

**THE COMPANIES ACT, 1965  
MALAYSIA**

---

**PUBLIC COMPANY LIMITED BY SHARES**

---

*Memorandum*

*and*

*Articles of Association*

*of*

**SUN LIFE MALAYSIA ASSURANCE BERHAD**

**Registration No. 199001005930 (197499-U)**

**Incorporated on 10th day of May, 1990**



**SURUHANJAYA SYARIKAT MALAYSIA  
COMPANIES COMMISSION OF MALAYSIA**

**BORANG 13  
AKTA SYARIKAT 1965**

[Seksyen 23(2)]

No. Syarikat

197499

U

**PERAKUAN PEMERBADANAN ATAS PERTUKARAN  
NAMA SYARIKAT**

Dengan ini diperakui bahawa

**CIMB AVIVA ASSURANCE BERHAD**

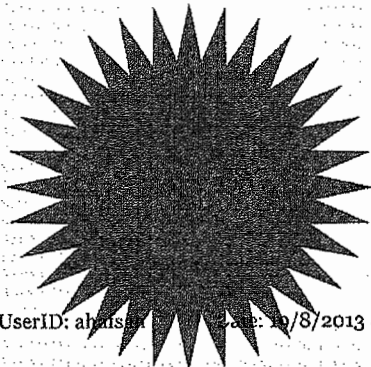
yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
10 haribulan Mei 1990, sebagai sebuah syarikat awam,

pada 19 haribulan Ogos 2013 telah menukar namanya kepada

**SUN LIFE MALAYSIA ASSURANCE BERHAD**

dan bahawa syarikat ini adalah sebuah syarikat awam  
dan adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 19 haribulan Ogos 2013.



NAZILA BINJI ALIAS

PENOLONG PENDAFTAR SYARIKAT  
MALAYSIA

UserID: ahais Date: 19/8/2013 8:32:47 AM

FORM 11  
[Section 154 (1)]  
COMPANIES ACT, 1965

Company No.

197499	U
--------	---

NOTICE OF RESOLUTION

CIMB AVIVA ASSURANCE BERHAD

To the Registrar of Companies,

At a general meeting of the members of CIMB AVIVA ASSURANCE BERHAD duly / deemed convened and held at Level 11, 338 Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur on the 22nd day of December, 2008, the Special / Ordinary Resolution(s) set out below / in the annexure marked with the letter "A" and signed by me for purposes of identification were / was duly passed / agreed to.

Special Resolution 1 – Proposed Increase in the Authorized Share Capital with the creation of 100,000,000 new Perpetual Non-Cumulative Preference Shares of RM1.00 each  
("Proposed Increase in the Authorized Share Capital")

RESOLVED :

THAT subject to the approvals of all relevant authorities and the adoption of Special Resolution 2 below, the authorized share capital of the Company be and is hereby increased from RM250,000,000 made up of 250,000,000 ordinary shares of RM1.00 each to RM350,000,000 made up of 250,000,000 ordinary shares of RM1.00 each and 100,000,000 Perpetual Non-Cumulative Preference Shares of RM1.00 each by the creation of an additional 100,000,000 Perpetual Non-Cumulative Preference Shares of RM1.00 each which shall have attached thereto the rights, privileges and restrictions set out in the new Article 4A to be adopted under Special Resolution 2 below AND THAT Clause 4 of the Memorandum of Association of the Company be amended accordingly.

Company No.

197499	U
--------	---

Special Resolution 2 – Proposed Amendments to the Memorandum and Articles of Association of the Company

RESOLVED :

THAT subject to the relevant approvals being obtained, the Memorandum and Articles of Association of the Company be amended in the manner as set out in Appendix I (“Proposed Amendments to the Memorandum and Articles of Association”) AND THAT the Directors and/or Company Secretary be and are hereby authorized to sign, do and execute all relevant documents, acts and things as may be required for or in connection with and to give effect to the Proposed Amendments to the Memorandum and Articles of Association with full power to assent to any conditions, modifications, variations and/or amendments as may be required by the relevant authorities.

Ordinary Resolution 1 – Proposed Issue by the Company of up to 100,000,000 new Ordinary Shares at the issue price of RM1.00 per new Ordinary Share

RESOLVED :

THAT subject to the approvals of all the relevant authorities, the Directors of the Company be and are hereby authorized to allot and issue up to 100,000,000 new Ordinary Shares to the Shareholders of the Company in proportion to the ratio of their respective equity holdings in the Company as at 20 November 2008 at the issue price of RM1.00 per new Ordinary Share, payable in cash by the Shareholders on or before 31 December 2008, upon such terms and conditions and for such purposes as the Directors may, in their absolute discretion, deem fit :

Company No.

197499	U
--------	---

Shareholders	% Equity Holdings	Number of New Ordinary Shares to be Allotted at RM1.00 each	Amount Payable in Cash on or before 31 December 2008 (RM)
Commerce International Group Berhad	51%	51,000,000	51,000,000
Aviva International Holdings Limited	49%	49,000,000	49,000,000
Total	100%	100,000,000	100,000,000

AND THAT such new Ordinary Shares, when issued shall rank pari passu in all respect with the existing shares of the Company AND THAT the Directors of the Company be and are hereby authorized to take such actions necessary to implement the aforesaid issuance and allotment of new Ordinary Shares.

