

The Companies Act, 1965

Private Company Limited by Shares

Memorandum and Articles of Association

of

Incorporated on the day of , 20

BORANG 9

AKTA SYARIKAT, 1965
[Seksyen 16(4)]

No. Syarikat

(Tempatan)

.....

PERAKUAN PERBADANAN SYARIKAT SENDIRIAN

Ini adalah memperakui bahawa _____ adalah diperbadankan di bawah Akta Syarikat 1965, pada dan mulai dari _____ haribulan _____, 20____, dan bahawa syarikat ini ialah *sebuah syarikat berhad menurut syer dan bahawa syarikat ini ialah sebuah syarikat sendirian.

Dibuat di bawah tandatangan dan meteri saya, di Kuala Lumpur pada _____ haribulan _____, 20____

(_____)

.....
Penolong Pendaftar Syarikat,
Malaysia

*Masukkan samada syarikat itu—

- (a) sebuah syarikat berhad menurut syer;
- (b) sebuah syarikat berhad menurut syer dan jaminan.

[Borang ini diterjemahkan oleh Peguam Negara, Malaysia, menurut Pemberitahu Undangan No. 12 tahun 1964; PN 3630/5-xiii, R. of C. 31/67/39]

L—J.C.K., K.L. (AQ 89)

The Companies Act, 1965
Company Limited by Shares

Memorandum of Association

of

1. The name of the Company is
2. The registered office of the Company will be situated in Malaysia.
3. The objects for which the Company is established are:
 - (1) To undertake, implement and execute all kinds and description of engineering consultancy services in all fields of engineering. *To undertake engineering consultancy services.*
 - (2) To provide professional advice and services for all engineering works, surveying, geotechnical and computer services and all other allied works. *To provide professional advice.*
 - (3) To act as consulting engineers and advisors to any persons, syndicates, private or public companies, corporations, governments or authorities (supreme, municipal, local or otherwise) conducting or proposing to conduct any engineering works, installations and operations. *To practise as Engineers.*
 - (4) To engage in research and study into all problems relating to engineering, and to collect and distribute information and statistics relating thereto. *To engage in engineering study.*
 - (5) To employ or engage or in any other way to procure the advice and assistance of other consultants and experts in whatever field to advise and assist the Company in the carrying on of the Company's business or with reference to any of its objects or in connection with any project, development or other work of any kind whatsoever that the Company may for the time being be engaged in. *To obtain the advice and assistance of consultants, experts, etc.*
 - (6) To purchase, take on lease or in exchange, hire, or otherwise acquire or obtain any option, estate, privilege or concession in or over any lands, buildings, easements, patents, licences, or any property, real or personal, movable or immovable, of any kind whatsoever, in any part of the world which the Company may think necessary or convenient for the purpose of conducting its business or with reference to any of its objects. *To purchase movable or immovable properties.*
 - (7) To establish branches in any part of the world to carry out all or any of the objects of the Company and either as principal, agent, or trustee, or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others. *To establish branches in any part of the world.*
 - (8) To sell, improve, manage, lease, mortgage, sub-mortgage, pledge, farm out, sublet or otherwise deal with or dispose of all or any of the lands, stock-in-trade, furniture, goodwill or any property whatsoever of the Company, and the rights, interests and privileges therein in any manner which the Company

may think necessary or convenient for the purpose of conducting its business or with reference to any of its objects.

- | | |
|--|--|
| (9) To expend money in any way deemed fit by the Company with the view of improving the value of any business or property of the Company or of otherwise directly or indirectly advancing its interests. | <i>To expend money in improving value of business or property.</i> |
| (10) To provide for all or any employees of the Company any special benefits privileges or advantages whether by way of sharing in profits of the Company or otherwise and generally to implement such schemes in such manner and to such extent as the Company may think fit. | <i>To provide special benefits, etc. for employees.</i> |
| (11) To invest and deal with moneys of the Company not immediately required in such manner as may from time to time be determined by the Board of Directors of the Company. | <i>To deal with money not immediately required.</i> |
| (12) To issue and dispose of cheques, promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments. | <i>To execute negotiable instruments, etc.</i> |
| (13) To sell or otherwise dispose of or lease the undertaking and property of the Company or any part thereof for such consideration and upon such terms and conditions as the Company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether similar to those of the Company. | <i>To sell undertaking.</i> |
| (14) To distribute any of the property of the Company among the members in specie. | <i>To distribute property in specie.</i> |
| (15) To insure with any other company or persons against losses, damages, risk and liability or any risk whether public, third party, employer's liability or otherwise any person or insurable property of the Company or in which the Company has an insurable interest and to insure any servants of the Company against risk, accident or sickness or in respect of fidelity in the course of their employment by the Company and to create sinking and reserve funds and effect insurances for the purpose of indemnifying the Company in respect of claims by reason of any such risk, accident or breach or failure of fidelity and to pay premiums of any such insurances. | <i>To take out insurance.</i> |
| (16) To create and issue ordinary, preference, preferred, deferred and guaranteed shares of the Company at par or at a premium or as fully or in part paid up and to redeem, cancel and accept surrenders of shares and to form and deal with any reserve, redemption or sinking fund for any of these purposes or other objects of the Company. | <i>To create and issue ordinary shares, etc.</i> |
| (17) To borrow or raise or secure the payment of money for the purpose of the Company's business and with a view thereto to mortgage and charge the undertaking and all or any of the real and personal property, present or future, except the uncalled capital, for the time being of the Company. | <i>To borrow money.</i> |
| (18) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons and to grant pensions and allowances and to make payment for insurance and to effect insurances against risk or loss to the Company and to subscribe or guarantee money for charitable or benevolent objects or for exhibition or for any public, general or useful object. | <i>To support charitable objects.</i> |

The Companies Act, 1965

Private Company Limited by Shares

Articles of Association

of

PRELIMINARY

1. The regulations in Table A in the Fourth Schedule to the Act shall not apply to the Company except so far as the same are repeated or contained in these Articles.
2. In these presents if not inconsistent with the subject, or context, the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof.

