

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

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TPC PLUS BERHAD

(Company No. 615330-T)
(Incorporated in Malaysia under the Companies Act, 1965)

**CIRCULAR TO SHAREHOLDERS
IN RELATION TO THE**

PART A

**PROPOSED RENEWAL OF THE SHAREHOLDERS' MANDATE FOR
RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE
("PROPOSED SHAREHOLDERS' MANDATE")**

PART B

**PROPOSED ADOPTION OF THE NEW CONSTITUTION OF TPC PLUS BERHAD
("PROPOSED ADOPTION")**

The ordinary and special resolutions in respect of the above proposals will be tabled at the Company's 16th Annual General Meeting ("**AGM**") which will be held at the Conference Room, PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka on Thursday, 30 May 2019 at 10:00 a.m.

The Notice of the AGM and the Proxy Form are set out in the Company's Annual Report for the financial year ended 31 December 2018.

If you are unable to attend and wish to appoint a proxy to attend and vote on your behalf at the AGM, you are requested to complete the Proxy Form in accordance with the instructions therein and lodge it at the Company's Registered Office at PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka not less than 48 hours before the time fixed for holding the AGM or any adjournment thereof. The lodging of the Proxy Form will not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

Last date and time for lodging Proxy Form	: Tuesday, 28 May 2019 at 10:00 a.m.
Date and time of AGM	: Thursday, 30 May 2019 at 10:00 a.m.
Venue for the AGM	: The Conference Room PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Circular:

“Act”	:	The Companies Act 2016 as may be amended from time to time and any re-enactment thereof
“AGM”	:	Annual General Meeting
“Board”	:	Board of Directors of TPC
“Bursa Securities”	:	Bursa Malaysia Securities Berhad (635998-W)
“Constitution”	:	Constitution of TPC
“EUSB”	:	Esprit Unity Sdn Bhd (540946-A)
“HLRB”	:	Huat Lai Resources Berhad (323273-T)
“Listing Requirements”	:	Main Market Listing Requirements of Bursa Securities
“LPD”	:	29 March 2019, being the latest practicable date before the printing of this Circular
“Major Shareholders”	:	EUSB, HLRB, Lim Yeow Her, Lim Yeow Kian and Datuk Wira Lim Yeow Siong being persons who have an interest or interests in one or more voting shares in the Company and the number or aggregate number of those shares, is (a) 10% or more of the total number of voting shares in the Company; or (b) 5% or more of the total number of voting shares in the Company where such person is the largest shareholder of the corporation For the purpose of this definition, “ interest ” shall have the meaning of “ interests in shares ” given in section 8 of the Companies Act 2016.
“Proposed Adoption”	:	Proposed adoption of the new constitution of TPC as described in Appendix II of this Circular
“Proposed Shareholders’ Mandate”	:	Proposed renewal of the existing RRPT mandate from the Company’s shareholders
“Related Parties”	:	Huat Lai Resources Berhad, Huat Lai Feedmill Sdn Bhd, HLRB Processing Sdn Bhd, Linggi Agriculture Sdn Bhd, Chuan Hong Poultry Farm Sdn Bhd and Huat Lai Paper Products Sdn Bhd
“RRPT”	:	Recurrent related party transactions of a revenue or trading nature which are necessary for the day-to-day operations entered into / to be entered into by TPCA with the Related Parties
“TPC Group” or “the Group”	:	TPC and its subsidiaries, collectively
“TPC” or “the Company”	:	TPC Plus Berhad (615330-T)
“TPCA”	:	Teck Ping Chan Agriculture Sdn Bhd (41913-X)

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PROPOSED ADOPTION OF THE NEW CONSTITUTION OF TPC PLUS BERHAD

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Notice of the 16th AGM and Proxy Form are enclosed in the Company's Annual Report 2018

PART A

**PROPOSED RENEWAL OF THE SHAREHOLDERS' MANDATE FOR
RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE
("Proposed Shareholders' Mandate")**



TPC PLUS BERHAD

(Company No. 615330-T)
(Incorporated in Malaysia under the Companies Act, 1965)

Registered Office:
PT 1678, Mukim of Serkam
77300 Merlimau
Melaka

30 April 2019

Board of Directors:

YBhg. Tan Sri Datuk Seri (Dr.) Abu Seman bin Haji Yusop (Chairman)
Lim Yew Chua (Managing Director)
Lim Yew Kwang (Executive Director)
Lim Yew Piau (Executive Director)
Liang Ah Lit @ Nyah Chung Mun (Independent Non-Executive Director)
Chong Chee Siong (Independent Non-Executive Director)
Chong Peng Khang (Independent Non-Executive Director)

To: The shareholders of TPC

Dear Sir/Madam,

PROPOSED RENEWAL OF THE SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

1. INTRODUCTION

At the Company's 15th Annual General Meeting ("**AGM**") held on 31 May 2018, the shareholders of TPC Plus Berhad ("**TPC**" or "**the Company**") had *inter-alia* granted a mandate for Teck Ping Chan Agriculture Sdn Bhd ("**TPCA**"), a wholly-owned subsidiary of the Company, to enter into recurrent related party transactions of a revenue or trading nature which are necessary for its day-to-day operations and which are in its ordinary course of business ("**RRPT**").

In accordance with the Main Market Listing Requirements ("**the Listing Requirements**") of Bursa Malaysia Securities Berhad ("**Bursa Securities**"), the above mandate will expire at the conclusion of the 16th AGM scheduled to be held on Thursday, 30 May 2019.

Therefore, the Company had on 11 April 2019 announced to Bursa Securities that the Company will seek approval from the Company's shareholders for the renewal of the existing RRPT mandate ("**Proposed Shareholders' Mandate**").

The purpose of Part A of this Circular is to provide you with the details of the Proposed Shareholders' Mandate together with the Directors' recommendation and to seek your approval for the resolution to be tabled as Special Business at the forthcoming 16th AGM, the notice of which is set out in the Company's Annual Report for the financial year ended 31 December 2018.

SHAREHOLDERS ARE ADVISED TO READ THE CONTENTS OF PART A OF THIS CIRCULAR CAREFULLY BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED SHAREHOLDERS' MANDATE

2. DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE

2.1 Listing Requirements

Under Paragraph 10.09 of the Listing Requirements, the Company may seek a shareholders' mandate for recurrent related party transactions subject to the following:

- i. The transactions are in the ordinary course of business and are on terms not more favourable to the Related Parties than those generally available to the public;
- ii. The shareholders' mandate is subject to annual renewal and disclosure is made in the Company's annual report of the aggregate value of the transactions conducted under such mandate during the financial year where:
 - a. the consideration, value of the assets, capital outlay or costs of the aggregated transactions is RM1 million or more; or
 - b. the percentage ratio of such aggregated transactions is 1% or more, whichever is the lower;
- iii. A circular to the shareholders for the mandate shall include the information as may be prescribed by Bursa Securities;
- iv. In a meeting to obtain shareholders' mandate, the Directors, Major Shareholders and/or persons connected to them who are interested in the RRPT must not vote on the resolution to approve the transactions. An interested director or interested major shareholder must also ensure that persons connected with him abstain from voting on the resolution approving the transactions; and
- v. The Company shall immediately announce to Bursa Securities when the actual value of the RRPT entered into exceeds the estimated value of the transactions disclosed in this circular by 10% or more.

2.2 Validity Period of the Proposed Shareholders' Mandate

The Proposed Shareholders' Mandate, if approved at the forthcoming 16th AGM, is subject to annual renewal and shall continue to be in force until:

- i. the conclusion of the Company's 17th AGM at which time it will lapse unless the authority is renewed by a resolution passed at that meeting;
- ii. the expiration of the period within which the 17th AGM is required to be held pursuant to Section 340(2) of the Companies Act 2016 (but shall not extend to such extension as may be allowed under Section 340(4) of the Companies Act 2016); or
- iii. revoked or varied by resolution passed by shareholders of the Company in a general meeting,

whichever is the earlier.

2.3 Principal Activities of TPC Group

The principal activities of the Company are investment holding and provision of management services. The principal activities of the Company's subsidiaries are as follows:

<u>Name of Company</u>	<u>Country of incorporation</u>	<u>Equity Interest (%)</u>	<u>Principal Activities</u>
Teck Ping Chan Agriculture Sdn Bhd (" TPCA ")	Malaysia	100	Poultry farming
Teck Ping Chan (1976) Sdn Bhd	Malaysia	100	Dormant
<u>Subsidiary of TPCA</u>			
Mestika Arif Sdn Bhd	Malaysia	100	Oil palm plantation

2.4 Classes of Related Parties

The details of the Related Parties of TPC Group are as follows:

<u>Related Party</u>	<u>Principal activities</u>	<u>Nature of relationship</u>
Huat Lai Resources Berhad (" HLRB ")	Poultry farming	HLRB is a major shareholder of TPC holding 139,592,677 ordinary shares representing 59.71% of the issued shares in TPC
Huat Lai Feedmill Sdn Bhd (" HLFM ")	Manufacturing and trading of animal feed	HLFM is a wholly-owned subsidiary of HLRB
HLRB Processing Sdn Bhd (" HLPR ")	Processing and marketing of chicken and related products	HLPR is a wholly-owned subsidiary of HLRB
Linggi Agriculture Sdn Bhd (" LASB ")	Poultry farming	LASB is a wholly-owned subsidiary of HLRB
Chuan Hong Poultry Farm Sdn Bhd (" CHPF ")	Poultry farming	CHPF is a wholly-owned subsidiary of HLRB
Huat Lai Paper Products Sdn Bhd (" HLPP ")	Manufacturing and trading of paper egg trays	HLPP is a wholly-owned subsidiary of HLRB

Notes :

- i. Esprit Unity Sdn Bhd ("**EUSB**") is the beneficial owner of 75,143,000 ordinary shares representing 96.31% * of the issued shares in HLRB.
- ii. Lim Yeow Her, Lim Yeow Kian and Datuk Wira Lim Yeow Siong are brothers and they are the Directors and substantial shareholders of EUSB with each holding the following number of shares in EUSB:

	<u>No. of shares</u>	<u>Percentage</u>
Lim Yeow Her	50,002	50
Lim Yeow Kian	25,000	25
Datuk Wira Lim Yeow Siong	25,000	25
	<u>100,002</u>	<u>100</u>

- iii. Lim Yeow Her, Lim Yeow Kian and Datuk Wira Lim Yeow Siong are also Directors of HLRB, each holding the following number of shares in HLRB:

	<u>No. of shares</u>	<u>Percentage *</u>
Lim Yeow Her	1,440,174	1.85
Lim Yeow Kian	719,913	0.92
Datuk Wira Lim Yeow Siong	719,913	0.92
	<u>2,880,000</u>	<u>3.69</u>

- iv. Lim Yeow Kian also holds 125,000 ordinary shares representing 0.05% of the issued shares in TPC.

* The computation of percentage excludes 8,626,000 treasury shares in HLRB.