Ordinary Resolution 2 – Proposed Issue by the Company of up to 100,000,000 new Perpetual Non-Cumulative Preference Shares at the issue price of RM1.00 per new Perpetual Non-Cumulative Preference Shares

---

RESOLVED :


THAT subject to the approvals of all the relevant authorities, the Directors of the Company be and are hereby authorized to allot and issue up to 100,000,000 new Perpetual Non-Cumulative Preference Shares to the Shareholders of the Company in proportion to the ratio of their respective equity holdings in the Company as at 20 November 2008 at the issue price of RM1.00 per Perpetual Non-Cumulative Preference Shares payable in cash by the Shareholders on or before 31 December 2008 upon such terms and conditions and for such purposes as the Directors may, in their absolute discretion, deem fit, and that such Perpetual Non-Cumulative Preference Shares shall have attached thereto the rights, privileges and restrictions as set out in the new Article 4A to be adopted under Special Resolution 2 above :

Company No.

197499	U
--------	---

Shareholders	% Equity Holdings	Number of New Perpetual Non-Cumulative Preference Shares to be Allotted at RM1.00 each	Amount Payable in Cash on or before 31 December 2008 (RM)
Commerce International Group Berhad	51%	51,000,000	51,000,000
Aviva International Holdings Limited	49%	49,000,000	49,000,000
Total	100%	RM100,000,000	100,000,000

Dated this 23rd day of December, 2008.



.....  
**KONG SOOI PENG (MIA 1269)**  
**SECRETARY**

Lodged on behalf : CIMB AVIVA ASSURANCE BERHAD  
Level 11, 338  
Jalan Tuanku Abdul Rahman  
50100 Kuala Lumpur  
Tel: 03-2612 3600 Fax: 2698 7035

**PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION (M&A) OF THE COMPANY**

The proposed amendments to the M&A are as follows :

1. AMENDMENT TO THE MEMORANDUM OF ASSOCIATION

The Memorandum of Association of the Company is proposed to be amended by deleting the current Clause 4 and substituting in place thereof the following new Clause 4 :

“The authorized share capital of the Company is RM350,000,000 divided into :

- A. 250,000,000 Ordinary Shares of RM1.00 each; and
- B. 100,000,000 Perpetual Non-Cumulative Preference Shares of RM1.00 each”

The shares in the original capital or 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 dividend, capital, voting or otherwise.”

2. INSERTION INTO ARTICLES OF ASSOCIATION

The following new provisions shall be inserted as Article 4A immediately after Article 4 of the Articles of Association :

Article 4A

“Rights and restriction of the Perpetual Non-Cumulative Preference Shares

(a) Definition

Unless otherwise stated in these Articles the following terms shall bear the following meaning,

“Perpetual Non-Cumulative Preference Shares” means the fully paid up Perpetual Non-Cumulative Preference Shares with a nominal value of RM1.00 each in the capital of the Company.

(b) Denomination

The par value of each Perpetual Non-Cumulative Preference Shares will be RM1.00

(c) Features of the Perpetual Non-Cumulative Preference Shares

Subject to the Companies Act 1965, the rights attached to the Perpetual Non-Cumulative Preference Shares are set out in this Article. The Perpetual Non-Cumulative Preference Shares will be fully paid up upon issue and allotment and will not be earmarked to any particular asset or activities of the Company. The Perpetual Non-Cumulative Preference Shares will not represent any fixed charge on the earnings of the Company.

(d) Dividend Rate

Subject to the Mandatory Cancellation of Dividends clause, the Perpetual Non-Cumulative Preference Shares confers on a holder the right to receive a non cumulative gross dividend of 8% per annum, payable annually in arrears after the anniversary of the issue date of the Perpetual Non-Cumulative Preference Shares.

(e) Dividend Payment

The payment of dividend under the Perpetual Non-Cumulative Preference Shares is at the Company's discretion

(f) Mandatory Cancellation/Deferral of Dividends

The Company shall not pay dividends under the Perpetual Non-Cumulative Preference Shares if :

- i) the Company is prevented by the applicable regulation by Bank Negara Malaysia from making payment of the dividends on the Perpetual Non-Cumulative Preference Shares or other Parity Obligations;
- ii) The Company is in breach, or the payment of such dividends will result in the breach of the minimum capital requirements set by Bank Negara Malaysia.

All dividends unpaid shall not be cumulative and shall be deemed cancelled.



(g) Rights Upon Liquidation

In the event of the dissolution or winding-up of the Company, each holder of the Perpetual Non-Cumulative Preference Shares will, subject to certain limitations and applicable law, be entitled to receive out of the assets of the Company available for distribution the total value of the Perpetual Non-Cumulative Preference Shares i.e. par value plus any premium paid for the Perpetual Non-Cumulative Preference Shares (“Liquidation Distribution”).

The Liquidation Distribution will be made after the claims (if any) of all other creditors of the Company which are not subordinated to the Perpetual Non-Cumulative Preference Shares.

Notwithstanding the availability of sufficient assets of the Company to pay any Liquidation Distribution to holders of the Perpetual Non-Cumulative Preference Shares as aforesaid, if, at the time such Liquidation Distribution is to be paid, proceedings have been commenced for the voluntary or involuntary liquidation, dissolution or winding-up of the Company other than pursuant to a Permitted Reorganisation, the Liquidation Distribution payable per Perpetual Non-Cumulative Preference Shares shall be ranked:

- (i) junior to (i) firstly, the claims of all policy holders of the Company; (ii) secondly, all statutorily preferred payments; (iii) thirdly, the claims of all creditors of the Company ranking in seniority to the Perpetual Non-Cumulative Preference Shares;
- (ii) *pari passu* with Parity Obligations, if any, issued by the Company and any guarantee or support agreement or other instrument of the Company ranking *pari passu* with the Perpetual Non-Cumulative Preference Shares, and
- (iii) senior to Junior Share Capital.