Words	Meanings
the Company the Act	the Companies Act 1965 and any and every other Act or Ordinance for the time being in force concerning companies and affecting the Company.
these presents	these Articles of Association, as originally framed or as from time to time altered by Special Resolution.
Directors	the Directors for the time being of the Company.
Office	the registered office of the Company.
Seal	the common seal of the Company.
month	calendar month.
year	calendar year.
in writing	written or produced by any substitute for writing, or partly one and partly another.
dividend	dividend and/or bonus.
paid	paid or credited as paid.
registered Professional Engineer	any person registered as a Professional Engineer under Section 10(2) of the Registration Act, 1967, and any amendments thereto.

The expressions 'debenture' and 'debenture-holder' shall respectively include 'debenture-stock' and 'debenture-stockholder' and the expression 'Secretary' shall include any person appointed by the Directors to perform any of the duties of the Secretary.

Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

2A. The Company is a private company and accordingly:

The Company: a private company.

- (a) the number of members for the time being of the Company (exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after such employment to be, members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this paragraph, be treated as a single member;
- (b) any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited;
- (c) the right of transfer of shares shall be restricted as hereinafter provided; and
- (d) any invitation to the public to deposit money with the Company for fixed periods or payable at call, whether bearing or not bearing interest is hereby prohibited.

BUSINESS

- 3. The business of the Company shall comprise all the business mentioned or included in the Memorandum of Association and all incidental matters and the business shall subject to the provisions of these presents be carried out by or under the management of the Directors and according to such regulations as the Directors may from time to time prescribe and any branch or kind of business which the Company is authorised to carry on may be undertaken and may be suffered to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Directors shall from time to time deem advisable.
- 4. No part of the funds of the Company or of any subsidiary shall be employed by the Directors in the purchase of or lent on the Company's shares.
- 5. Any shares in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine, and subject to the provisions of the Act, the Company may issue preference shares which are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company before the issue thereof may by Special Resolution determine.

Directors may undertake or discontinue any business.

Company not to finance its own shares.

Issue of shares.

6. Notwithstanding the foregoing Article on any issue of preference shares, preference shareholders will be deemed to have the same rights as ordinary shareholders as regards the receiving of notices, reports and balance sheets and the attending of General Meetings of the Company. Preference shareholder shall also have right to vote at the meeting convened for the purpose of reducing the capital or winding up or sanctioning a sale of the undertaking or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrear.

Rights of Preference Shareholders as regards notices of meetings.

7. The total nominal value of issued preference shares shall not at any time exceed the total nominal value of the issued ordinary shares.

Issue of Preference shares.

VARIATION OF RIGHTS

8. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be varied or abrogated, and preference capital may be repaid if agreed to by the holders of three-fourths of the preference shares at a General Meeting called for the purpose. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company, or to the proceedings thereat, shall mutatis mutandis apply, except that the necessary quorum shall be not less than two persons present in person or by proxy and representing not less than fifty per centum (50%) of the nominal amount of the issued shares of the class. Provided that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing if obtained within two months of the meeting, shall be as valid and effectual as a Special Resolution carried at the meeting.

How special rights of shares may be varied.

9. The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

Creation or issue of further shares with special rights.

ALTERATION OF CAPITAL

10. The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

Power to increase capital.

11. All new shares shall be subject to the provisions of these presents with reference to allotments, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

Rights and liabilities attached to new shares.

12. The Company may by Ordinary Resolution:

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

Power to consolidate shares.

(b) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled; or

Power to cancel shares.

(c) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act) and so that the resolution whereby any share is subdivided

Power to subdivide shares.

may determine that, as between the holders of the shares resulting from such subdivision, one or more of the shares may have only such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with, the others as the Company has power to attach to unissued or new shares.

13. Subject to confirmation by the Court, the Company may by Special Resolution reduce its share capital or any capital redemption reserve fund or share premium account in any manner.

Power to reduce capital.

SHARES

14. The shares in the capital of the Company for the time being unissued shall be at the disposal of the Directors, and they may allot, grant options over or otherwise dispose of them to any person who is a registered Professional Engineer, at such times, and on such terms as they think proper, but so that no shares shall be issued which shall have the effect of transferring a controlling interest without the prior approval of the members in General Meeting. No shares shall be issued at a discount, except in accordance with the Act.

Shares at the disposal of Directors.

15. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share; or any interest in any fractional part of a share, or (except only as by these presents or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

Exclusive of equities.