2.5 The Nature and Value of the Proposed Shareholders' Mandate

The nature and the actual value of RRPT transacted since the existing shareholders' mandate was obtained on 31 May 2018 and the details of the RRPT for which approval is being sought are as follows:

Related party	Nature of transaction	Nature of relationship	Existing RRPT mandate		Proposed Shareholders' Mandate
			Estimated value as disclosed in previous circular dated 30.4.2018 (RM'000)	Actual value transacted (RM'000) #	Estimated value (RM'000) **
HLRB	Sale of eggs [®] by TPCA to HLRB	HLRB is a major shareholder of TPC holding 59.71% direct interest in TPC.	10,000	2,308	8,000
	Sale of layer feed by TPCA to HLRB		5,000	7,632 ^	50,000
	Purchase of eggs [®] , raw material and livestock by TPCA from HLRB		60,000	34,261	60,000
HLFM	Sale of layer feed by TPCA to HLFM	HLFM is a wholly-owned subsidiary of HLRB	60,000	137	60,000
	Purchase of grower feed and raw material by TPCA from HLFM		8,000	1,463	6,000
HLPR	Sales of spent layers by TPCA to HLPR	HLPR is a wholly-owned subsidiary of HLRB	5,000	2,627	5,000
LASB	Sale of layer feed by TPCA to LASB	LASB is a wholly-owned subsidiary of HLRB	72,000	56,975	85,000
CHPF	Sale of layer feed and raw material by TPCA to CHPF	CHPF is a wholly-owned subsidiary of HLRB	8,000	1,222	5,000
HLPP	Purchase of egg trays by TPCA from HLPP	HLPP is a wholly-owned subsidiary of HLRB	6,000	1,910	6,000

Notes:

- @ TPCA will sell eggs to HLRB when HLRB does not have enough eggs of a particular size at that point of transaction and vice versa.
- # Refers to the actual amount transacted since obtaining the shareholders' mandate on 31 May 2018 up to 29 March 2019, being the latest practicable date before the printing of this Circular.
- ** The estimated value is based on the average amount of preceding years' transactions and the anticipated increase in production capacity of farms. The estimated value is subject to changes.
- ^ Announcements have been made to Bursa Securities accordingly when actual value transacted exceeded the estimated value by 10% and more.

2.6 Amount due and owing by Related Parties pursuant to the RRPT

There is no sum due and owing to the Company by the Related Parties as at 31 December 2018 which has exceeded a credit term of more than 6 months.

2.7 Review and Disclosure Procedures for RRPT

The Company has implemented the following review and disclosure procedures to ensure that the RRPT are conducted on arm's length basis and are based on normal commercial terms that are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders:

- i. The definition of related party, list of related parties and the review procedure will be circulated and/or updated within the Group.
- ii. Any tender, quotation or contract received from or proposed to be entered with a related party shall be reviewed by the Executive Directors who will ascertain if it is an approved RRPT. Such tender, quotation or contract will not be approved unless the terms offered to the Group are comparable with those offered by other unrelated parties for the same or substantially similar type of transactions.
- iii. Transactions with related party will only be entered into after taking into account the pricing, quality, level of services and expertise and other related factors. The negotiated transaction prices will be determined by market forces and similar to those transactions prices with unrelated third parties.
- iv. Wherever possible, the Management will endeavour that at least 2 other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities are used for comparison to determine whether the price and terms offered to/by the related parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities.
- v. Where quotation or comparative pricing from unrelated third parties cannot be obtained, the Management may rely on their knowledge in the prevailing industry norms bearing in mind the urgency and efficiency of services to be provided/received to ensure the RRPT are not detrimental to the Company.
- vi. All records of RRPT will be properly captured, kept and maintained to ensure accurate disclosure.
- vii. RRPT will be reviewed by the Audit Committee quarterly to ensure that such transactions are undertaken at arm's length basis, on normal commercial terms and on terms which are not more favourable to the related parties than those generally available to the public and are not detrimental to the minority shareholders. In its review of such transactions, the Audit Committee may, as it deems fit, request for additional information pertaining to the transactions from independent sources of advisers or professionals.

- viii. Where any of the Company's Director or member of the Audit Committee has a direct or indirect interest in the RRPT, he shall abstain from all deliberations and voting in respect of the said transaction.
- ix. There is no threshold for approval for RRPT as all RRPT will be reviewed by the Audit Committee and approved by the Board of Directors.

Disclosure will be made in the Company's annual report of the aggregate value of RRPT conducted under the shareholders' mandate during the financial year, the nature of RRPT entered into, the names of the related parties involved and their relationship with the Group.

2.8 **Statement by the Audit Committee**

The Company's Audit Committee has seen and reviewed the procedures mentioned in Section 2.7 above on a yearly basis and is of the view that the said procedures are sufficient to ensure that the RRPT are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders of the Company.

In addition, the Audit Committee is of the opinion that the Company has in place adequate procedures and processes to monitor, track and identify RRPT in a timely and orderly manner and will, at its own discretion, amend the procedures and processes when they are no longer appropriate or adequate.

3. **RATIONALE FOR THE PROPOSED SHAREHOLDERS' MANDATE**

The Proposed Shareholders' Mandate will enable TPCA to carry out the RRPT which are necessary for its day-to-day operations without the need of the Company to make frequent announcements to Bursa Securities or convene separate general meetings on each occasion to seek prior approval from its shareholders in pursuance of the Listing Requirements of Bursa Securities. This will substantially reduce expenses associated with the convening of such general meetings on an ad-hoc basis, improve administrative efficiency and allow resources and time to be channeled towards attaining other corporate objectives.

The RRPT are intended to meet the business needs of the Company at the best possible terms. By transacting with the Related Parties, the Company would have an advantage of familiarity with the background, financial well being and management of the Related Parties thus enabling more informed commercial decisions to be made. In most dealings with the Related Parties, the Company and the Related Parties have a good understanding of each other's business needs and expectations thus providing a platform where all parties can benefit from conducting the RRPT.

4. **EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE**

The Proposed Shareholders' Mandate will not have any effect on the Company's share capital, shareholding structure, net assets, earnings and gearing. However, the RRPT form an integral part of TPC Group's day-to-day operations and hence, will contribute positively towards the financial performance of the Group.

5. **APPROVALS REQUIRED**

The Proposed Shareholders' Mandate is subject to the approval of the Company's shareholders at the forthcoming 16th AGM.

6. DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS

The direct and indirect interests of the Directors and major shareholders of TPC as at 29 March 2019 are as follows:

	Ordinary shares in TPC			
	Direct		Indirect	
	No.	%	No.	%
<u>Directors</u>				
YBhg. Tan Sri Datuk Seri (Dr.) Abu Seman bin Haji Yusop	Nil	Nil	Nil	Nil
Lim Yew Chua #	Nil	Nil	Nil	Nil
Lim Yew Kwang #	Nil	Nil	Nil	Nil
Lim Yew Piau #	Nil	Nil	Nil	Nil
Liang Ah Lit @ Nyah Chung Mun	Nil	Nil	Nil	Nil
Chong Chee Siong	Nil	Nil	Nil	Nil
Chong Peng Khang	Nil	Nil	Nil	Nil
<u>Major Shareholders</u>				
Huat Lai Resources Berhad	139,592,677	59.71	Nil	Nil
Esprit Unity Sdn Bhd	Nil	Nil	139,592,677 ^	59.71 ^
Lim Yeow Her #	Nil	Nil	139,592,677 *	59.71 *
Lim Yeow Kian #	125,000	0.05	139,592,677 *	59.71 *
Datuk Wira Lim Yeow Siong #	Nil	Nil	139,592,677 *	59.71 *

Notes:

Lim Yew Chua, Lim Yew Kwang, Lim Yew Piau, Lim Yeow Her, Lim Yeow Kian and Datuk Wira Lim Yeow Siong are brothers.

^ Deemed interested by virtue of its direct interests in Huat Lai Resources Berhad.

* Deemed interested by virtue of their direct interest and indirect interests (through Esprit Unity Sdn Bhd) in Huat Lai Resources Berhad.

Lim Yew Chua, Lim Yew Kwang and Lim Yew Piau, being Directors of the Company and brothers of Lim Yeow Her, Lim Yeow Kian and Datuk Wira Lim Yeow Siong, are deemed interested in the Proposed Shareholders' Mandate (hereinafter collectively referred to as "**Interested Directors**") have abstained and will continue to abstain from all Board deliberations and voting on the resolution pertaining to the Proposed Shareholders' Mandate.

The Company's major shareholders, namely HLRB, EUSB, Lim Yeow Her, Lim Yeow Kian and Datuk Wira Lim Yeow Siong (hereinafter collectively referred to as "**Major Shareholders**") will abstain from voting on the resolution pertaining to the Proposed Shareholders' Mandate in respect of their direct and indirect shareholdings at the forthcoming 16th AGM.

The Interested Directors and Major Shareholders have undertaken that they will ensure that persons connected to them, if any, will also abstain from voting on the resolution pertaining to the Proposed Shareholders' Mandate at the forthcoming 16th AGM.

7. DIRECTORS' RECOMMENDATION

After having considered all aspects of the Proposed Shareholders' Mandate, the Board of Directors of the Company, save for the Interested Directors, is of the opinion that the Proposed Shareholders' Mandate is in the best interest of TPC Group and its shareholders and accordingly recommends that you vote in favour of the resolution pertaining to the Proposed Shareholders' Mandate which will be tabled at the forthcoming 16th AGM to give effect to the same.

8. SIXTEENTH AGM

The notice convening the Company's 16th AGM to vote on, amongst others, the resolution pertaining to the Proposed Shareholders' Mandate is set out in the Company's Annual Report for the financial year ended 31 December 2018. The 16th AGM will be held at the Conference Room, PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka on Thursday, 30 May 2019 at 10:00 a.m.

If you are unable to attend and wish to appoint a proxy to attend and vote on your behalf at the forthcoming 16th AGM, you are requested to complete, sign and return the Proxy Form enclosed in the Company's Annual Report for the financial year ended 31 December 2018 in accordance with the instructions therein so as to reach the Company's Registered Office at PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka not less than 48 hours before the time fixed for the meeting. The lodging of the Proxy Form will not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

9. FURTHER INFORMATION

Shareholders are advised to refer to the attached Appendix I for additional information.

Yours faithfully
For and on behalf of the Board of
TPC PLUS BERHAD

YBhg. Tan Sri Datuk Seri (Dr.) Abu Seman bin Haji Yusop
Chairman

PART B

**PROPOSED ADOPTION OF THE NEW CONSTITUTION OF TPC PLUS BERHAD
("Proposed Adoption")**



TPC PLUS BERHAD

(Company No. 615330-T)
(Incorporated in Malaysia under the Companies Act, 1965)

Registered Office:
PT 1678, Mukim of Serkam
77300 Merlimau
Melaka

30 April 2019

Board of Directors:

YBhg. Tan Sri Datuk Seri (Dr.) Abu Seman bin Haji Yusop (Chairman)
Lim Yew Chua (Managing Director)
Lim Yew Kwang (Executive Director)
Lim Yew Piau (Executive Director)
Liang Ah Lit @ Nyah Chung Mun (Independent Non-Executive Director)
Chong Chee Siong (Independent Non-Executive Director)
Chong Peng Khang (Independent Non-Executive Director)

To: The shareholders of TPC

Dear Sir/Madam,

PROPOSED ADOPTION OF THE NEW CONSTITUTION OF TPC PLUS BERHAD

1. INTRODUCTION

The Company had on 11 April 2019 announced its intension to seek shareholders' approval for the proposed adoption of the Company's new Constitution ("**Proposed Adoption**") at the Company's 16th Annual General Meeting ("**AGM**").

The purpose of Part B of this Circular is to provide you with the details of the Proposed Adoption, to set out the Directors' recommendation and to seek your approval for the special resolution ("**Special Resolution**") which is to be tabled at the forthcoming 16th AGM, the notice of which is set out in the Company's Annual Report for the financial year ended 31 December 2018.