“Permitted Reorganization” means a solvent reconstruction, amalgamation, reorganisation, merger or consolidation whereby all or substantially all the business, undertakings and assets of the Company are transferred to a successor entity which assumes all the obligations of the Company under the subordinated guarantee.

“Junior Share Capital” means ordinary shares of the Company, together with any other securities or obligations which rank or are expressed to rank junior to the Parity Obligations and to any preference shares issued in substitution for any such Parity Obligations or the Perpetual Non-Cumulative Preference Shares.

*PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES  
OF ASSOCIATION (M&A) OF THE COMPANY*

In the event of an order being made for the liquidation, dissolution or winding-up of the Company (other than pursuant to a Permitted Reorganisation) or a declaration being made that the Company is insolvent, the amount per Perpetual Non-Cumulative Preference Shares to which holders of the Perpetual Non-Cumulative Preference Shares will be entitled as a Liquidation Distribution will be as described above. If in such event, a Liquidation Distribution cannot be paid in full on the Perpetual Non-Cumulative Preference Shares due to insufficient funds being available to the Company, then each Perpetual Non-Cumulative Preference Shares will entitle its holder to receive such Perpetual Non-Cumulative Preference Shares's Relevant Proportion of such Distributable Reserves. However, no payment will be made by, or may be claimed from, the Company in respect of any Liquidation Distribution or portion thereof to the extent that it is not paid due to the reason aforesaid.

"Distributable Reserves" means, at any time, the amounts which are available to the Company for distribution as dividend in compliance with the applicable company act / regulation as of the Company's latest audited account.

"Parity Obligations" means any preference shares or other preferred securities issued by the Company ranking pari passu with the Company's obligations under the Perpetual Non-Cumulative Preference Shares that:

- (a) constitute Tier 1 capital of the Company on an unconsolidated basis; or
- (b) have characteristics that could enable them to qualify as Tier 1 capital of the Company on an unconsolidated basis; or

(h) Status of the Perpetual Non-Cumulative Preference Shares

With respect to the payment of amounts upon liquidation, dissolution or winding-up of the Company, the holders of Perpetual Non-Cumulative Preference Shares will rank in priority to the holders of ordinary shares of the Company.

(i) Perpetual Non-Cumulative Preference Shares Rank

The Perpetual Non-Cumulative Preference Shares is subordinated and unsecured obligation of the Company and shall rank pari passu among themselves and senior only to the Company's ordinary shares.

The Perpetual Non-Cumulative Preference Shares shall not represent any fixed charge on the earnings of the Company.

*PROPOSED AMENDMENTS TO THE MEMORANDUM AND ARTICLES  
OF ASSOCIATION (M&A) OF THE COMPANY*

(j) Voting Rights

The Perpetual Non-Cumulative Preference Shares shall carry no right to vote at any general meeting of the ordinary shareholders of the Company.

(k) Tenure

The tenure of the Perpetual Non-Cumulative Preference Shares is perpetual and will be made permanently available. Nonetheless, the Perpetual Non-Cumulative Preference Shares could only be redeemed after year five (5) at the sole option of the Company subject to Bank Negara Malaysia's approval.

(l) Transferability

The Perpetual Non-Cumulative Preference Shares are transferable by the holder of the Perpetual Non-Cumulative Preference Shares to any party.

(m) Convertibility

The Perpetual Non-Cumulative Preference Shares are not convertible to ordinary shares of the Company.

(n) Listing

The Perpetual Non-Cumulative Preference Shares will not be listed on Bursa Malaysia Securities Berhad or any other Exchanges.

(o) Governing Law

The laws of Malaysia.

FORM 28  
Companies Act, 1965  
Sections 62 (4) and 335 (2)

Company No.

197499	U
--------	---

**NOTICE OF INCREASE IN SHARE CAPITAL**

**CIMB AVIVA ASSURANCE BERHAD**

To the Registrar of Companies,

1. **CIMB AVIVA ASSURANCE BERHAD** hereby gives notice that on the **22nd** day of **December**, 2008, the authorised share capital of the Company was increased from **RM250,000,000** to **RM350,000,000**

2. The additional capital is divided as follows :-

Number of Shares	Class of Shares	Nominal Amount of Each Shares
100,000,000	Perpetual Non-Cumulative Preference Share	RM1.00

Dated this **23rd** day of **December, 2008.**

  
KONG SIOI PENG (MIA 1269)  
SECRETARY

Lodged on behalf : CIMB AVIVA ASSURANCE BERHAD  
Level 11, 338  
Jalan Tuanku Abdul Rahman  
50100 Kuala Lumpur  
Tel: 03-2612 3600 Fax: 2698 7035



**SURUHANJAYA SYARIKAT MALAYSIA  
COMPANIES COMMISSION OF MALAYSIA**

**BORANG 13  
AKTA SYARIKAT 1965**

**[Seksyen 23(2)]**

**No. Syarikat**

**197499**

**U**

**PERAKUAN PEMERBADANAN ATAS PERTUKARAN  
NAMA SYARIKAT**

**Adalah diperakui bahawa**

**COMMERCE LIFE ASSURANCE BHD.**

**yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
10 haribulan Mei 1990, sebagai sebuah syarikat awam,**

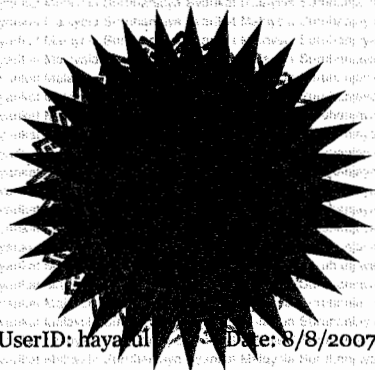
**pada 08 haribulan Ogos 2007 telah menukar namanya kepada**

