SOR HUA (F)
I/C NO : 710217-08-6228
693-13-01, DESA KIARA CONDO
JALAN DAMANSARA
TAMAN TUN DR. ISMAIL
60000 KUALA LUMPUR
COMPANY DIRECTOR

Dated this 17th day of December, 1998

Witness to the above signatures

SOO LAI SUN
IC NO : A2377473-B
NO. 61, JALAN 20/1
DAMANSARA KIM
47400 PETALING JAYA
SELANGOR