SHAREHOLDERS ARE ADVISED TO READ THE CONTENTS OF PART B OF THIS CIRCULAR CAREFULLY BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED ADOPTION.

2. DETAILS AND RATIONALE FOR THE PROPOSED ADOPTION

Consequential to the Companies Act 2016 ("**Act**") which came into effect on 31 January 2017, the Board has proposed to revoke the Company's existing Memorandum and Articles of Association in its entirety and in place thereof, to adopt the proposed constitution as set out in Appendix II of this Circular as the Company's Constitution.

The Proposed Adoption will take effect once the Special Resolution has been passed by a majority of not less than 75% of such members who are entitled to vote and do vote in person or by proxy at the forthcoming 16th AGM.

The Proposed Adoption is primarily for the purpose of streamlining the Company's Constitution with the new provisions of the Act, amendments made to the Listing Requirements of Bursa Malaysia Securities Berhad and to enhance administrative efficiency.

3. EFFECT OF THE PROPOSED ADOPTION

The Proposed Adoption are administrative in nature and will not have any effect on the share capital, net assets, earnings per share or shareholding structure of the Company.

4. APPROVAL REQUIRED

The Proposed Adoption is conditional upon the approval of the shareholders of the Company at the forthcoming 16th AGM.

5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors or substantial shareholders of TPC nor persons connected with them have any interest, whether directly or indirectly, in the Proposed Adoption.

6. DIRECTORS' RECOMMENDATION

The Board of Directors are of the opinion that the Proposed Adoption is in the best interest of the Company and accordingly recommends that you vote in favour of the Special Resolution which is to be tabled at the forthcoming 16th AGM.

7. ACTION TO BE TAKEN BY SHAREHOLDERS

If you are unable to attend and wish to appoint a proxy to attend and vote on your behalf at the forthcoming 16th AGM, you are requested to complete, sign and return the Proxy Form enclosed in the Company's Annual Report for the financial year ended 31 December 2018 in accordance with the instructions printed therein so as to reach the Company's Registered Office at PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka not less than 48 hours before the time fixed for the 16th AGM or any adjournment thereof. The lodging of the Proxy Form will not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

Yours faithfully
For and on behalf of the Board of
TPC PLUS BERHAD

YBhg. Tan Sri Datuk Seri (Dr.) Abu Seman bin Haji Yusop
Chairman

1. **DIRECTORS' RESPONSIBILITY**

This Circular has been seen and approved by the Directors of TPC and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no other material facts the omission of which would make any statement herein misleading.

2. **MATERIAL CONTRACTS**

Neither the Company nor any of its subsidiaries have entered into any material contracts, not being contracts entered into in the ordinary course of business, within 2 years immediately preceding the date of this Circular.

3. **MATERIAL LITIGATION, CLAIMS AND ARBITRATION**

As at the date of this Circular, TPC Group is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant and the Board does not have any knowledge of any proceedings, pending or threatened, against the Group or any facts likely to give rise to any proceedings which may materially or adversely affect the financial position of the Group.

4. **DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection at the Registered Office of the Company which is located at PT 1678, Mukim of Serkam, 77300 Merlimau, Melaka between 8:30 a.m. to 4:30 p.m. from Mondays to Fridays (except on public holidays) from the date of this Circular up to and including the date of the 16th AGM:

- i. Memorandum and Articles of Association of the Company; and
- ii. Audited financial statements of the Company for the financial years ended 31 December 2017 and 2018.

THE COMPANIES ACT 2016
MALAYSIA

A COMPANY LIMITED BY SHARES

THE CONSTITUTION

OF

TPC PLUS BERHAD
(Company No. 615330-T)

Incorporated on the 16th day of May 2003

**THE CONSTITUTION
OF
TPC PLUS BERHAD**

(This Constitution was adopted by a Special Resolution passed at the Company's Annual General Meeting held on the 30th day of May, 2019)

1. INTRODUCTION

1.1 Company incorporation

TPC PLUS BERHAD ("the Company") was incorporated in Malaysia on 16 May 2003.

1.2 Type of company

The Company is a public company limited by shares.

1.3 Registered office

The registered office of the Company shall be situated in Malaysia.

1.4 Members' liabilities

The liability of the Members is limited to the amount, if any, unpaid on shares held by the Members.

2. DEFINITION AND INTERPRETATION

2.1 Definition

(a) In this Constitution unless the subject matter or context dictates otherwise, the following words and phrases shall have the meanings assigned to them herein:

Words

Meanings

Act

The Companies Act 2016 and any statutory modification, amendment or re-enactment thereof and any and every other legislation made thereunder for the time being in force.

<u>Words</u>	<u>Meanings</u>
Applicable Laws	All laws, bye-laws, rules, regulations, guidelines, directives, practice notes, guidance notes passed or issued by any relevant authority, for the time being in force, concerning companies and affecting the Company and this Constitution which shall include the Act, the Central Depositories Act, the Listing Requirements, the Securities Commission Malaysia Act 1993 and the Rules and any modification, amendment or re-enactment thereof.
Auditors	The auditors for the time being of the Company.
Authorised Nominee	Shall have the meaning ascribed thereto in the Central Depositories Act.
Beneficial Owner	Shall have the meaning ascribed thereto in the Central Depositories Act.
Board	The board of Directors of the Company and where the context permits or requires, shall mean the Directors whose number is not less than the required quorum acting as a board of Directors.
Bursa Depository	Bursa Malaysia Depository Sdn. Bhd. (Company No. 165570-W) or such other name by which it may be known from time to time and/or its nominee.
Bursa Securities	Bursa Malaysia Securities Berhad (Company No. 635998-W)
Central Depositories Act	The Securities Industry (Central Depositories) Act 1991 and any statutory modification, amendment or re-enactment thereof and any and every other legislation made thereunder for the time being in force.
Chairman	The chairman for the time being of the Board.
Clause	Any provisions in this Constitution as originally framed or as altered from time to time by Special Resolution.
Company	TPC Plus Berhad (Company No. 615330-T).
Constitution	This Constitution as originally framed or as altered from time to time by Special Resolution.
Deposited Security	A security standing to the credit of a Securities Account and includes a security in a Securities Account that is in suspense.
Depositor	A holder of a Securities Account established by Bursa Depository.
Directors	A person who has been appointed and for the time being holds office as a director of the Company in accordance with the provisions of the Act and this Constitution and, unless the context otherwise provides or requires, includes an Alternate Director.
Exempt Authorised Nominee	An Authorised Nominee which is exempted from compliance with the provisions of Section 25A(1) of the Central Depositories Act.
Financial Statements	Shall have the meaning ascribed to it in Section 2 of the Act.

<u>Words</u>	<u>Meanings</u>
Listing Requirements	The Main Market Listing Requirements of Bursa Securities including any amendments that may be made thereto from time to time.
Market Day	A day on which Bursa Securities is open for the trading of securities.
Member	Any person for the time being holding shares in the Company and whose name appears in the Register of Members and depositors whose names appear on the Record of Depositors (except Bursa Malaysia Depository Nominees Sdn Bhd).
Ordinary Resolution	Shall have the meaning ascribed to it in Section 291 of the Act.
Record of Depositors	A record of depositors provided by Bursa Depository to the Company under Chapter 24.0 of the Rules.
Register of Members	The register of Members to be kept pursuant to the Act.
Rules	The rules of Bursa Depository as issued under the Central Depositories Act for the time being in force.
Seal	The common seal of the Company.
Secretary	Any person or persons appointed to perform the duties of the secretary of the Company.
Securities Account	An account established by Bursa Depository for a Depositor for the recording of deposit of securities and for dealings in such securities by the Depositor as permitted under the Central Depository Act and/or the Rules.
Special Resolution	Shall have the meaning ascribed to it in Section 292 of the Act.

- (b) A reference to a statute or a statutory provision herein shall be deemed to include any modification, re-enactment or consolidation thereof and any regulations, rules, orders or other statutory instruments made pursuant thereto.
- (c) Expressions referring to "**writing**" or "**written**" shall, unless the contrary intention appears, be construed as including references to type-writing, printing, lithography, photography and any other modes of representing or reproducing words, letters, figures or marks in a visible form or in any other form or manner, whether in hard copy or in electronic form, sent by way of an electronic communication or otherwise in a form that allows the document and/or information to be easily accessible and reproduced into written, electronic or visible form.
- (d) Expressions referring to "**electronic communications**" shall include, but shall not be limited to unless the contrary intention appears, references to delivery of documents or information in electronic form by electronic means to the electronic mail address or any other address or number of the addressee as permitted by the Applicable Laws.

2.2 Interpretation

- (a) In this Constitution, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:
 - (i) Words denoting the singular number only shall include the plural and vice versa.

- (ii) Words denoting the masculine gender only shall include the feminine and neuter gender and vice versa.
 - (iii) Words denoting persons shall include firms, partnership, companies and corporations.
 - (iv) The abbreviation “**RM**” or “**Ringgit Malaysia**” means the lawful currency of Malaysia.
- (b) Save as aforesaid, any words or expressions contained in this Constitution shall, where the context so admits, be interpreted in accordance with the provisions of the Interpretation Acts 1948 and 1967 and the Applicable Laws.
- (c) The headings and sub-headings in this Constitution are inserted for convenience of reference only and shall not affect the interpretation and construction of the provision therein.

3. OBJECTS AND POWERS

3.1 General Object

Section 21 of the Companies Act 2016 shall apply to the Company and the Company shall be capable of exercising all the functions of a body corporate and shall have the full capacity to carry on or undertake any business or activity the Directors considered advantageous to the Company and that are not prohibited under any law for the time being in force in Malaysia.

3.2 Powers

The powers of the Company, in addition to those conferred under Section 21 of the Act, shall include but not limited to the following:

- (a) To lend and advance money or give credit to any person or company; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company; and
- (b) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or pay off any such securities.

4. SHARE CAPITAL

4.1 Class of share

- (a) The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividends, capital, voting or otherwise.

- (b) The Company shall, in any manner permitted or authorised under and in compliance with the Applicable Laws, have power to increase or reduce the share capital, to consolidate or sub-divide the shares into shares of larger or smaller amounts and to issue all or part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the provisions of this Constitution.

4.2 Rights and powers attached to shares

- (a) A share in the Company, other than preference shares, confers on the holder:
 - (i) the right to attend, participate and speak at a meeting;
 - (ii) the right to vote on a show of hands on any resolution of the Company;
 - (iii) the right to one vote for each share on a poll on any resolution of the Company;
 - (iv) the right to an equal share in the distribution of the surplus assets of the Company; or
 - (v) the right to an equal share in dividends authorised by the Board.
- (b) Notwithstanding Clause 4.2(a)(v), the right to dividends may be negated, altered or added to by this Constitution or in accordance with the terms on which the share is issued.

4.3 Preference Shares

- (a) Subject to the Applicable Laws, the Company shall have power to issue preference shares on such terms and conditions and carrying such rights or restrictions and the preference shares may with the sanction of an Ordinary Resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed.
- (b) The Company shall not, unless with the consent of the existing preference shareholders at a class meeting, issue preference shares ranking in priority over preference shares already issued but may issue preference shares ranking equally therewith.
- (c) A holder of preference shares shall have the same right as a holder of ordinary shares in relation to receiving notices and reports and attending and vote at any general meeting convened for the purpose of transacting any of the following:
 - (i) a proposal to reduce the Company's share capital;
 - (ii) a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (iii) a proposal that affects the rights attached to the preference shares;
 - (iv) a proposal to wind up the Company; or
 - (v) during the winding up of the Company.