**CIMB AVIVA ASSURANCE BERHAD**

**dan bahawa syarikat ini adalah sebuah syarikat awam**

**dan adalah sebuah syarikat berhad menurut syer.**

**Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 08 haribulan Ogos 2007.**



*MARDIANA BINTI IBRAHIM*

**MARDIANA BINTI IBRAHIM  
PENOLONG PENDAFTAR SYARIKAT  
MALAYSIA**

UserID: haya ul Date: 8/8/2007 11:43:59 AM



**SURUHANJAYA SYARIKAT MALAYSIA  
COMPANIES COMMISSION OF MALAYSIA**

BORANG 13

AKTA SYARIKAT 1965

[Seksyen 23 (2)]

No. Syarikat

197499	U
--------	---

**PERAKUAN PEMERBADANAN ATAS  
PERTUKARAN NAMA SYARIKAT**

Adalah diperakui bahawa

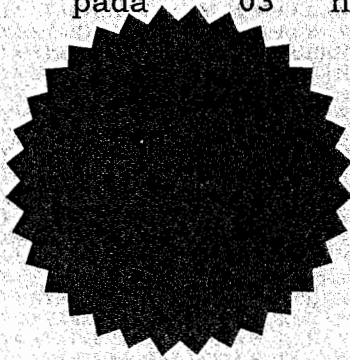
**AMAL ASSURANCE BHD.**

yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
10 haribulan Mei 1990, sebagai sebuah syarikat  
Awam, pada 03 haribulan November 2003  
telah menukar namanya kepada

**COMMERCE LIFE ASSURANCE BHD.**

dan bahawa syarikat ini adalah sebuah syarikat Awam  
dan adalah sebuah syarikat berhad menurut Syer

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 03 haribulan November 2003



**PUTEH BT MAHMOOD  
PENOLONG PENDAFTAR SYARIKAT  
MALAYSIA**

FORM 11  
COMPANIES ACT, 1965

~~Section 21(2)~~  
~~Section 26(1), (2)~~  
~~Section 28(9)~~  
Section 154(1)  
~~Section 254(2)~~

Company No.197499-U

**NOTICE OF RESOLUTION**

**AMAL ASSURANCE BHD**

To the Registrar of Companies,

At a General Meeting of the Members of AMAL ASSURANCE BHD, duly convened and held at 12<sup>th</sup> Floor, Commerce Square Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur on 17<sup>th</sup> October 2002, the Resolution set out below was duly passed :

1. **SPECIAL RESOLUTION**  
**AMENDMENT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

"That Article 83(g) of the Articles of Association of the Company be and is hereby amended to read as follows:-

Article 83 (g) - if he is absent from more than 25% of the total board of Directors' meetings held during the financial year.

And That such aforesaid shall take effect upon the passing of the Special Resolution above.

Dated this 17 October 2002



**JAMIL HAJAR ABDUL MUTTALIB**  
COMPANY SECRETARY  
LICENSE NO: LS000656

Lodged By: AMAL ASSURANCE BHD  
Address : 39/41, Jalan Medan Tuanku  
50300 Kuala Lumpur  
Tel No: 03-2612 3600

FORM 11  
COMPANIES ACT, 1965

Section 21(2)  
Section 26(1)-(2)  
Section 28(9)  
Section 154(1)

Company No.197499-U

NOTICE OF RESOLUTION

AMAL ASSURANCE BHD

Section 254(2)

SURUHANJAYA SYARIKAT MALAYSIA  
KUALA LUMPUR  
KAUNTER HABIL  
(PANDATAR SYARIKAT)

10 JUL 2002

K8

Diri  
kom  
Pandar

To the Registrar of Companies,

At a General Meeting of the Members of AMAL ASSURANCE BHD, duly convened and held at 12<sup>th</sup> Floor, Commerce Square Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur on 1<sup>st</sup> July 2002, the Resolutions set out below was duly passed :

RESOLVED :

1. **ORDINARY RESOLUTION 1  
INCREASE IN AUTHORISED CAPITAL**

THAT the authorized share capital of the Company be increased from RM100,000,000.00 divided into 100,000,000 ordinary shares of RM1.00 each to RM250,000,000.00 divided into 250,000,000 ordinary shares of RM1.00 each by the creation of an additional 150,000,000 ordinary shares of RM1.00 each and that the new shares created shall rank pari passu in all respect with the existing shares of the Company.

2. **ORDINARY RESOLUTION 2  
INCREASE IN PAID-UP CAPITAL**

THAT the paid up capital of the Company be increased from RM100,000,000 divided into 100,000,000 ordinary shares of RM1.00 each to RM122,000,000 by the creation of an additional 22,000,000 new ordinary shares of RM1.00 each, and that all such new shares when issued shall rank pari passu in all respect with the existing shares of the Company.

3. **ORDINARY RESOLUTION 3  
SECTION 132D OF THE COMPANIES ACT, 1965**

THAT pursuant to Section 132D of the Companies Act, 1965, authority be and is hereby given to the Directors of the Company, until the conclusion of the next Annual General Meeting to be held or expiration of the period required within which the next Annual General Meeting is required by the law to be held, whichever is the earlier, to issue and allot shares in the Company at any time to such person(s) and upon such terms and conditions as stipulated in the Company's Articles of Association."