CERTIFICATES

16. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within one month after allotment or lodgement of transfer one certificate for all his shares of any one class or, upon payment of such not exceeding RM1/- for every certificate after the first as the Directors shall from time to time determine, several certificates, each for one or more of his shares of any one class. Where a member transfers part only of the shares comprised in a certificate the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge. Every certificate shall be issued under the Seal and bear the signatures or the autographic signatures at least of one Director and the Secretary or such other person as may be authorised by the Directors, and shall specify the shares to which it relates, and the amount paid up thereon. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all.

Issue of certificates.

17. If a certificate be defaced, lost or destroyed, it may be renewed on payment of such fee (if any) not exceeding RM2/- and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in investigating evidence as the Directors think fit.

Renewal of certificates.

CALLS ON SHARES

18. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the

Calls.

shares or by way of premium) and not by the terms of issue 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.

19. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed, and may be made payable by instalments. *Time when made.*
20. 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 to be determined by the Directors as they think fit, but the Directors shall be at liberty to waive payment of such interest wholly or in part. *Interest on calls.*
21. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these presents be deemed to be call duly made and payable on the date on which, by the terms issue, the same becomes payable, and in case of non-payment all the relevant provisions of these presents as to payment of interest and expense forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. *Sum due on allotment to be treated as calls.*
22. 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. *Power to differentiate.*
23. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him, and such payments in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is made, and upon the money so received or so much thereof as from time to time exceeds the amount of the calls then made upon the shares concerned, the Company may pay interest at such rate to be determined and approved by the Directors as they think fit. No such sum paid in advance of calls shall entitle the member paying such sum to any portion of a dividend declared in respect of any period to the date upon which such sum would, but for such payment, become presently payable. *Payment in advance of calls.*

FORFEITURE AND LIEN

24. If a member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued. *Notice requiring payment of calls.*
25. The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited. *Notice to state time and place for payment.*
26. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before *Forfeiture on non-compliance with notice.*

payment of all calls and interest and expenses due in respect thereof 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 share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

27. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.
- Sale of shares forfeited or surrendered.*
28. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares, but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares, with interest thereon at a rate to be determined and approved by the Directors as they think fit from the date of forfeiture or surrender until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender.
- Rights and liabilities of members whose shares have been forfeited or surrendered.*
29. The Company shall have a 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 such share. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Directors may resolve that any share shall for some specified period be exempt from the provisions of this Article.
- Company's lien.*
30. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.
- Sale of shares subject to lien.*
31. The net proceeds of sale whether of a share forfeited by the Company or of a share over which the Company had a lien, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall be paid to the person entitled to the shares at the time of the sale or to his executors, administrators or assigns or as he or they may direct. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.
- Application of proceeds of such sale.*
32. A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof, together with the certificate
- Title to shares forfeited or sold to satisfy a lien.*

of proprietorship of the share under seal delivered to a purchaser or allottee thereof, shall (subject to the execution of a transfer of the same be required) constitute a good title to the share, and the person to whom the share is sold, re-alloted or disposed of shall 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, surrender, sale, allotment or disposal of the share.

33. No person shall be registered as or entitled to remain as a member of or hold any shares in the Company unless:

Persons to be registered as members.

- (a) he is at all times entitled under the law for the time being in force in Malaysia to practise as a Professional Engineer, or
- (b) he is a person approved by the Board of Engineers, Malaysia in compliance with the Registration of Engineers Act, 1967 to hold shares in a body corporate practising as a consulting engineers.

34. (a) Subject to these presents, any member may transfer all or any of his shares, but every transfer must be in writing, and in the usual common form or in such other form as the Directors may approve, and must be left at the Office accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.

Transfer in writing and to be left at Office.

(b) Save as herein otherwise provided, no share shall be transferred to any person who is not a member of the Company so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

Shares to be offered to members.

(c) In order to ascertain whether any member or person selected as aforesaid is willing to purchase a share at the fair value, the person proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter described as a "sale notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers of the shares which the retiring member desires to sell, and shall constitute the Company the agent of the retiring member for the sale of such shares to any member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors.

Notice of desire to sell.

(d) In the event that any of the shares shall become subject to transfer within twenty eight days by service of a sale notice served upon the Company by the retiring member or otherwise, the Company shall, upon failing to find a member or persons selected as aforesaid willing to purchase any share comprised therein (hereinafter described as the "purchasing member") and with a view to finding a purchasing member, compel the existing shareholders to purchase the shares comprised in a sale notice in proportion to their equity shareholdings on the register of members at the close of business on a date to be determined by the Directors and shall give notice thereof to the retiring member who shall be bound upon payment of the fair value to transfer the aforesaid share to the shareholders who shall be bound to complete the purchase within seven days from the service of such last mentioned notice. The Directors shall make such

Company to find purchaser.

arrangements to hold the said shares in trust for any shares not taken up by a member to whom they shall have been so allotted as aforementioned within the time specified as they shall think just and equitable.

- (e) In case any difference arises between the retiring member and the purchasing member as to the fair value of a share, the Auditor shall on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly the Arbitration Ordinance shall not apply.

Auditor's certificate.

- (f) In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may authorise some person to execute a transfer of the shares to the purchasing member and may give a good receipt for the purchase price of such shares, and may register the purchasing member as holder thereof and issue to him a certificate for the same and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a certificate for the balance of such shares.

Company may complete sale if retiring member makes default.

35. All transfer of shares may be effected by transfer in writing in the usual common form, or in such other form as the Directors may approve.