- (d) Notwithstanding Clause 4.3(a) to 4.3(c) hereof, the repayment of preference share capital other than redeemable preference share or any alteration of preference shareholders' rights shall only be made pursuant to a Special Resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing obtained from the holders representing not less than seventy-five per centum (75%) of the preference capital concerned within two (2) months of the meeting shall be as valid and effectual as a Special Resolution carried at the meeting.

5. VARIATION OF RIGHTS

5.1 Modification of class rights

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be dealt with, varied, modified or abrogated with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting, the provisions of this Constitution relating to general meetings shall mutatis mutandis apply but so that the necessary quorum shall be at least two (2) persons holding or representing by proxy not less than one tenth (1/10) of the issued shares of that class excluding any shares of that class held as treasury shares.

5.2 Creation or issue of further shares

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards to participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

6. DEALINGS WITH SHARES IN THE COMPANY

6.1 Restriction on use of Company funds

The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company but nothing in this Clause shall prohibit transactions permitted under Section 125 of the Act or the purchase by the Company of its own shares pursuant to Clause 6.2 and Section 127 of the Act.

6.2 Purchase of own shares

- (a) The Company may, subject to its compliance with all the Applicable Laws, purchase its own shares. Any shares so purchased by the Company shall be dealt with in accordance with the Applicable Laws.
- (b) Neither the Company nor the Directors shall be required to select the shares to be purchased in any particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.

6.3 Commission on subscription for shares

The Company may exercise the powers of paying commissions conferred by the Act provided that the rate or the per centum of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent thereto. Such commission may be satisfied by the payment of cash or the allotment of fully paid up shares or partly paid up shares or by a combination of any of the aforesaid methods of payment. The Company may, on any issue of shares, also pay such brokerage as may be lawful.

6.4 Pay interest out of capital

Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may, subject to its compliance with all the Applicable Laws, pay interest or returns on the amount of such share capital as is for the time being paid up and charge the interest or returns paid to share capital as part of the cost of the construction of the works or buildings or the provision of the plant.

6.5 Trust not to be recognised

Except as required by law and subject to Clause 8, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not, even when having notice thereof, be bound 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 any other right in respect of any share except an absolute right to the entirety thereof in the person registered as the holder of the share.

7. ALLOTMENT OF SHARES

7.1 Pre-emptive rights to new shares

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

7.2 Allotment and issuance of shares

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of this Constitution, the Applicable Laws and to the provisions of any resolution of the Company, the Board may allot, issue or otherwise dispose of such shares to such persons at such price, on such terms and conditions, with such preferred, deferred or other special rights and subject to such restrictions and at such times as the Board may determine but the Board in making any issue of shares shall comply with the following conditions:

- (a) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in this Constitution, the resolution creating the same or in the terms of issue of such shares including such of those shares arising from convertible securities;
- (b) no issue of shares including any issue arising from convertible securities shall be made which will have the effect of transferring more than fifty per cent (50%) of the total voting shares in the Company to any person or corporation including to any of the persons acting in concert with any such party (as defined in the Securities Commission Malaysia Act 1993 or the Capital Market and Services Act 2007) without the prior approval of the Members of the Company in a general meeting; and
- (c) subject to the Listing Requirements and notwithstanding the existence of a resolution pursuant to Sections 75(1) and 76(1) of the Act, no shares or convertible securities shall be issued if the total number of those shares or convertible securities, when aggregated with the total number of any such shares or convertible securities which the Company has issued during the preceding 12 months, exceeds 10 per cent (10%) of the total number of issued shares (excluding treasury shares) of the Company except where the shares or convertible securities are issued with the prior approval of the Members of the Company in a general meeting of the precise terms and conditions of the issue.
- (d) Subject to the Applicable Laws, no shares or other convertible securities shall be issued to a Director unless the Members in a general meeting have approved the specific allotment to be made to such Director.

7.3 Crediting of securities

All new issues of securities for which listing is sought on Bursa Securities shall be made by way of crediting the Securities Accounts of the allottees with such securities save and except where the Company is specifically exempted from compliance with Section 38 of the Central Depositories Act. For this purpose, the Company shall notify Bursa Depository of all such particulars required by Bursa Depository to enable Bursa Depository to make the appropriate entries in the Securities Accounts of such allottees.

8. INFORMATION OF SHAREHOLDING

8.1 Company may require any information of a Member

The Company may by notice in writing require any Member within such reasonable time as is specified in the notice:

- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and
- (b) if he holds them as trustee, to indicate so far as he can the persons for whom he holds them by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.

8.2 Company may require any information of beneficial interest

Where the Company is informed in pursuance of a notice given to any person under Clause 8.1 hereof or this Clause that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:

- (a) to inform the Company whether he holds that interest as beneficial owner or as trustee; and
- (b) if he holds the interest as trustee, to indicate so far as he can the persons for whom he holds such interest by name and by other particulars sufficient to enable them to be identified and the nature of their interest.

8.3 Company may require any information of agreement or arrangement

The Company may by notice in writing require a Member to inform the Company, within such reasonable time as is specified in the notice, whether any of the voting rights carried by any voting shares in the Company held by him are the subject of an agreement or arrangement under which another person is entitled to control his exercise of those rights and, if so, to give particulars of the agreement or arrangement and the parties to such agreement or arrangement.

9. CALLS ON SHARES

9.1 Directors may make calls

The Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares, and not by the conditions of allotment of shares made, payable at fixed date provided that no call shall exceed one-fourth (1/4) of the issued price of the share or be payable at less than thirty (30) days from the date fixed for the payment of the last preceding call and each Member shall, subject to receiving at least fourteen (14) days' notice specifying the date, time and place of payment, pay to the Company the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

9.2 Difference in calls and payments

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 of such calls.

9.3 When call is deemed made

A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed. Any call may be made payable either in one sum or by instalments.

9.4 Terms of issue may be treated as call

Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date shall be deemed to be a call duly made, notified and payable on the date on which by the terms of issue the share becomes payable.

9.5 Unpaid calls

- (a) 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 date of actual payment at such rate not exceeding eight per cent (8%) per annum as the Directors may determine but the Directors shall be at liberty to waive payment of that interest in whole or in part.

- (b) No Shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him together with interest and expenses (if any).
- (c) In the case of non-payment of calls due and payable, all the relevant provisions of this Constitution and the Act as to payment of interest and expenses, forfeiture or otherwise shall apply.

9.6 **Calls may be paid in advance**

- (a) The Directors may, if they think fit, receive from any Member willing to advance payment the whole or a part of the amount remaining unpaid on any share although no part of that amount has been called up. Upon all or any part of the money so advanced is received from the Member, the Company may (until such advance become due and payable) pay interest at such rate not exceeding eight per cent (8%) per annum as may be agreed upon between the Directors and the Member paying the sum in advance unless the Company in a general meeting otherwise directs.
- (b) Capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in a liquidation, sums paid in advance of calls shall not, until the same would but for such advance has become payable, be treated as paid up on the shares in respect of which they have been paid.

10 **DISPOSAL OF SECURITIES OF MEMBERS WHOSE WHEREABOUTS UNKNOWN**

10.1 **Right of publication of securities of members whose whereabouts unknown**

Where, by the exercise of reasonable diligence, the Company is unable to discover the whereabouts of a Member for a period of not less than ten (10) years from the date that the Company is first unable to trace such Member, the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Record of Depositors as the address of the Member stating that the Company, after the expiration of one (1) month from the date of the advertisement, intends to transfer the securities to the Minister charged with the responsibility for finance.

10.2 **Right of transfer of securities of members whose whereabouts unknown**

If after the expiration of one (1) month from the date of the advertisement and the whereabouts of the Member remain unknown, the Company may transfer the securities held by the Member in the Company to the Minister charged with the responsibility for finance and for the purpose may execute for and on behalf of the Member a transfer of those securities to the Minister charged with the responsibility for finance.

11 **LIEN**

11.1 **Company's lien on shares and dividends**

- (a) The Company shall have a first and paramount lien over partly paid issued shares registered in the name of a Member or deceased Member for all calls and instalments due and unpaid and for such amount as the Company may be called upon by law to pay and has paid in respect of the shares of a Member or deceased Member.

- (b) The Company's lien on a share, if any, shall extend to all distribution including dividends and other moneys payable thereon or in respect thereof.
- (c) The Board may at any time declare any shares to be wholly or in part exempted from the provisions of this Clause.

11.2 **Power of sale**

The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the holder of the share for the time being or the person entitled thereto by reason of the death or bankruptcy of the holder of the share.

11.3 **Sale of shares under lien**

- (a) For the purpose of giving effect to a sale mentioned in Clause 11.2, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares or authorise its registrar to cause Bursa Depository to credit the Securities Account of the purchaser of the share sold or otherwise in accordance with the directions of the purchaser.
- (b) The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

11.4 **Application of proceeds of sale**

The proceeds of the sale mentioned in Clause 11.2 after payment of the amount of all costs of such sale and of any attempted sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a similar lien for sums not presently payable which exists over the shares before the sale) be paid to the person entitled to the shares at the date of the sale or his executors, administrators or assignees or as he directs.

12 FORFEITURE OF SHARES

12.1 **Notice to pay calls**

If a Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remain unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest (at such rate not exceeding eight per cent (8%) per annum as the Directors may determine from time to time), compensation or expenses which may have accrued by reason of such non-payment if the Directors think fit to enforce payment of such interest, compensation or expenses which may have accrued.

12.2 **Form of notice**

The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and place appointed, the shares in respect of which the call was made will be liable to be forfeited.

12.3 **Forfeiture**

If the requirements of any such notice as aforesaid are not complied with by the date specified therein, any share in respect of which the notice has been given shall be forfeited by a resolution of the Directors to that effect unless the payment as required by such notice has been made before the resolution. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

12.4 **Notice of forfeiture**

Where any share has been forfeited in accordance with this Constitution, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by reason of the death or bankruptcy, as the case may be.

12.5 **Forfeited share**

A share so forfeited shall become the property of the Company and may be re-allotted, sold or otherwise disposed of on such terms and in such manner as the Board thinks fit. The Directors may at any time before any such forfeited shares shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

12.6 **Liability of Member in respect of forfeiture shares**

A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest or compensation at the rate of eight per cent (8%) per annum or such other rate as may be allowed under the Applicable Laws and determined by the Board, to be calculated from the date of forfeiture, on the money for the time being unpaid if the Directors think fit to enforce payment of such interest or compensation) and his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.

12.7 **Termination of interest**

The forfeiture of a share shall at the time of forfeiture result in the termination of all interests in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the Member whose share is forfeited and the Company except only such of those rights and liabilities as are by this Constitution expressly saved or as are by the Act given or imposed in the case of past Members.

12.8 **Evidence of forfeiture**

A statutory declaration in writing by a Director or Secretary of the Company that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

12.9 **Sale of forfeited shares**

The Company may receive the consideration, if any, given for any sale or disposal of a forfeited share and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, or authorise its registrar to cause Bursa Depository to credit the Securities Account of the person to whom the share is sold or disposed of with the forfeited shares or otherwise in accordance with the directions of such persons as aforesaid. The purchaser shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

12.10 **Application of proceeds of forfeiture**

Subject to any lien for sums not presently payable, if any, any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses, shall be paid to the person whose shares have been forfeited or his executors, administrators, or assignees or as he directs.