4. **SPECIAL RESOLUTION  
AMENDMENT TO MEMORANDUM OF ASSOCIATION**

"That subject to the passing of the Ordinary Resolution No.1, the Clause 5 of the Memorandum of Association of the Company be amended to read as follows:-

The share capital of the Company shall be Ringgit Malaysia 250,000,000 divided into 250,000,000 shares of Ringgit Malaysia One (RM1.00) each with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company for the time being and with power to increase and reduce the capital of the company and to divide the shares in the capital for the time being into several classes and to attach hereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Company Act, 1965 or provided by the Articles of Association of the Company for the time being."

Dated this 1 day of July, 2002.

  
\_\_\_\_\_  
**JAMIL HAJAR ABDUL MUTTALIB**  
COMPANY SECRETARY  
LICENSE NO: LS000656

Lodged By: AMAL ASSURANCE BHD  
Address : 39/41, Jalan Medan Tuanku  
50300 Kuala Lumpur  
Tel No: 03-2612 3600

FORM 28  
Companies Act, 1965

\* Section 62(4)  
and 335(2)

Company No.: 197499-U

NOTICE OF INCREASE IN SHARE CAPITAL

AMAL ASSURANCE BHD

01 - BORANG BERKANUN  
SYARIKAT TEMPATAN  
W1007200208092 08  
10/07/2002 02:45:23  
197499-U

0093

20,000.00

*J 12/7/02*

To the Registrar of Companies,


1. **AMAL Assurance Bhd.** hereby gives notice that on the 1st day of July 2002 the authorised share capital of the company was increased from Ringgit Malaysia One Hundred Million (RM100,000,000) to Ringgit Malaysia Two Hundred and Fifty Million (RM250,000,000).
2. The additional capital is divided as follows:-

Number of Shares	Class of Shares	Nominal Amount of Each Share
150,000,000	Ordinary Shares	RM1.00 each fully paid

Dated this 1<sup>st</sup> day of July , 2002

Document Lodged By:

AMAL Assurance Bhd.  
Lot 39/41, Jalan Medan Tuanku  
50300, Kuala Lumpur  
Tel: 2612 3600

  
Company Secretary  
**JAMIL HAJAR ABDUL MUTTALIB**  
LICENSE NO: LS 000656

\* Strike out whichever references to sections are inapplicable.

**FORM 11**  
**COMPANIES ACT, 1965**

Company No.197499-U

**NOTICE OF RESOLUTION**

**AMAL ASSURANCE BHD**



To the Registrar of Companies,

At a General Meeting of the Members of AMAL ASSURANCE BHD, duly convened and held at 12<sup>th</sup> Floor, Commerce Square Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur on 29<sup>th</sup> June 2002, the Resolution set out below was duly passed :

**1. SPECIAL RESOLUTION**  
**AMENDMENT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY**

“That the Articles of Association of the Company be and is hereby amended by the insertion and deletion of the following articles mentioned below of the Company’s Articles of Association.

**Insertion**

- |                |   |                                                                                                              |
|----------------|---|--------------------------------------------------------------------------------------------------------------|
| Article 83 (g) | - | if he is absent from more than 50% of the total board of Directors’ meetings held during the financial year. |
| Article 85A    | - | A Managing Director shall always be subject to control of the board of Directors.                            |

**Deletion**

- i) To delete the existing Article 100 in its entirety, and to replace with the following new Article 100:-

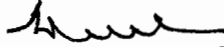
“No person, not being a retiring Director, shall be eligible for election to the office of Director at any general meeting unless some member intending to propose him for election has, at least eleven (11) clear days before the meeting, left at the Office a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office of Director, or the intention of such member to propose him for election, provided that in the case of a person recommended by the Director for election, nine (9) clear days’ notice only shall be necessary, and notice of each and every candidature for election to the board of Directors shall be

served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place.”

- ii) To delete Article 99(ii) in its entirety, and to amend the numbering of Article 99(i) to Article 99

And That such aforesaid shall take effect upon the passing of the Special Resolution above.

Dated this 29 June 2002



**TUNKU DATO' ABDUL MALEK TUNKU KASSIM**  
DIRECTOR

Lodged By: AMAL ASSURANCE BHD

Address : 39/41, Jalan Medan Tuanku

50300 Kuala Lumpur

Tel No: 03-2612 3600

FORM 11

Companies Act, 1965

Company No: 197499-U

TERIMA SEMULA  
DA: - 5 APR 2001

NOTICE OF RESOLUTION

AMAL ASSURANCE BHD

- \*Section 21(2)
- \*Section 26(1),(2)
- \*Section 28(9)
- \*Section 154(1)
- \*Section 254(2)

K:

No Resit

Tarikh - 3 JAN 2001

Dimilik dalam  
Konditer oleh:

Pada: 10/1/01

Pengarah Pendaftar  
Syarikat Malaysia

To the Registrar of Companies

At a general meeting of the members of **AMAL ASSURANCE BHD** (Nama Syarikat) duly convened and held at 4<sup>th</sup> Floor, **AMAL ASSURANCE BHD**, No 39/41 Jalan Medan Tuanku, 50350 Kuala Lumpur on the 11 day of December 2000, the +special/+ ordinary resolution set out + below/+ in the annexure marked with the letter "A" and signed by me for purposes of identification + +/was + duly passed/+ agreed to.