Form of transfer.

36. The instrument of transfer of a share shall be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Execution.

37. Notwithstanding the foregoing provisions of these presents, the Directors may decline to register:

Directors' power to decline to register.

- (i) the transfer of any share (not being a fully paid share);
- (ii) the transfer of any share on which the Company has a lien; or
- (iii) the transfer of any share to a person of whom they do not approve.

If the Directors refuse to register a transfer they shall within one month after the date in which the transfer was lodged with the Company send to the transferee notice of the refusal.

38. The Directors may decline to recognise any instrument of transfer unless:

- (a) such fee, not exceeding RM2.00 as the Directors may from time to time require, is paid to the Company in respect thereof; and

Fee payable.

- (b) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by the certificates of the shares to which it relates and such other evidence as the Directors may reasonably

Deposit of transfer.

require to show the right of the transferor to make the transfer and if the instrument of transfer is executed by some other person on his behalf the authority of that person so to do; and

- (c) the instrument of transfer is in respect of one class of shares.

The instruments of transfer which are registered may be retained by the Company.

39. The registration of transfer may be suspended at such times and for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.
40. 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 RM2.00 as the Directors may from time to time require or prescribe.
41. Nothing in these presents shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

Suspension of registration.

Fee for registration of probate, etc.

Renunciation of allotment.

TRANSMISSION OF SHARES

42. When a member of the Company has died or has been adjudicated a bankrupt, the Directors shall call upon such person or the executor/administrator of such deceased shareholder, or the trustee in bankruptcy of such bankrupt member to transfer his shares or shares on the bankrupt member to such member of the Company (hereinafter called the purchasing member) as the Directors may think fit, within such time or times as shall be appointed by the Directors, and the price (hereinafter called the purchase money) to be paid for such shares shall be a fair value as certified by the Auditor of the Company whose decision shall be final, and if such person or executor/administrator or trustee in bankruptcy of such bankrupt member shall fail to do so, the Directors shall have the right or power to cause such shares to be transferred to the purchasing member who shall be a registered Professional Engineer and on such transfer or transfers being effected the Company shall hold the purchase money in trust for such person or executor/administrator or the trustee in bankruptcy of such bankrupt member but without interest. The receipt by the Company of the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person. In so certifying the value of such shares the Auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly the Arbitration Ordinance shall not apply.

Directors may call for transmission of shares of deceased and bankrupt member.

GENERAL MEETINGS

43. An Annual General Meeting shall (subject to any provisions of the Act relating to its first Annual General Meeting) be held once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

Annual General Meeting.

44. The Directors may whenever they think fit, and shall on requisition in accordance with the Act, proceed to convene an Extraordinary General Meeting.

*Extraordinary
General Meeting.*

NOTICE OF GENERAL MEETINGS

45. An Annual General Meeting and any General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Act) a resolution of which special notice has been given to the Company shall be called by twenty-one days' notice in writing at the least and any other General Meeting by fourteen days' notice in writing at the least (exclusive in either case of the day on which it is served or deemed to be served and of the day for which it is given) given in manner hereinafter mentioned to the Auditor and to all members other than such as under the provisions of these presents are not entitled to receive such notices from the Company; provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:

Notice.

- (a) in the case of an Annual General Meeting by all the members entitled to attend and vote thereat; and
- (b) in the case of an Extraordinary General Meeting by that number or majority in number of the members having a right to attend and vote thereat as is required by the Act.

Short Notice.

Provided also that the accidental omission to give notice to, or the non-receipt of notice by, any person entitled thereto shall not invalidate the proceedings at any General Meeting.

*Omission of non-
receipt of notice.*

46. (a) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company.
- (b) In the case of an Annual General Meeting the notice shall also specify the meeting as such.
- (c) Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.

Contents of notice.

47. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:

Routine business.

- (a) declaring dividends;
- (b) reading, considering and adopting the balance sheet, the reports of the Directors and Auditor, and other accounts and documents required to be annexed to the balance sheet;
- (c) appointing Auditor and fixing the remuneration of the Auditor or determining the manner in which such remuneration is to be fixed; and

- (d) appointing Directors in the place of those retiring by rotation or otherwise and fixing the remuneration of the Directors.

PROCEEDINGS AT GENERAL MEETING

48. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, not less than two members present in person or by proxy and representing not less than fifty per centum (50%) of the paid up share capital of the Company shall be a quorum. *Quorum.*
49. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the meeting shall be dissolved. *Adjournment if quorum not present.*
50. Subject to the provisions of the Act, a resolution in writing signed by every member of the Company entitled to vote shall have the same effect and validity as an Ordinary Resolution of the Company passed at a General Meeting, duly convened, held and constituted, and may consist of several documents in the like form, each signed by one or more of such members. *Resolution in writing.*
51. The Chairman of the Directors shall preside as chairman at every General Meeting. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the meeting or be unwilling to act, the members present shall choose some Director to be chairman of the meeting, or if no Director be present or if all the Directors decline to take the chair, one of their number present to be chairman of the meeting. *Chairman.*
52. The chairman of the meeting 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 except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for ten 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 adjourned meeting or of the business to be transacted at an adjourned meeting. *Adjournments.*
53. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll be (before or on the declaration of the result of the show of hands) demanded by either: *Method of voting.*
- (a) the chairman of the meeting (being a person entitled to vote); or
- (b) not less than two members present in person or by proxy and entitled to vote; or
- (c) a member present in person or by proxy and representing not less than one-twentieth of the total voting rights of all the members having the right to vote at the meeting; or *Who can demand a poll.*

- (d) a member present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-twentieth of the total sum paid up on all the shares conferring that right.