12.11 **Application of forfeiture provisions**

The provisions of this Constitution as to forfeiture of shares shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed date as if the same had been payable by virtue of a call duly made and notified.

13 **TRANSFER OF SHARES**

13.1 **Transfer of Deposited Security by book entry**

The transfer of any listed security or class of any listed security of the Company shall be by way of book entry by Bursa Depository in accordance with the Rules of Bursa Depository and, notwithstanding Sections 105, 106 and 110 of the Act but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities.

13.2 **Prohibited transfer**

No share shall in any circumstances be transferred to a minor, bankrupt or person of unsound mind.

13.3 **Directors may decline to register transfer (shares that is not a Deposited Security)**

- (a) The Directors may in their absolute discretion decline to register any transfer of shares that is not a Deposited Security where the registration of the transfer would result in contravention of or failure of the Company to observe the provisions of any laws in Malaysia or the transfer is in respect of a partly paid shares of which a call has been made and is unpaid.
- (b) If in the exercise of its rights under this Clause, the Directors refuse to register a transfer of a share that is not a Deposited Security, they shall:
 - (i) pass a resolution to refuse the registration of the transfer within thirty (30) days from the receipt of the instrument of transfer and the resolution shall sets out in full the reasons for refusing the registration; and
 - (ii) send a notice of the resolution to the transferor and to the transferee within seven (7) days of the resolution being passed.

13.4 Limitation of liability

Neither the Company, the Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares although the same may, by reason of any fraud or other cause not known to the Company or the Directors or other officers, be legally inoperative or insufficient to pass the property in the securities proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. In every such case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

14 TRANSMISSION OF SHARES

14.1. Death of a Member

In the case of the death of a Member, the legal representatives of the deceased shall be the only person recognised by the Company as having any title to his interest in the shares but nothing herein contained shall release the estate of the deceased Member from any liability in respect of the shares which had been held by the deceased Member.

14.2. Share of deceased or bankrupt Member

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject to the compliance with this Constitution and the Applicable Laws, elect either to be registered himself as holder of the share or to have a person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy.

14.3. Registration of transmission

- (a) Subject to the Act, the Central Depositories Act and the Rules, if the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company and Bursa Depository a notice in writing signed by him stating that he so elects.
- (b) If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share or such other instrument as Bursa Depository may require in favour of that person.
- (c) All the limitations, restrictions and provisions of this Constitution, the Act, the Central Depositories Act and the Rules relating to the rights to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer or such other instrument as Bursa Depository may require as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer or such other instrument as Bursa Depository may require were a transfer signed by that Member.

14.4. Dividends and voting powers

Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee of his estate, as the case may be, shall upon registration as a Member be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of Members or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt.

14.5 Transmission of securities between registers

Where:

- (a) the securities of the Company are listed on another stock exchange; and
- (a) the Company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules of Bursa Depository in respect of such securities,

the Company shall, upon the request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such securities.

15 INCREASE OF CAPITAL

15.1 Power to increase capital

The Company may from time to time, whether all the shares for the time being issued shall have been fully called up or not, by Ordinary Resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase may direct.

15.2. Pre-emptive rights to new shares

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

15.3. Ranking of new shares

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

16 ALTERATION OF CAPITAL

16.1. Consolidation, sub-division, cancellation and re-classification

The Company may by Ordinary Resolution:

- (a) consolidate and then divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) subdivide its share capital or any part thereof into shares of smaller amount so however that in the sub-division, the proportion between the amount paid and the amount unpaid (if any) on each reduced shares shall be the same as it was in the case of the share from which the reduced share is derived;
- (c) cancel shares, which at the date of the passing of the resolution have not been taken or agreed to be taken by any person or which have been forfeited, and diminish the amount of its share capital by the amount of the shares so cancelled; and
- (d) subject to the provisions of this Constitution and the Act, convert and/or re-classify any class of shares into any other class of shares.

16.2. Reduction of capital

The Company may by Special Resolution, reduce its share capital in any manner permitted or authorised under and in compliance with the Applicable Laws.

17 CONVERSION OF SHARES INTO STOCK

17.1 Conversion of shares into stock

The Company may by Ordinary Resolution passed at a general meeting convert any paid-up shares into stock and re-convert any stock into paid-up shares of any denomination.

17.2 Transfer of stock

The stockholders may transfer the same or any part thereof in the same manner and subject to the same Clause as, and subject to which, the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.

17.3. Participation in dividends and profits

The stockholders shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of Members and other matters as if they held the shares from which the stock arose, but no such rights, privileges or advantages (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any amount of the stock which would not, if existing in shares, have conferred that rights, privileges or advantages.

17.4 Definition

All such provisions of this Constitution as are applicable to paid-up shares shall apply to stock, and the words "**share**" and "**shareholder**" therein shall include "**stock**" and "**stockholder**" respectively.

18 MEETINGS OF MEMBERS

18.1 Annual general meeting

The Company shall in each calendar year hold an annual general meeting, in addition to any other meetings in that year, within six (6) months of the Company's financial year end and not more than fifteen (15) months after the last preceding annual general meeting.

18.2 Convening of meeting of Members

The Directors may whenever they so decide by resolution convene a meeting of Members other than annual general meeting. In addition, a meeting of Members other than an annual general meeting shall be convened on such requisition as referred to in Sections 310 and 311 of the Act or, if the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 311 of the Act, a meeting may be convened by the requisitionists themselves in the manner provided in Section 313 of the Act. Any meeting convened by the requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Directors of the Company.

18.3 Venue of meeting of Members

The meeting of Members may be held at more than one (1) venue using any technology or method that enables the Members to participate and to exercise the Members' rights to speak and vote at the meeting. However, the main venue of all meetings of Members and annual general meetings shall be within Malaysia at such time and place as the Board shall determine. The chairperson shall be present at that main venue of the meeting.

18.4 Notice of meeting

- (a) Every notice of an annual general meeting shall be issued in accordance with the Applicable Laws and shall specify the meeting as such and every notice of a meeting convened for passing a Special Resolution shall include the text of the resolution and state the intention to propose such resolution as a Special Resolution.
- (b) The notice convening a meeting of Members shall specify the place, date, time and general nature of the business of the meeting, and shall be given to every Member, Director and Auditor of the Company at least fourteen (14) days before the meeting or at least twenty-one (21) days before the meeting where any Special Resolution is to be proposed or where it is an annual general meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' notice, or twenty-one (21) days' notice in the case where any Special Resolution is proposed or where it is the annual general meeting, of every such meeting must be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed.
- (c) In every notice calling a meeting of Members, there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint proxy(ies) in accordance with the Act and this Constitution to attend, participate, speak and vote instead of him.

18.5 Omission to give notice

The accidental omission to give notice of any meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive such notice shall not invalidate any resolutions passed or the proceedings at any such meeting.

18.6 **Business at meetings**

Subject always to the provisions of the Act, no business shall be transacted at a meeting of Members except business of which notice has been given in the notice convening the meeting. An annual general meeting shall be held to transact the business in accordance with the Act which include the laying of audited Financial Statements and the reports of the Directors and Auditors, the election of Directors in place of those retiring, the appointment and the fixing of the fees of Directors, and the appointment and fixing of the remuneration of the Auditors in accordance with the Act.

18.7 **Record of Depositors**

- (a) The Company shall request Bursa Depository, in accordance with the Rules of Bursa Depository, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. The Record of Depositors requested under this Clause when made available to the Company shall be treated as the final record of all Depositors of whom shall be deemed to be entitled to receive notices of general meetings.
- (b) The Company shall also request Bursa Depository, in accordance with the Rules of Bursa Depository, to issue a Record of Depositors as at the latest date which is reasonably practicable which shall in any event be not less than three (3) Market Days before the general meeting (hereinafter referred to as “**General Meeting Record of Depositors**”).
- (c) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

19 PROCEEDINGS AT MEETINGS OF MEMBERS

19.1 **Quorum**

- (a) No business shall be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person or by proxy shall be a quorum.
- (b) For the purpose of constituting a quorum:
 - (i) “Member” includes a person attending as a proxy or representing a corporation which is a Member;
 - (ii) One or more proxies appointed by a Member shall be counted as one Member; and
 - (iii) One or more representatives appointed by a corporation which is a Member shall be counted as one Member.

19.2 **Adjournment for want of quorum**

If within half (1/2) an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved but in any other case, it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next business day following that public holiday) at the same time and place or to such other day and at such other time and place as the Directors may determine. But if a quorum is not present at an adjourned meeting within fifteen (15) minutes from the time appointed for holding the adjourned meeting, the Member present shall be a quorum.

19.3 **Chairperson of meeting of Members**

The Chairman (if any) shall preside as the chairperson at every general meeting of the Company. If there is no such Chairman or if the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present shall choose one (1) of the Directors to act as the chairperson of the meeting, or if only one (1) Director is present he shall preside as the chairperson if he is willing to act. If no Director is chosen who shall be willing to act, the Members or proxy(ies) present and entitled to vote shall elect one (1) among themselves to be the chairperson of the meeting. No business except the election of the chairperson or the adjournment of the meeting shall be transacted or discussed at any general meeting which the chair is vacant.

19.4 **Adjournment with consent of meeting**

The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19.5 **Voting right of Members**

- (a) Subject to this Constitution and to any rights or restrictions for the time being attached to any shares or classes of shares, at meetings of Members or classes of Members, each Member entitled to vote may vote in person or by proxy, attorney or other duly authorised representative.
- (b) On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who is personally present and entitled to vote shall be entitled to one (1) vote. A proxy shall be entitled to vote on a show of hands on any question at any general meeting provided that he is the only proxy appointed by the Member. Any Member present at the general meeting who is also a proxy for another Member and any person who is a proxy for more than one (1) Member shall only have one (1) vote on a show of hands.
- (c) On a resolution to be decided by a poll, every Member voting in person or by proxy, attorney or other duly authorised representative shall have one (1) vote for each share he holds. The shares held or represented by a Member present at a general meeting personally or by proxy, attorney or other duly authorised representative shall be the number of shares entered against the name of the Member in the General Meeting Record of Depositors made available to the Company pursuant to Clause 18.7.

19.6 **When Members are barred from voting**

Subject to the provisions in Clause 18.7 hereof, no Member shall be entitled to be present or to vote on any question either personally or otherwise as a proxy, attorney or other duly authorised representative at any meeting of Members (including annual general meetings) or upon a poll or be reckoned in the quorum in respect of any shares:

- (a) upon which calls are due and unpaid; and/or
- (b) where the instrument of proxy, the power of attorney or other authority, if any, naming another person/party (other than the said Member) as proxy, attorney, or person/party authorised to so act has not been deposited with the Company in accordance with this Constitution.

19.7 **Poll**

- (a) All resolutions set out in the notice of any general meeting or in any notice of resolution which may properly be moved and is intended to be moved at any general meeting shall be voted by poll. A poll shall be taken either forthwith or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was taken but a poll demanded on the election of chairperson or on a question of adjournment shall be taken immediately.
- (b) The Company shall appoint at least one (1) scrutineer for the purposes of a poll in accordance with the Applicable Laws and may, in addition to the power of adjourning meetings contained in Clause 19.4 hereof, adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.
- (c) The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices. Such votes shall be counted by the poll administrator and verified by the scrutineer(s) as may be appointed by the Company for the purpose of determining the outcome of the resolution(s) to be decided on poll.