**ORDINARY RESOLUTION**

- Section 132D of the Companies Act, 1965

"THAT pursuant to Section 132D of the Companies Act, 1965, authority be and is hereby given to the Directors of the Company, until the conclusion of the next Annual General Meeting to be held or expiration of the period required within which the next Annual General Meeting is required by the law to be held, whichever is the earlier, to issue and allot shares in the Company at any time to such person(s) and upon such terms and conditions as stipulated in the Company's Articles of Association."

Dated this 15 day of DEC 2000

Document Lodged By:

**AMAL Assurance Bhd**  
 39/41 Jalan Medan Tuanku  
 50350 Kuala Lumpur  
 Tel : 2612 3600  
 Fax : 2698 7035



**JAMIL HAJAR ABDUL MUTTALIB**

Secretary

License No: LS000656



PEJABAT PENDAFTAR SYARIKAT  
(Registry of Companies)  
MALAYSIA

BORANG 13  
AKTA SYARIKAT 1965  
[Seksyen 23 (2)]

No. Syarikat

197499	U
--------	---

**PERAKUAN PEMERBADANAN ATAS  
PERTUKARAN NAMA SYARIKAT**

Adalah diperakui bahawa

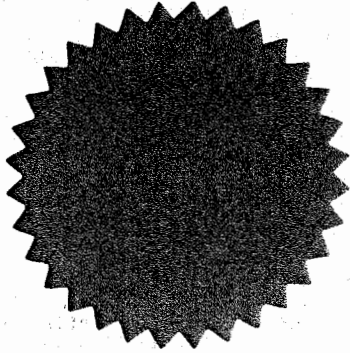
**AMERICAN MALAYSIAN LIFE ASSURANCE BERHAD**

yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
10 haribulan Mei, 1990, sebagai sebuah syarikat  
Awam, pada 28 haribulan April, 1997,  
telah menukar namanya kepada

**AMAL ASSURANCE BHD.**

dan bahawa syarikat ini adalah sebuah syarikat Awam  
dan adalah sebuah syarikat berhad menurut Syer

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 28 haribulan April, 1997.



  
ANUAR BIN SHAMAD  
PENOLONG PENDAFTAR SYARIKAT  
MALAYSIA



PEJABAT PENDAFTAR SYARIKAT  
(Registry of Companies)  
MALAYSIA

BORANG 20  
AKTA SYARIKAT 1965  
[Seksyen 26 (3)]

No. Syarikat

197499	U
--------	---

**PERAKUAN PEMERBADANAN ATAS PERTUKARAN  
MENJADI SYARIKAT AWAM**

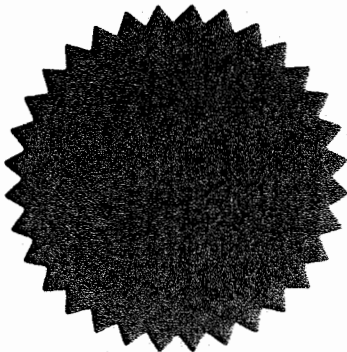
Adalah diperakui bahawa

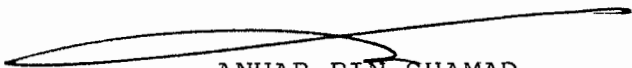
AMERICAN MALAYSIAN LIFE ASSURANCE SDN. BHD.

yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
10 haribulan Mei, 1990, sebagai sebuah  
syarikat berhad menurut syer, telah pada 14 haribulan  
Mac, 1997, bertukar menjadi suatu syarikat awam  
dan bahawa nama syarikat itu sekarang ialah

AMERICAN MALAYSIAN LIFE ASSURANCE BERHAD

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 14 haribulan Mac, 1997.



  
ANUAR BIN SHAMAD  
Penolong Pendaftar Syarikat  
Malaysia

FORM 11

Companies Act, 1965

Company No.: 197499-U

K J  
No. Section 21(2)  
26(1), (2)  
Tarikh 1978(9)  
1997  
Dijesuk dalam  
+54(1)  
25(2)  
Penerima Pendaftaran  
Syarikat Malaysia

NOTICE OF RESOLUTION

AMERICAN MALAYSIAN LIFE ASSURANCE SDN BHD

To the Registrar of Companies,

At a general meeting of the members of AMERICAN MALAYSIAN LIFE ASSURANCE SDN BHD duly convened and held at 5th Floor Board Room (New Building), Balai Berita, 31 Jalan Riong, 59100 Kuala Lumpur on the 31st day of January 1997 the special/ordinary resolution(s) set out below/~~in the annexure marked with the letter "A" and signed by me for purposes of identification~~ was duly passed/agreed to.

1. SPECIAL RESOLUTION -  
CHANGE OF COMPANY'S STATUS

That the name of the Company be changed from the AMERICAN MALAYSIAN LIFE ASSURANCE SDN BHD to AMERICAN MALAYSIAN LIFE ASSURANCE BERHAD and the name American Malaysian Life Assurance Berhad be substituted for American Malaysian Life Assurance Sdn Bhd where the latter names appears in the Company's Memorandum and Articles of Association.

2. SPECIAL RESOLUTION -  
ALTERATION OF ARTICLES OF ASSOCIATION OF THE COMPANY

That the Articles of Association of the Company be and is hereby amended by the deletion of the entire Article 145 as mentioned below of the Company's Articles of Association.