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

Result of voting.

54. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting or at any adjournment thereof, and not in that case unless it shall in the opinion of the chairman of the meeting be of sufficient magnitude.

Votes counted in error.

55. If a poll be duly demanded (and the demand be not withdrawn), it shall be taken in such manner (including the use of ballot for voting papers or tickets) as the chairman of the meeting may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so requested shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

How poll to be taken.

56. In the case of an equality of votes, whether on show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

Chairman's casting vote.

57. No poll shall be demanded on the election of a chairman of the meeting or on a question of adjournment. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately.

Time for taking a poll.

58. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

Continuance of business after demand for poll.

VOTES OF MEMBERS

59. Subject to Article 62 and to any special rights or restrictions as to voting attached to any class of shares hereinafter issued on a show of hands every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

Voting rights of members.

60. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members in respect of the joint holding.

Voting rights of joint holders.

61. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, curator bonis or other person in the nature of a committee or

Voting rights of lunatic members.

curator bonis appointed by such court (who may appoint a proxy), provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting.

62. Every member shall be entitled to be present and to vote at any General Meeting either personally or by proxy and to be reckoned in a quorum in respect of shares fully paid and in respect of partly paid shares where calls are not due and unpaid. *Right to vote.*
63. 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. *Objections.*
64. On a poll votes may be given either personally or by proxy, and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. *Votes on a poll.*
65. An instrument appointing a proxy shall be in writing and:
- (a) in the case of an individual shall be signed by the appointer or by his attorney; and
 - (b) in the case of a corporation shall be either under its common seal or signed by its attorney or by an officer on behalf of the corporation.

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer.

66. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy without limitation and the provisions of Section 149(1)(b) of the Companies Act shall not apply to the Company. *Proxy need not be a member.*
67. An instrument appointing a proxy must be left at the Office or such other place (if any) as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which it is to be used, and in default shall not be treated as valid. *Deposit of proxies.*
68. Every instrument of proxy whether for a specified meeting or otherwise shall as nearly as circumstances will admit be in the form following or in such other form as the Directors may from time to time prescribe or approve or in particular cases accept: *Proxy form.*

I _____ being a member of _____
hereby appoint _____ of _____
or failing him _____ of _____
as my proxy to vote for me and on my behalf at the (Annual or Extraordinary as the case may be) General Meeting of the Company to be held on the _____ day of _____, 20____ and at any adjournment thereof.

As witness my hand this _____ day of _____, 20____

69. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office (or at such other place as may be specified for the deposit of instruments appointing proxies) before the commencement of the meeting or adjourned meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the proxy is used.

Intervening death or insanity of principal not to revoke proxy.

DIRECTORS

70. The First Directors shall be Mr. and Mr.

First Directors.

71A. Subject as hereinafter provided the Directors shall not be less than two and not more than ten in number.

Number of Directors.

71B. No person shall be a Director unless he is a registered member of or holds shares in the Company.

Persons to be appointed as Directors.

72. The remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or failing agreement, equally, except that in the latter event any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall so far as non-executive directors are concerned be by way of a fixed sum and not by way of a commission on or percentage of profits of turnover.

Remuneration of Directors.

73. 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.

Fees.

74. No Director shall be allotted shares as part of an issue of shares to employees unless he has been appointed to an executive office with the Company and unless prior to such allotment the members in General Meeting have approved of the same.

Allotment to Directors.

75. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company.

Expenses.

76. Any Director, who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may at paid such extra remuneration by way of salary, percentage of profits or otherwise (but not a commission on or percentage of turnover) as the Directors may determine.

Extra remuneration.

77. (a) The Directors may pay pensions or allowances (either revocable or irrevocable and either subject or not subject to any terms or conditions) to any full-time Director as hereinafter defined on or at any time after his retirement from his

Pensions.

office or employment under the Company or under any associated company or on or after his death to his widow or other dependents.

- (b) The Directors shall also have power and shall be deemed always to have had power to establish and maintain and to concur with associated companies in establishing and maintaining any schemes or funds for providing pensions, sickness or compassionate allowance, life assurances or other benefits for staff (including any Director for the time being holding any executive office or any office of profit) or employees of the Company or of any such associated company and for the widows or other dependants of such persons and to make contributions out of the Company's moneys for any such schemes or funds.
- (c) In this Article the expression 'full-time Director' shall mean and include any Director who has for a continuous period of not less than five years been engaged substantially whole-time in the business of the Company or any associated company in any executive office or any office of profit or partly in one or partly in another; and the expression 'associated company' shall include any company which is the holding company of the Company or a subsidiary of the Company or of any such holding company or which in the opinion of the Directors can properly be regarded as being connected with the Company or with any such company as aforesaid.

78. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) and he or any firm of which he is a member may act in a professional capacity for the Company in conjunction with his office of Director, for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company, nor shall 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 relation thereby established, provided that such disclosure is made as is required by Article 94 of these presents.

Power of Directors to hold offices of profit and to contract with Company.