19.8 **Demand for poll**

- (a) Subject to Clause 19.7(a), a resolution put to vote at any meeting of Members shall be decided on a show of hands unless before or on the declaration of the result of the show of hands, a poll is demanded:
 - (i) by the chairperson of the meeting;
 - (ii) by at least three (3) Members present in person or by proxy, attorney or other duly authorised representative;
 - (iii) by any Member or Members present in person or by proxy, attorney or other duly authorised representative and representing not less than ten per centum (10%) of the total voting rights of all Members having the right to vote at the meeting; or
 - (iv) by any Member or Members present in person or by proxy, attorney or other duly authorised representative 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 ten per centum (10%) of the total sum paid up on all the shares conferring that right.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

19.9 **Equality of votes**

In the case of an equality of votes, whether on a poll or on a show of hands, the chairperson of the meeting or adjourned meeting at which the vote took place shall be entitled to a second or casting vote. Where the chairperson is also a Member of the Company, he shall have the casting vote in addition to the votes to which he may be entitled as a Member.

19.10 **Evidence of passing of resolutions**

- (a) A declaration by the chairperson of the meeting whether a resolution has, on a poll or on a show of hands, been carried or lost shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- (b) In case of any dispute as to the admission or rejection of a vote, the chairperson shall determine the same and such determination made in good faith shall be final and conclusive.
- (c) If any votes have been counted which ought not to have been counted or might have been rejected, the error shall not vitiate the results of the voting unless it be so pointed out at the same meeting or at any adjournment thereof, as the case may be, and in the opinion of the chairperson at the meeting or adjournment thereof it shall be of sufficient importance so as to vitiate the result of the voting.
- (d) A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.
- (e) A poll taken by a proxy shall, notwithstanding that it is exercised otherwise than in accordance with the instructions of the appointer, be valid and binding on the appointer and the Company shall not be under any obligation to ensure or verify that a proxy voting at a meeting of Members or at any adjournment thereof shall vote or had voted in accordance with the instructions indicated in the instrument of proxy.

19.11 Objection to qualification of voter

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 chairperson of the meeting whose decision shall be final and conclusive.

19.12 Corporate representative

Subject to the provisions of Section 333 of the Act, any corporation which is a Member may by resolution of its directors or other governing body authorise such person(s) as it thinks fit to act as its representative(s) at any meetings of Members and a person so authorised shall, in accordance with his authority and until his authority is revoked by the corporation, be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member.

19.13 Member of unsound mind

A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote by his committee or by such other person who properly has the management of his estate and any such committee or other person may vote by proxy or attorney.

20 PROXY

20.1 Appointment of proxy

A Member entitled to attend and vote at a meeting of the Company, or at a meeting of any class of members of the Company, shall be entitled to appoint another person(s) as his proxy(ies) to exercise all or any of his rights to attend, participate, speak and vote at a meeting of Members. There shall be no restriction as to the qualification of the proxy.

20.2 **Number of proxies appointed by a Member**

- (a) A Member may appoint more than one (1) proxy in relation to a meeting. Where a Member entitled to vote on a resolution has appointed more than one (1) proxy, the proxies shall only be entitled to vote on poll and the appointment shall not be valid unless the Member specifies the proportion of his holdings to be represented by each proxy.
- (b) Where a Member is an exempt Authorised Nominee which holds ordinary shares in the Company for multiple Beneficial Owners in one Securities Account (“**omnibus account**”), there is no limit to the number of proxies which the exempt Authorised Nominee may appoint in respect of each omnibus account it holds. An exempt Authorised Nominee refers to an Authorised Nominee defined under the Central Depositories Act which is exempted from compliance with the provisions of Section 25A(1) of Central Depositories Act.

20.3 **Form of proxy**

The instrument appointing a proxy shall be in such form as the Directors may from time to time prescribe or approve and it shall be in writing under the hand of the Member or of his attorney duly authorised in writing or if the Member is a corporation, it shall be executed either under its common seal or under the hand of an officer or attorney duly authorised.

20.4 **Delivery of instrument appointing a proxy**

- (a) Subject to the Act and the Listing Requirements, the Directors or any agent of the Company so authorised by the Directors may accept the appointment of proxy received by electronic communication on such terms and subject to such conditions as the Directors consider fit. The appointment of proxy by electronic communication shall be in accordance with this Constitution.
- (b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within Malaysia as is specified for that purpose in any of the following sources, or where the appointment of proxy is by electronic communication, shall be received at the electronic address specified by the Company in any of the following sources, not less than forty-eight (48) hours before the time fixed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll or in such other period(s) as may be provided or permitted under the Applicable Laws and stipulated in any of the following:
 - (i) Notice calling the meeting;
 - (ii) Instrument of proxy sent out by the Company in relation to the meeting; or
 - (iii) Website maintained by or on behalf of the Company.
- (c) An appointment of proxy, whether by electronic communication or not, which is not made in accordance with this Clause shall not be treated as valid.

20.5 **Termination of proxy**

The termination of proxy shall be in accordance with the Applicable Laws.

21 DIRECTORS

21.1 Directors to be natural person

A Director of the Company shall be a natural person who is at least eighteen (18) years of age.

21.2 Number of Directors

The Company may from time to time by Ordinary Resolution passed at a meeting of Members increase or reduce the number of Directors to be appointed to the Board. Until otherwise determined by general meeting, the number of Directors excluding alternate Director, if any, shall not be less than two (2) nor more than ten (10) but in the event their number is reduced below the minimum number fixed by or pursuant to this Constitution, the remaining Director may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or to summon a general meeting of the Company.

21.3 Composition of the Board

The Board shall have such number of independent directors as may be required under the Applicable Laws.

21.4 Director's shareholding qualification

There shall be no shareholding qualifications for a Director. All Directors shall be entitled, regardless of not being members of the Company, to receive notice of and to attend and speak at all meetings of Members and at all meetings of any class of members of the Company.

21.5 Rotation and retirement of Directors

- (a) An election of Directors shall take place each year at the annual general meeting of the Company where one third (1/3) of the Directors for the time being or, if their number is not three (3) or a multiple of three (3), then the number nearest to one third (1/3) shall retire from office and be eligible for re-election PROVIDED ALWAYS that all Directors shall retire from office once at least in each three (3) years but shall be eligible for re-election. A retiring Director shall retain office until the close of the meeting at which he retires.
- (b) The Directors to retire in each year shall be the Directors who have been longest in office since their last election, but as between persons who became Directors on the same day, the Director to retire shall, unless they otherwise agree among themselves, be determined by lot.
- (c) The Company may, at the annual general meeting at which a Director so retires, fill the vacated office by electing a person thereto. Unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for the re-election of the Director retiring at that meeting is put to the meeting and lost or some other person is elected as Director in place of the retiring Director, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a director, be deemed to have been re-elected. A retiring Director shall be deemed to have offered himself for re-election unless he has given notice in writing to the Company that he is unwilling to be re-elected.

21.6 **Directors may become Directors of other corporation**

A Director of the Company may be or become a director or other officer of or otherwise be interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a director or officer of or from his interest in such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company or exercisable by them as directors of such other corporation in such manner and in all aspects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the directors or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or is about to be appointed, a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid PROVIDED ALWAYS that he has complied with Section 221 and all other relevant provisions of the Act and of this Constitution.

22 APPOINTMENT AND REMOVAL OF DIRECTORS

22.1 **Power to add Directors**

The Directors shall have power at any time and from time to time to appoint any person as Director, either to fill a casual vacancy or as an addition to the existing Board, but the total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution. Any Director so appointed shall hold office only until the next annual general meeting of the Company and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

22.2 **Nomination of Directors**

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

22.3 **Motion for appointment of Directors**

At a general meeting at which more than one (1) Director is to be appointed, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two (2) or more persons as Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it. A resolution passed in accordance with a motion made in contravention of this Clause shall be void.

22.4 **Removal of Director**

- (a) The Company may by Ordinary Resolution, of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office notwithstanding any provisions of this Constitution 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.
- (b) The Company may by Ordinary Resolution appoint another person at the same meeting in place of a Director so removed from office and the 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 appointed a Director. In default of such appointment, the vacancy so arising may be filled by the Directors as a casual vacancy.

23 **DISQUALIFICATION OF DIRECTORS**

The office of a Director shall become vacant if the Director:

- (a) becomes disqualified from being a Director under Section 198 or 199 of the Act;
- (b) Resigns his office by giving a written notice to the Company at its registered office subject to Sections 196(3) and 209 of the Act,
- (c) has retired in accordance with the Act or this Constitution and is not re-elected;
- (d) is removed from his office as Director in accordance with the Act or this Constitution;
- (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Mental Health Act 2001;
- (f) dies; or
- (g) otherwise vacates his office in accordance with the Act, Listing Requirements or this Constitution.

24 **REMUNERATION OF DIRECTORS**

24.1 **Fees and benefits**

The fees and any benefits payable to the Directors including any compensation for loss of employment of a Director shall be determined annually by an Ordinary Resolution of the Company in general meeting and such fees shall (unless such resolution otherwise provides) be divided among the Directors in such proportions and manner as the Directors may agree PROVIDED ALWAYS that:

- (a) executive Directors shall, in addition to fees payable to such executive Directors as determined by the Company in general meeting and subject to the terms of any agreement entered into in any particular case, receive such remuneration as the Board may from time to time determine but shall not include a commission on or percentage of turnover;
- (b) fees payable to non-executive Directors shall be by a fixed sum and not by a commission on or percentage of profits or turnover; and
- (c) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

24.2 Reimbursement of expenses

The Directors may also be reimbursed for all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of Directors or general meetings of the Company or otherwise expended by them in the course of performing their duties as Directors.

24.3 Right to payment for professional services

Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company and provided further that such professional services and remuneration shall be at normal commercial terms.

25 POWER AND DUTIES OF DIRECTORS

25.1 Business of Company to be managed by the Directors

The business and affairs of the Company shall be managed by or under the direction of the Directors. The Directors shall have all powers necessary for managing, directing and supervising the management of the business and affairs of the Company subject to any modification, exception or limitation contained in the Act, the Applicable Laws and the Company's Constitution and may pay all expenses incurred in promoting and registering the Company and exercise all such powers of the Company as are not, by the Act or by this Constitution required to be exercised by the Company in a meeting of Members, subject, nevertheless, to the Applicable Laws, to any provisions of this Constitution and to such regulations being not inconsistent with the Applicable Laws or this Constitution or as may be prescribed by the Company in a meeting of Members but no regulation made by the Company in a meeting of Members shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

25.2 Directors' powers to borrow and provide financial assistance

- (a) Subject to the Act, the Listing Requirements and the provisions of this Constitution, the Directors may exercise all powers of the Company to borrow or otherwise raise money, to lend or advance any money, to guarantee the payment, performance or discharge of any debt, liability or obligation of its subsidiary or associated companies, to indemnify or provide collateral for a debt and to mortgage, charge or hypothecate all or any of the property or business of the Company including any uncalled or called but unpaid capital and to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company and its subsidiary and associated companies.
- (b) The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property or any uncalled capital, or issue debentures and other securities, whether outright or as security, for any debt, liability or obligation of an unrelated third party.

25.3 **Power to maintain funds**

The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any subsidiary of the Company and the widow, family or dependents of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any subsidiary of the Company or any such persons as aforesaid and make payments for or towards any hospital or scholastic expenses of any such persons provided that any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in a meeting of Members.

25.4 **Appointment of attorneys**

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

25.5 **Signing of cheques, etc.**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time determine by resolution.