145 - The Company is a Private Company, and accordingly

- a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
- b) the number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member;



Company No.: 225987 - H

- c) the right to transfer the shares of the Company shall be restricted in manner hereinbefore appearing; and
- d) no invitation shall be issued to the public to deposit money with the Company for fixed periods or payable at call whether bearing or not bearing interest.

And That such aforesaid shall take effect upon the passing of the Special Resolution No.1 above.

Dated this 4 day of February, 19 97

Document Lodged By:

**The New Straits Times Press (Malaysia) Berhad**  
**Balai Berita**  
**31 Jalan Riong**  
**59100 KUALA LUMPUR**  
**Tel: 2823131**



---

**KAMARUDIN BIN BABA**  
Secretary  
(MAICSA 0882011)

1  
A  
B  
C  
D  
E  
F  
G  
H  
I  
J  
K  
L  
M  
N  
O  
P  
Q  
R  
S  
T  
U  
V  
W  
X  
Y  
Z

FORM 28  
Companies Act, 1965

076841 ( )  
No. 23  
Date: 23.06.1992  
Section 62 (4) and 335 (2) *AD*  
*12/13/11* ✓

197499-4

**NOTICE OF INCREASE IN SHARE CAPITAL**

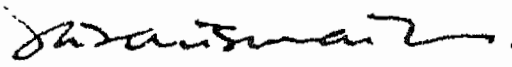
**AMERICAN MALAYSIAN LIFE ASSURANCE SDN BHD**

To the Registrar of Companies,

1. American Malaysian Life Assurance Sdn Bhd hereby gives notice that on the 20 day of June 1992 the authorised share capital of the Company was increased from twenty-five thousand dollars to forty million dollars.
2. The additional capital is divided as follows:-

Number of shares	Class of Shares	Nominal Amount of Each Share
39,975,000	-	\$1.00

Dated this 20 day of June 1992



**ABDUL RAZAK BIN ISMAIL**  
**SECRETARY**



PEJABAT PENDAFTAR SYARIKAT  
(Registry of Companies)  
MALAYSIA

BORANG 13

AKTA SYARIKAT 1965

[Seksyen 23 (2)]

No. Syarikat

197499	U
--------	---

**PERAKUAN PEMERBADANAN ATAS  
PERTUKARAN NAMA SYARIKAT**

Ini adalah untuk memperakui bahawa

QUICK MAKERS SDN. BHD.

yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
10 haribulan Mei, 1990, sebagai sebuah syarikat  
persendirian, pada 16 haribulan April, 1992,  
telah menukar namanya kepada

AMERICAN MALAYSIAN LIFE ASSURANCE SDN. BHD.

dan bahawa syarikat ini adalah sebuah syarikat persendirian,  
dan adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 16 haribulan April, 1992.



  
(ROHANI BTE MAT DIN)  
Penolong Pendaftar Syarikat  
Malaysia



PEJABAT PENDAFTAR SYARIKAT  
MALAYSIA

BORANG 9

AKTA SYARIKAT, 1965

No. Syarikat

Seksyen 16 (4)

197499 U

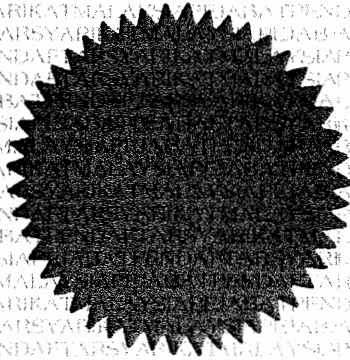
PERAKUAN PEMERBADANAN SYARIKAT SENDIRIAN

Adalah diperakui bahawa

QUICK MAKERS SDN. BHD.

telah diperbadankan di bawah Akta Syarikat, 1965 pada dan mulai  
dari 10 haribulan Mei 19 90, dan bahawa syarikat ini  
adalah sebuah syarikat berhad menurut syer dan bahawa syarikat ini adalah  
sebuah syarikat sendirian.

Dibuat di bawah tandatangan dan meterai saya di Kuala Lumpur.  
pada 10 haribulan Mei 19 90



(RAJA HABIBAH BTE RAJA SAIDIN)  
PENOLONG PENDAFTAR SYARIKAT  
MALAYSIA

THE COMPANIES ACT, 1965  
PRIVATE COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
**AMAL ASSURANCE BERHAD**  
(formerly known as American Malaysian Life Assurance Berhad)

1. The name of the company is AMAL ASSURANCE BERHAD (formerly known as American Malaysian Assurance Berhad)
2. The registered office of the Company will be situated in Malaysia.
3. The objects for which the Company is established are:-
  - 3.1 To purchase or otherwise acquire the whole or any part of the undertaking and business in Malaysia of UNITED ORIENTAL ASSURANCE SDN BHD which is related to the business of life insurance and for that purpose the Directors of the Company are empowered to give effect to and implement the said acquisition with full powers to assent to any conditions, modifications, variations and or amendments as may be required by the relevant regulatory authorities and to do all such acts and things as they may consider necessary or expedient in the best interests of the Company.
  - 3.2 To carry on life insurance business, and all guarantee and indemnity business appertaining therein, and in particular, without limitation or prejudice to the generality of the foregoing words:-
    - 3.2.1 To carry on the business of any other insurance incidental to the life insurance business in all its branches, and in particular to grant or effect assurances of all kinds of payment of money by way of single payment, or by several payments, or by way of immediate or deferred annuities or otherwise, upon the happening of all or any of the following events, namely, the death or disablement by Accidents, Sickness or Hospitalisation or marriage, or birth, or survivorship, or failure of or issue of the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency or event which or might be taken to affect the interest, whether in possession, vested, contingent, expectant, prospective, or otherwise, of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons.
    - 3.2.2 To carry on the business of personal accident insurance in all its branches of all kinds in so far as it can be advantageously combined with the life insurance business or if so incidental to the life insurance business.
    - 3.2.3 To carry on the business of personal accident insurance in all its branches, and to grant insurances against personal injury or damage arising from or directly or indirectly caused by or resulting from fire, storms, lightning, explosions, accident or otherwise.
    - 3.2.4 To establish different classes or clubs of insuring members upon the footing that the members of each class or club shall insure one another on the mutual principle and to manage and regulate such classes or clubs.
    - 3.2.5 To carry on and provide for child welfare and education insurance.