79. A Director 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 a shareholder or otherwise, and unless otherwise agreed shall not be accountable for any remuneration or other benefits received by him as a director or officer of, or by virtue of his interest in, such other company.

Holding of concurrent office.

MANAGING DIRECTORS

80. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors or Deputy or Assistant Managing Director or Deputy or Assistant Managing Directors for such period not exceeding five years subject to re-appointment and on such terms as they think fit. A Director so appointed shall not while holding that office be subject to retirement by rotation or taken into account in determining the rotation of retirement of Directors; but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company, his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Directors resolve that his term of office be determined.

Appointment of Managing Directors.

81. A Director holding any such office as aforesaid shall receive such remuneration as the Directors may determine but shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

*Remuneration of
Managing
Directors.*

82. The Directors may entrust to and confer upon a Director holding any such office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

*Powers of Managing
Directors.*

APPOINTMENT AND RETIREMENT OF DIRECTORS

83. The office of a Director shall be vacated in any of the following events namely:

*Vacation of office of
Director.*

- (a) if he ceases to be a registered Professional Engineer or ceases to be or becomes prohibited by law from being a Director;
- (b) if (not being a Managing or Deputy or Assistant Managing Director holding office as such for a fixed term) he resigns by writing under his hand left at the Office;
- (c) if he has a receiving order made against him or compound with his creditors generally;
- (d) if he becomes of unsound mind;
- (e) if he be removed by the Company in General Meeting pursuant to Article 88 of these presents;
- (f) if he absents from meetings of the Directors for six times without leave, and the Directors resolve that his office be vacated.

84. Subject to Article 80 of these presents, at the first Annual General Meeting of the Company all the directors shall retire from office, and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

*Retirement of
Directors by
rotation.*

85. The Directors to retire in every year shall be those who, being subject to retirement by rotation, have been longest in office since their last election or appointment, but as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

*Selection of
Directors to retire.*

86. The Company at the meeting at which a Director retires under any provision of these presents may by Ordinary Resolution fill up the vacated office by electing a person thereto. In default the retiring Director shall be deemed to have been re-elected unless:

*Filling of vacated
office.*

- (a) at such meeting it is expressly resolved not to fill up such vacated office, or a resolution for the re-election of such Director is put to the meeting and lost; or

- (b) such Director has given notice in writing to the Company that he is unwilling to be re-elected; or
- (c) such Director has attained any retiring age applicable to him as Director.
87. No person other than a Director retiring at the meeting shall unless recommended by the Directors for election be eligible for appointment as a Director at any General Meeting unless not less than eleven nor more than twenty-one days before the day appointed for the meeting there shall have been left at the Office notice in writing signed by some member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by the person to be proposed of his willingness to be elected. Provided that in the case of a person recommended by the Directors for election nine clear days' notice only shall be necessary and notice of each and every candidate for election shall be served on all members at least seven days prior to the meeting at which the election is to take place.
88. The Company may by Ordinary Resolution of which special notice has been given or by Special Resolution remove any Director before the expiration of his period of office, notwithstanding any provision of these presents or of any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such agreement. The Company may by either of the forms of resolution aforesaid appoint another person in place of a Director so removed from office and any person so appointed 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 a Director. In default of such appointment the vacancy so arising may be filled by the Directors as a casual vacancy.
89. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election, but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.
90. Any Director who is absent from or about to leave Malaysia may at any time appoint any registered Professional Engineer approved by the Directors to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him. An alternate Director so appointed shall not in respect of such appointment be entitled to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving to the Company an address within Malaysia at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally at such meeting to perform all the functions of his appointor as a Director in the absence of such appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases to be a Director for any reason, except retirement by rotation and immediate re-election. Every appointment and removal of alternate Director shall be effected by writing under the hand of the Director making or revoking such appointment left at the Office.
- Notice of intention to appoint Director.*
- Removal of Directors.*
- Appointment to fill vacancy caused by removal from office.*
- The Directors' powers to fill casual vacancies or appoint additional Director.*
- Provisions for appointing and removing alternate Directors.*

ASSOCIATE DIRECTORS

91. The Directors may from time to time appoint any registered Professional Engineer to be an associate Director and may from time to time cancel any such appointment. The Directors may fix determine and vary the powers duties and remuneration of the person so appointed, but the person so appointed shall not be required to hold any shares to qualify him for appointment nor have any right to attend or vote at any meeting of Directors except by invitation and with the consent of the Directors.

PROCEEDINGS OF DIRECTORS

92. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the chairman of the meeting shall not have a second or casting vote where there are only two Directors present at the meeting and the resolution in question shall not be carried. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Malaysia.
- Meeting of Directors.*
- Votes.*
93. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
- Quorum.*
94. 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 in accordance with the provisions of the Act.
- Declaration of interest.*
95. Save as by the next following Article otherwise provided, a Director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall not be counted) nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but this Article shall not apply to:
- Restrictions on voting and quorum.*
- (a) any arrangement for giving to him any security or indemnity in respect of money lent by him 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 he 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 him 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 or creditor of or as a shareholder in or beneficially interested in shares of that company.

By Ordinary Resolution of the Company the provision of this Article may at any time be suspended or relaxed to any extent and either generally or in respect of any

particular contract, arrangement or transaction, and any particular contract, arrangement or transaction carried out in contravention of this Article may be ratified.