25.6 **Directors to act honestly and use reasonable care, skill and diligence**

A Director shall at all times exercise his powers for a proper purpose, in good faith and in the best interest of the Company and shall act honestly and use reasonable care, skill and diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company

25.7 **General duty to make disclosure**

Every Director shall give notice to the Company of such events and matters relating to him as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Applicable Laws.

26 PROCEEDINGS OF DIRECTORS

26.1 **Third Schedule to the Act excluded**

The provisions in the Third Schedule to the Act shall not apply to the Company except in so far as the same are repeated or contained in this Constitution.

26.2 **Calling for meetings**

The Directors may meet together for the despatch of business at such time and place, adjourn and otherwise regulate their meetings and proceedings as they think fit. A Director may at any time and the Secretary shall on his requisition summon a meeting of the Directors.

26.3 **Meeting by conference telephone**

The Directors may participate in a meeting of the Directors by means of a conference telephone or similar electronic telecommunication device or any other audio, audio-visual or communication equipment which allows all persons participating in the meeting to hear and speak with each other throughout the duration of the meeting. Any person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly subject to and in accordance with the provisions of the Act and this Constitution. Unless otherwise decided by the Directors, such a meeting shall be deemed to take place at the venue of the meeting stated in the notice of meeting.

26.4 **Notice of Directors' meeting**

- (a) Unless otherwise determined by the Directors from time to time, at least seven (7) days' notice of all Directors' meeting shall be given by hand, post, facsimile, electronic form or other form of electronic communications to every Director who is in Malaysia at their last known address or to an address given by them to the Company for that purpose except in the case of an emergency whereby a reasonable notice of the Board meeting will be sufficient.
- (b) Any Director may waive notice of any meeting either prospectively or retrospectively. The notice of each Directors' meeting shall be deemed to be served on a Director upon delivery if delivered by hand, or immediately if sent by facsimile, electronic form or other form of electronic communications or if sent by post, on the day on which a properly stamped letter containing the notice is posted.
- (c) An irregularity in the notice of a meeting is waived if all Directors entitled to receive notice of the meeting attend the meeting without objection to the irregularity.

26.5 **Quorum of meeting of Directors**

The quorum necessary for the transaction of the business of the Board (including any adjourned meeting) shall be fixed by the Board from time to time and unless so fixed shall be two (2) Directors (or their alternates). A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under this Constitution vested in or exercisable by the Directors generally.

26.6 **Chairman of the Board**

The Directors may from time to time elect and remove a Chairman and deputy Chairman and determine the period for which they are to hold the office respectively. The Chairman so elected, or in his absence the deputy Chairman, shall preside at all meetings of the Directors but if no such Chairman or deputy Chairman is elected, or if at any Directors' meeting the Chairman or deputy Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present shall choose one (1) of their number to act as chairperson of such Directors' meeting.

26.7 **Voting at meeting of Directors**

Every Director shall have one vote. Subject to this Constitution, any question arising at any meeting of Directors shall be decided by a majority of the votes cast and such determination by a majority of Directors shall for all purposes be deemed a decision of the Board. A Director present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless he expressly abstains, dissents from or votes against the resolution at the meeting.

26.8 **Chairman to have a casting vote**

In the event of an equality of votes, the chairperson of the meeting shall have a second or casting vote. However, in the case of an equality of votes and where two (2) Directors form a quorum, the chairperson of a meeting at which only such a quorum is present or at which only two (2) Directors are competent to vote on the question at issue shall not have a casting vote.

26.9 **Restriction on discussion and voting**

Every Director shall declare his interest in the Company and his interest in any contract or proposed contract with the Company as may be required by law. Subject to Section 222 of the Act, a Director shall not participate in any discussion or vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest and if he shall do so his vote shall not be counted. A Director shall, notwithstanding his interest, be counted in the quorum for any meeting where a decision is to be taken upon any contract or proposed contract or arrangement in which he is in any way interested.

26.10 **Voting right of Directors under certain circumstances**

Subject to Clause 26.9 hereof, a Director may vote in respect of:

- (a) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to, or obligations undertaken by him for the benefit of, the Company; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of security.

27 DIRECTORS' CIRCULAR RESOLUTIONS

27.1 **Resolution in writing**

A resolution in writing signed or assented to by any means of electronic communication by a majority of the Directors for the time being present in Malaysia shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. All such resolutions shall be described as "**Directors' Circular Resolution**" and shall be forwarded or otherwise delivered to the Secretary without delay and shall be recorded by him in the Company's minute book. Any such resolution may consist of several documents in like form, each signed by one (1) or more Directors. The expressions "**in writing**" or "**signed**" include approval by legible confirmed transmission by facsimile or other forms of electronic communications.

28 MANAGING DIRECTOR

28.1 Appointment

The Board may from time to time appoint one of its body to perform the functions of a chief executive who shall carry the designation of managing director or such other designation for such period and on such terms as the Board thinks fit and may revoke any such appointment. The Board may vest in such person the necessary powers as the Board thinks fit for the discharge of his duties subject to the control of the Board.

28.2 Remuneration

The remuneration of a managing director shall be fixed by the Board and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of his appointment that he shall receive pension, gratuity or other benefits upon his retirement.

28.3 Subject to the provisions of this Constitution

The managing director shall be subject to retirement by rotation and shall be eligible for re-election. He shall be reckoned as a Director for the purpose of determining the rotation or retirement of Directors or in fixing the number of Directors to retire. He shall, subject to the provision of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause, he shall ipso facto cease to be a managing director.

29 ALTERNATE DIRECTOR

29.1 Appointment and removal of alternate Director

A Director may appoint any person (other than a Director) approved by a majority of the other Directors to act as his alternate Director and at his discretion, by way of a notice to the Company, remove such alternate Director from office. An alternate Director may only be appointed as an alternate to one Director at any point in time. Any nomination or removal of an alternate Director shall be effected in writing under the hand of the Director making the same and sent to the Company by hand, post, facsimile or in any other form or manner, electronic or otherwise, as approved by the Board.

29.2 Cessation of appointment of an alternate Director

If a Director who has appointed an alternate Director shall cease to be a Director, the person appointed by him as an alternate Director shall thereupon cease to be an alternate Director. However, a Director shall not for the purposes of this Clause be deemed to have ceased to be a Director if he retires at an annual general meeting and is re-elected at such meeting.

29.3 Rights of an alternate Director

- (a) An alternate Director shall be subject to, in all respects except as regards to power to appoint an alternate Director and remuneration, the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present.

- (b) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.
- (c) An alternate Director shall not be entitled to receive remuneration otherwise than out of the remuneration of the Director appointing him.

29.4 Acts and defaults of an alternate Director

Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company and be liable for his own acts and defaults and he shall not be deemed to be an agent of or for the Director who has appointed him.

30 COMMITTEES OF THE BOARD

30.1 Power to appoint person or establish committee

The Board may appoint any person(s) or establish any committees, local boards or agencies comprising two (2) or more persons for managing any of the affairs of the Company either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as it may think fit for the conduct of the business thereof and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix their remuneration and delegate to any such person(s), committee or local board or agency any of the powers, authorities and discretions vested in the Board, with power to sub-delegate and may authorise the member or members of any such committee or local board or agency 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 Board may think fit and the Board may remove any person or persons so appointed and may annul or vary any such delegation, but no person or persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

30.2 Chairman of committees

A committee may elect a chairman of its meetings and if no such chairman is elected or if at any meeting the chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the members present may choose one (1) among themselves to be the chairman of the meeting.

30.3 Quorum

The quorum at meetings of committees of Directors shall be fixed by the Board from time to time and unless so fixed shall be two (2).

30.4 Meeting of committees

Subject to any rules and regulations made pursuant to Clause 30.1 hereof, a committee may meet and adjourn as it thinks proper and questions arising at any committee meeting shall be determined by a majority of the votes cast by the members present, and in the case of an equality of votes, the chairman of the meeting shall have a second or casting vote except where two (2) persons form a quorum, the chairman of a meeting of any such committee or local board or agency at which only such a quorum is present, or at which only two (2) persons are competent to vote in the question at issue, shall not have a second or casting vote.

31 VALIDATION OF ACTS OF DIRECTORS

31.1 Validity of acts of Directors and Committee

All acts bona fide done at any meeting of the Directors or of a committee of the Directors or by any person acting as a Director, local board or agency shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee, local board or agency as aforesaid and had been entitled to vote.

32 SECRETARY

32.1 Appointment or removal of a Secretary

The Secretary or Secretaries shall be appointed by the Directors in accordance with the Act for such term, at such remuneration and upon such conditions as the Directors think fit and any Secretary or Secretaries so appointed may be removed by them but without prejudice to any claims he or they may have for damages for breach of any contract of services with the Company.

32.2 Vacation of office of Secretary

The Secretary may resign from office by giving a notice in writing to the Board and deposit the said notice at the registered office of the Company. The office of the Secretary shall become vacant if he becomes prohibited to act as the Secretary in accordance with Section 238 of the Act.

33 MINUTES AND REGISTER

33.1 Minutes of meetings and resolutions

The Directors shall cause minutes to be duly entered in the books provided for the purpose:

- (a) of all appointments of officers to be engaged in the management of the Company's affairs;
- (b) of the names of all the Directors present at each meeting of the Directors, committee of the Board and in a meeting of Members;
- (c) of all resolutions and proceedings of meetings of Members and of meetings of the Directors (including Directors' Circular Resolutions) and committees of the Board; and
- (d) of all orders made by the Board and any committee of the Board.

Such minutes shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting and if so signed, shall be conclusive evidence without any further proof of the facts thereon stated.

33.2 Minutes kept at registered office

The books containing the minutes of proceedings of any meeting of Members shall be kept by the Company at its registered office and shall be open to the inspection of any Member without charge.

33.3 **Proper keeping of statutory registers**

The Company shall keep all its statutory registers as required to be kept under the Act in the manner and at the appropriate places as prescribed by the Act, and such registers shall be open to the inspection of any member without charge and to any other person on payment of a fee as determined by the Board for each inspection.

33.4 **Form of registers, etc**

Any register, index, minute book, book of account or other book required by this Constitution or 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, production or reproduction.

34 **AUTHENTICATION OF DOCUMENTS**

34.1 **Authentication of documents**

Any Director or the Secretary or any person appointed by the Directors for that purpose shall have the power to authenticate any documents affecting the Constitution of the Company and any resolution passed by the Company or the Board 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.

34.2 **Conclusive evidence of resolutions**

A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Directors which is certified as such in accordance with the provisions of Clause 34.1 hereof shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

35 **SEAL**

35.1 **Authority for use of seal**

The Board shall provide for the safe custody of the Company's Seal which shall only be used pursuant to a resolution of the Directors or a committee of the Board authorised to use the Seal. Every instrument to which the Seal is affixed shall be autographically signed by a Director and either by a second Director or by the Secretary or by another person appointed by the Board for the purpose save and except that, in the case of a certificate or other document of title in respect of any share, stock, loan stock or debenture as defined in the Act or any other obligations, warrants, call warrants or securities and instruments of any kind whatsoever relating to all the aforesaid created or issued or dealt with or marketed or sold by the Company, such certificate or document of title may be created or issued under the Seal or the **Share Seal** (to be used pursuant to Clause 35.2 hereof) of the Company and the Board may by resolution determine that such signatures may be affixed by some mechanical, electronic, facsimile or autographical means or by such other means to be specified by the Board from time to time in such resolution.