96. A Director notwithstanding his interest may 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 Directors resolve to enter into or make any arrangement with him or on his behalf pursuant to Article 78 of these presents or whereat the terms of any such appointment or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof. *Relaxation of restrictions on voting.*
97. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents the continuing Directors or Director may act for the purpose of filling up such vacancies or summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two member may summon a General Meeting for the purpose of appointing Directors. *Proceedings in case of vacancies.*
98. The Directors may elect a Chairman and a Deputy Chairman of their meetings and determine the period for which they are respectively to hold office, but if no Chairman or Deputy Chairman shall have been appointed, or if at any meeting neither the Chairman nor the Deputy be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be a chairman of the meeting. *Chairman.*
99. A resolution in writing signed by all the Directors for the time being in Malaysia shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, any may consist of several documents in the like form, each signed by one or more of the Directors. *Resolution in writing.*
100. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors. *Power to appoint committees.*
101. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article. *Proceedings at committee meetings.*
102. All acts done by any meeting of 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 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 and had continued to be a Director and had been entitled to vote. *Validity of acts of Directors inspite of some formal defects.*

BORROWING POWERS

103. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party. *Power to borrow.*
104. The Directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 108 of the Act in regard to the registration of mortgages and charges therein specified and otherwise. *Register of mortgage to be kept.*
105. If the Directors or any of them, or any other persons, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability. *Indemnity to be given.*

POWERS AND DUTIES OF DIRECTORS

106. The business of the Company shall be managed by Directors who may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company on General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article provided that any sale of the Company's main undertaking shall be subject to ratification by the members in General Meeting. *General power of Directors to manage Company's business.*
107. The Directors may establish any local boards or agencies for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may appoint any persons to be members of such local boards, or managers or agents, and may fix their remuneration, and may delegate to local boards, managers or agents any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. *Power to establish local board, etc.*
108. The Directors may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the Attorney or Attorneys of the Company for such purposes with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience *Power to appoint Attorneys.*

of persons dealing with any such Attorney as the Directors may think fit, and may also authorise any such Attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

109. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors. *Power to have a seal for use abroad.*
110. The Company, or the Directors on behalf of the Company, may in exercise of the powers in that behalf conferred by the Act cause to be kept a branch register or registers of members and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such register. *Power to keep a branch register.*
111. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine. *Signature of cheques and bills.*

SECRETARY

112. The first Secretary of the Company shall be (name of Secretary) (I/C no.) (company name), and a Deputy or Assistant Secretary may, be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary, Deputy or Assistant Secretary so appointed may be removed by them but without prejudice to any claim he may have for damages for breach of any contract or service between him and the Company. *Appointment of Secretary and Deputy or Assistant Secretary.*

THE SEAL

113. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf and every instrument to which the Seal shall be affixed shall (subject to the provisions of these presents as to certificates for shares) be signed by a Director and by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. *Formalities for affixing seal.*

AUTHENTICATION OF DOCUMENTS

114. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or 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 books, records, documents or accounts are kept elsewhere than at 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. *Power to authenticate documents.*
115. A document purporting to be a copy of a 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 the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such *Certified copies of resolution of the Directors.*

resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

DIVIDENDS AND RESERVES

116. The Company may by Ordinary Resolution declare dividends but (without prejudice to the powers of the Company to pay interest on share capital as hereinbefore provided) no dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors. *Payment of dividends.*
117. Subject to the rights of holders of shares with special rights as to dividend (if any), all dividends shall be declared and paid according to the amounts paid on the shares in respect whereof the dividend is paid, but (for the purposes of this Article only) no amount paid on a share in advance of calls shall be treated as paid on the share. All dividends shall be apportioned and paid prorata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. *Apportionment of dividends.*
118. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay the fixed preferential dividends on any class of shares carrying a fixed preferential dividend expressed to be payable on fixed date on the half-yearly or other dates (if any) prescribed for the payment thereof by the terms of issue of the shares, and subject thereto may also from time to time pay to the holders of any other class of shares interim dividends thereon of such amounts and on such dates as they think fit. *Payment of preferential and interim dividends.*
119. Subject to the provisions of the Act where any asset, business or property is bought by the Company as from a past date upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall, for the purpose of ascertaining the fund available for dividend, be treated as a profit or loss arising from the business of the Company and available for dividend accordingly. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest such dividend or interest when paid may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof. *Profit earned before acquisition of a business.*
120. If the Company shall issue shares at a premium, whether for cash or otherwise, the Directors shall transfer a sum equal to the aggregate amount or value of the premiums to an account to be called 'Share Premium Account' and any amount for the time being standing to the credit of such account shall not be applied in the payment of dividends. *Share premium account.*
121. No dividend or other moneys payable on or in respect of a share shall bear interest against the Company. *Dividends not to bear interest.*
122. The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or in connection therewith. *Deduction of debts due to Company.*

123. The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists. *Retention of dividends on shares subject to lien.*
124. The Directors may retain the dividends payable on shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained to become a member, or which any person under those provisions is entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same. *Retention of dividends on shares pending transmission.*
125. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company. *Unclaimed dividends.*
126. The Company may, upon the recommendation of the Directors, by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets and in particular of paid-up shares or debentures 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, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors. *Payment of dividends in specie.*
127. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, or, if several persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such persons and such address as such persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque if purporting to be endorsed shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. *Dividends payable by cheque.*
128. If several persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share. *Dividends due to joint holders.*