35.2 **Official seal for share certificates, etc.**

The Company may have an official Share Seal pursuant to Section 63 of the Act which is specifically used for affixing onto certificates that may be issued by the Company for any share, stock, loan stock, debentures or other marketable security relating to all aforesaid created or issued or dealt with or marketed or sold by the Company and the affixing of the Share Seal shall be authenticated in the manner set out in Clause 35.1 hereof.

35.3 **Official seal for use abroad**

The Company may exercise the powers conferred by Section 62 of the Act with regard to having an official seal for use outside Malaysia and such powers shall be vested in the Board.

36 ACCOUNTS

36.1 **Accounts to be kept and issued**

- (a) The Directors and managers of the Company shall cause to be kept the accounting and other records to sufficiently explain the transaction and financial position of the Company including its subsidiaries and enable a true and fair profit and loss accounts and balance sheet and any documents required to be attached thereto to be prepared in accordance with the Applicable Laws.
- (b) The interval between the close of a financial year of the Company and the issue of the audited Financial Statements, the Directors' and Auditors' reports shall not exceed four (4) months.
- (c) Subject always to Sections 245(5) and (6) of the Act, the books of accounting and records of operations as aforesaid shall be kept at the Company's registered office or at such other place as the Directors think fit and shall always be open to inspection by the Directors.

36.2 **Inspection by Members**

The Directors shall from time to time determine whether or not and to what extent and at what time and place and under what conditions or regulations the books of accounting and other records of the Company or any of them shall be open to the inspection of Members (not being Directors) and no Member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in a meeting of Members.

36.3 **Circulating of audited Financial Statements and Directors' report**

A copy of each of the audited Financial Statements, the Directors' and Auditors' reports in printed form or in CD-ROM or other electronic form permitted under the Act or the Listing Requirements or any combination thereof shall, not less than twenty-one (21) days before the date of the annual general meeting or such other period as may be permissible by law or the Listing Requirements, be sent in accordance with the provisions of the Act or of this Constitution to every Member of the Company and to every other person who is entitled to receive notice of general meetings from the Company under the provisions of the Act or of this Constitution provided that this Clause shall not require a copy of these documents to be sent to any person whose address the Company is not aware and the non-receipt of these documents by any person entitled to receive such documents shall be entitled to receive a copy free of charge on application at the Company's registered office.

37 AUDIT

37.1 Appointment of Auditors

The Auditors shall be appointed for each financial year by Ordinary Resolution at the annual general meeting of the Company to hold office until the conclusion of the next annual general meeting and their appointment, remuneration, rights and duties, removal and resignation shall be regulated by the Act.

37.2 Attendance of Auditors at annual general meetings

The Auditors shall attend every annual general meeting where the Financial Statements of the Company are to be laid so as to respond according to his knowledge and ability to any question relevant to the audit of the Financial Statements.

38 DIVIDEND AND RESERVES

38.1 Distribution of dividends out of profit

A distribution of dividends to its Members may only be made out of profits of the Company available if the Company is solvent but no dividend shall exceed the amount as authorised by the Board.

38.2 Distribute only if Company is solvent

The Directors may authorise a distribution at such time and in such amount as the Directors consider appropriate if the Directors are satisfied that the Company will be solvent immediately after the distribution is made. The Company is regarded as solvent if the Company is able to pay its debts as and when the debts become due within twelve (12) months immediately after the distribution is made.

38.3 Setting aside profits

The Directors may, before authorising any distribution of dividend, set aside out of the profits of the Company such sums as they think proper as reserve fund which shall be applied by the Directors in their absolute discretion as they think conducive to the interest of the Company and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

38.4 Payment of dividends

- (a) Subject to the rights of persons, if any, entitled to shares with preferential or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid.
- (b) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as 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 will rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- (c) An amount paid or credited as paid on a share in advance of a call shall not be treated for the purpose of this Clause as paid on the share.

38.5 **Deduction of dividends**

The Directors may deduct from any dividend payable to any Member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company

38.6 **Retention of dividends**

Subject to the Applicable Laws, the Directors may retain any dividend or other moneys payable on or in respect of a share on which:

- (a) the Company has a lien and the Directors may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists; and
- (b) any person is under the provision as to the transmission of shares hereinbefore contained entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares.

38.7 **Distribution of specific assets (Dividends in specie)**

- (a) The Directors in authorising a distribution of dividends may direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways.
- (b) Where any difficulty arises in regard to such distribution or any part thereof, the Directors may settle the same as they think expedient and fix the value for distribution of such specific assets or any part thereof and may determine that 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.

38.8 **Payment by cheque, telegraphic transfer or electronic transfer**

- (a) Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder who is named on the Register of Members or to such person and to such address as the holder may in writing direct or by way of telegraphic transfer or electronic transfer or remittance to such account as designated by such holder or the person entitled to such payment.
- (b) Every such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be made payable to the order of the person to whom it is sent and the payment of any such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall operate as a good and full discharge to the Company in respect of the payment represented thereby notwithstanding that in the case of payment by cheque or warrant, it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged. Every such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be sent at the risk of the person entitled to the money thereby represented.

39 CAPITALISATION OF PROFITS

39.1 Power to capitalise

Subject to the Applicable Laws, the Company in a meeting of Members may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.

39.2 Power of applications of undivided profits

Whenever a resolution as mentioned in Clause 39.1 shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid up 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 in discharging debentures of the Company 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 or (as the case may require) for payment by the Company on their behalf, by the application thereto of their respective proportions of the profits, of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Members.

40 LANGUAGE

40.1 Translation

Where any Financial Statements, minutes or other records required to be kept by the Act are not kept in Bahasa Malaysia or the English language, the Directors shall cause a true translation of such Financial Statements, minutes and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original Financial Statements, minutes and other records for so long as the original Financial Statements, minutes and other records are required to be kept by the Act.

41 NOTICES AND DOCUMENTS

41.1 Service of notices and/or documents

A notice or document required to be sent to Members may be given:

- (a) in hard copy, sent either personally or by post to his last known address; and/or

- (b) in electronic form by:
 - (i) transmitting to his last known electronic mail address; or
 - (ii) publishing the notice or document on the Company's website provided that a notification of the publication of the notice or document on the website via hard copy or electronic mail or short messaging service has been given in accordance with Section 320 of the Act and the Listing Requirements; or
 - (iii) using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by Members provided that a notification of the publication or availability of the notice or document on the electronic platform via hard copy or electronic mail or short messaging service has been given to them accordingly.
- (c) All notices served for and on behalf of the Company or the Directors shall only be effectual if it bears the name of a Director or the Secretary or a duly authorised officer of the Company and which are issued by order of the Board pursuant to a resolution duly passed by the Directors.

41.2 **When service deemed effected**

Any notice or document shall be deemed to have been served by the Company to a Member:

- (a) Where the notice or document is sent in hard copy by post, on the day the prepaid letter, envelope or wrapper containing such notice or document is posted. In proving service by post, it shall be sufficient to prove that the letter containing the notice or document or material was properly addressed and stamped and put into a government post box or delivered to the postal authority for delivery.
- (b) Where the notice or document is sent by electronic means:
 - (i) via electronic mail, at the time of transmission to a Member's last known electronic mail address provided that the Company has record of the electronic mail being sent and that no written notification of delivery failure is received by the Company;
 - (ii) via publication on the Company's website, on the date the notice or document is first made available on the Company's website provided that the notification on the publication of notice or document on website has been given pursuant to Clause 41.1(b)(ii); or
 - (iii) via electronic platform maintained by the Company or third parties, on the date the notice or document is first made available thereon provided that the notification on the publication or availability of the notice or document on the relevant electronic platform has been given pursuant to Clause 41.1(b)(iii).
- (c) In the event that service of a notice or document pursuant to Clause 41.1(b) is unsuccessful, the Company must, within two (2) Market Days from discovery of delivery failure, make alternative arrangements for serving the notice or document in hard copy in accordance with Clause 41.1(a) hereof.

41.3 **Last known address for service**

A Member's address, electronic mail address and any other contact details provided to Bursa Depository shall be deemed as the last known address, electronic mail address and contact details respectively for purposes of communication including but not limited to service of notices and/or documents to the Member.

41.4 Service of notice and/or document in case of death or bankruptcy

- (a) A notice and/or document required to be sent to Members may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through representatives of the deceased or assignee of the bankrupt or by any like description at his last known address in any manner in which the same might have been served if the death or bankruptcy has not occurred.
- (b) Every person who by operation of law, transfer, transmission or other means whatsoever shall become entitled to any share, shall be bound by every notice and/or document in respect of such share which, prior to his name and/or address being entered in the Register of Members as the registered holder of such share, have been duly given to the person from whom he derives the title to such share.

41.5 Who may receive notice

- (a) Notice of every meeting of Members shall be given in any manner hereinbefore specified to:
 - (i) every Member;
 - (ii) every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
 - (iii) the Auditors of the Company; and
 - (iv) the Directors of the Company.
- (b) Except as aforesaid in Clause 41.5(a), no other person shall be entitled to receive notices of general meetings.

41.6 Service of notices in respect of joint holdings

With respect to any share to which persons are jointly entitled, all notices shall be given to the person first named in the Register of Members or, to the extent permissible under the Central Depositories Act and the Rules, in the Record of Depositors and any notice so given shall be sufficient notice to all the holders of such share.

41.7 Notice and/or document given by advertisement

Any notice and/or document required by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them and not expressly provided for by this Constitution or which cannot for any reason be served in the manner referred to in Clauses 41.1(a) and 41.1(b) hereof shall be sufficiently given if given by advertisement, and any notice and/or document required to be or which may be given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear in a nationally circulated Bahasa Malaysia or English daily newspaper.

42 WINDING UP

42.1 Distribution of assets in specie

If the Company is wound up (whether the liquidation is voluntary, under supervision, or by the court), the liquidator may, after the payment or satisfaction of all liabilities of the Company including preferred payments under the Act, with the sanction of a Special Resolution of the Company divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, think fit but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

42.2 Distribution of assets

Save that this Clause shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:

- (a) If the Company shall be wound up and the assets available for distribution among the Members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively; and
- (b) If in a winding up, the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the Members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively.

42.3 Remuneration of liquidator in voluntary liquidation

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

43 SECURITY CLAUSE

43.1 Discovery of Company's confidential information

Save as may be provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading, manufacturing or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board, it would be inexpedient in the interest of the Members if communicated to the public.

44 INDEMNITY AND INSURANCE

44.1 Indemnity and insurance for Company's officer and Auditor

Subject to the Applicable Laws, every Director, Auditors, Secretary and other officers (as defined in the Act) for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred or sustained by him in or about the execution of his duties of his office or otherwise in relation thereto, and the Company may effect insurance for such persons against such liability.

45 EFFECT OF THE APPLICABLE LAWS

45.1 Compliance with statutes, regulations and rules

The Company shall comply with the provisions of all Applicable Laws notwithstanding any provisions in this Constitution to the contrary.

45.2 Effect of the Applicable Laws

Notwithstanding anything contained in this Constitution:

- (a) If the Applicable Laws prohibit an act being done, that act shall not be done. Nothing contained in this Constitution prevents an act being done that the Applicable Laws require to be done.
- (b) If the Applicable Laws require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (c) If the Applicable Laws require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision.
- (d) If the Applicable Laws require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision.
- (e) If any provision of this Constitution is or becomes inconsistent with the Applicable Laws, this Constitution is deemed not to contain that provision to the extent of the inconsistency.