RESERVES

129. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works, plant and machinery for the Company or for special dividends or bonuses or for *Power to carry profit to reserve.*

equalising dividends or for any other purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

CAPITALISATION OF PROFITS AND RESERVES

130. The Company may, upon the recommendation of the Directors, by Ordinary Resolution resolve that it is desirable to capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and any capital redemption reserve funds) or any sum standing to the credit of profit and loss account or otherwise available for distribution, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised to the members holding ordinary shares in the proportions in which such sum would have been divisible amongst them had the same been applied or been applicable in paying dividends and to apply such sum on their behalf, either in or towards paying up the amounts (if any) for the time being unpaid on any shares held by such members respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such sum, such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in one way and partly in the other; provided that a share premium account and a capital redemption reserve fund may only be applied hereunder in the paying up of unissued shares to be issued to members as fully paid.

Power to carry forward profit.

131. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriation and applications of the sum resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures (if any) and generally shall do all acts and things required to give effect thereto, with full power to the 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 of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares or debentures to which they may be entitled upon such capitalisation, and any agreement made under such authority shall be effective and binding on all such members.

Implementation of resolution to capitalise.

MINUTES AND BOOKS

132. The Directors shall cause minutes to be made in books to be provided for the purpose:
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of Directors and of any committee of Directors; and
 - (c) of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees of Directors.

Minutes.

133. The Directors shall duly comply with the provisions of the Act and in particular the provisions in regard to registration of charges created by or affecting property of the Company, in regard to keeping a register of Directors and Secretaries, a register of members, a register of mortgages and charges, and a register of Directors' share and debenture holdings and in regard to the production and furnishing of copies of such registers and of any register of holders of debentures of the Company. *Keeping of registers, etc.*
134. Any register, index, minute book, books of accounts or other books required by these presents or by the Act to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery. *Form of register, etc.*

ACCOUNTS

135. The Directors shall cause to be kept such books of accounts as are necessary to comply with the provisions of the Act. *Directors to keep proper accounts.*
136. The books of account shall be kept at the Office, or at such other place within Malaysia as the Directors think fit, and shall always be open to the inspection of the Directors. No member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors or by Ordinary Resolution of the Company. *Inspection of books.*
137. The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before a General Meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary, not later than six months after closing its financial year. *Presentation of accounts.*
138. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be annexed thereto) together with a copy of every report of the Auditor relating thereto and of the Directors' report shall not less than fourteen days before the date of the meeting (or such shorter period as may be agreed in any year for receipt of notice of the meeting pursuant to the first proviso to Article 45 of these presents) be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of these presents; provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of joint holders, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. *Copies of accounts.*
139. Save as may be necessary for complying with the provisions of the Act or as the Company may by Special Resolution otherwise resolve, the Directors shall not be bound to publish any list or particulars of the securities or investments held by the Company or to give any information with reference to the same to any member. *Particular of investments.*

AUDITOR

140. Auditor shall be appointed and his duties regulated in accordance with the provisions of the Act. *Appointment of Auditor.*

141. Subject to the provisions of the Act all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment. *Validity of acts of Auditor in spite of some formal defect.*
142. The Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor. *Auditor's right to receive notices of and attend and speak at General Meetings.*

NOTICES

143. Any notice or document (including a share certificate) may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, or (if he has no registered address within Malaysia) to the address, if any, within Malaysia supplied by him to the Company as his address for the service of notices. *Service of notices.*
144. In respect of joint holdings all notices shall be given to that one of the joint holders whose name stands first in the register of members, and notice so given shall be sufficient notice to all the joint holders. *Service of notices in respect of joint holdings.*
145. Any member described in the register of members by an address not within Malaysia who shall from time to time give the Company an address within Malaysia at which notices may be served upon him shall be entitled to have served upon him at such address any notice to which he is entitled under these Articles. *Members abroad may give an address for service.*
146. If a member has no registered address within Malaysia and has not supplied to the Company an address within Malaysia for the giving of notices to him, a notice may be sent to him by telegram at his registered address appearing in the register of members. *Members abroad may be served by telegram.*
147. A person entitled to a share in consequence of the death or bankruptcy of a member, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within Malaysia for the service of notices, shall be entitled to have served upon him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service shall for all purpose be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall (notwithstanding that such member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy) be deemed to have been duly served in respect of any share registered in the name of such member as sole or joint holder. *Service of notice after death or bankruptcy of a member.*
148. Any notice or other document, if served or sent by post or telegram, shall be deemed to have been served or delivered at the time when the letter or telegram containing the same would in the ordinary course be delivered, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or that the telegram was properly addressed and handed into the post office for despatch. *When service effected.*

149. Any notice on behalf of the Company or of the Board of Directors shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company.

Any notice deemed effectual.

WINDING UP

150. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the liquidator may, with the authority of a Special Resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes as between the members or different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

Distribution of assets in specie.

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

Liquidator's commission.

INDEMNITY

152. Subject to the provisions of the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

Indemnity of Director and officer.

Names, Addresses and Descriptions of Subscribers

Engineer

Engineer

Dated this

Witness to the above Signatures:

Chartered Secretary,
Kuala Lumpur.