- 3.3 To grant assurances of all kinds for the payment of money by way of a single payment or by several payments, or by way of annuities, or otherwise, upon the happening of personal injuries caused by accident of any description, or upon the happening of sickness or bodily and mental incapacity, and generally to carry on the business of accident insurance in all its branches.
- 3.4 To grant, purchase, or sell endowments and annuities either for lives or for years, or on survivorships, and either immediate deferred, determinable, contingent, or reversionary, and to purchase, invest in, and sell, life, reversionary, and other estates, interests, and securities, whether in real or personal property and generally to undertake and transact all matters and business which may be in any way connected with or depend on contingencies.
- 3.5 To re-insure or counter-insure any of the risks and to undertake all kinds of reinsurance and counter-assurance connected with any of the business undertaken by the Company.
- 3.6 To effect as agents for other assurances of every kind and against every and any contingency.
- 3.7 To give to any class or section of those who assure or have other dealings with the Company any rights over or in relation to any fund or funds, or a right to participate in the profits of the company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits.
- 3.8 To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either additionally or unconditionally and for such or any other purposes of the Company to place any portion of the Company's property in the names or under the control of trustees, and to admit any class or section of those who insure or have any dealings with the Company to any share in the profits of the Company or in the profits of any particular branch of the Company's business or to any other special rights, privileges, advantages or benefits.
- 3.9 To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds, and any other special funds and that either in consideration of a lump sum, or of an annual premium or otherwise, and generally on such terms and conditions as may be arranged.
- 3.10 To purchase and deal in and lend on life, reversionary, and other interests in property of all kinds, whether absolute or contingent, or expectant, and whether determinable or not, and to acquire, lend money on, redeem, cancel, or extinguish by purchase, surrender or otherwise, any policy, security, grant or contract issued, made, or taken over or entered into by the Company.
- 3.11 To carry on the business of a loan company in all its branches.
- 3.12 To act as agents for the issue of any bills, bonds, debenture stock, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor, or administrator with or without remuneration, and to undertake trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody.
- 3.13 To pay, satisfy or compromise any claims, made against the Company which it may seem expedient to pay, satisfy or compromise, notwithstanding that the same may not be valid in law.
- 3.14 To carry on and transact every kind of guarantee business and every kind of indemnity business and every kind of counter-guarantee and counter-indemnity business.

- 3.15 To encourage the discovery of, and investigate and make known the nature and merits of inventions, expedients and appliances which may seem capable of being used for reducing or minimising all or any of the risks against which the Company is hereby authorised to insure.
- 3.16 To carry on business as capitalists, financiers, concessionaries and merchants and to undertake and carry on and execute all kinds of financial, commercial, trading and other operations.
- 3.17 To carry on all kinds of promotion business and in particular to form, constitute, float, lend money to assist and control any companies, associations or undertakings whatsoever.
- 3.18 To purchase or otherwise acquire, sell, dispose of, and deal in real and personal property of all kinds, and in particular lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licences, shares, stocks, debentures, debenture stock securities, concessions, options, produce, policies, book debts, and claims and any interest in real or personal property and any claims against such property or against any persons or company and to carry on any business concern or undertaking so acquired.
- 3.19 To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- 3.20 To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- 3.21 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of or otherwise assist, any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell hold, re-issue, with or without guarantee, or otherwise deal with the same.
- 3.22 To take, or otherwise acquire, and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- 3.23 To enter into any arrangement with any governments or authorities supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions, which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
- 3.24 To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances, make payments towards insurance, and to make donations to such persons and in such cases as may seem expedient and to subscribe for any purposes whether charitable or benevolent or for any public, general or useful object.
- 3.25 To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- 3.26 Generally to purchase, take on lease or in exchange hire, or otherwise acquire, any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.
- 3.27 To construct, maintain, and alter any buildings, or works, necessary or convenient for the purposes of the Company.
- 3.28 To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company incorporated constituted or carrying on business in Malaysia or elsewhere and debentures, debenture stocks bonds, obligations and securities issued or guaranteed by any government, foreign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, in any part of the world, but so that no investment involving unlimited liability shall be deemed to be hereby authorised.
- 3.29 To invest and deal with the moneys of the Company not immediately required upon such securities (other than in the shares of the Company) and in such manner as may from time to time be determined.
- 3.30 To lend and advance money, including the lending of money upon policies issued by the company or in respect of which it is liable, and to apply any of the funds of the company in buying up, cancelling, extinguishing, or obtaining a release from any policy, contract or liability and to lend money with or without security and generally to such persons, firms or corporations and upon such terms and conditions as the company may think fit.
- 3.31 To receive monies with or without allowance of interest thereon and to receive on deposit title deeds and other securities.
- 3.32 To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.
- 3.33 To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- 3.34 To draw, meet, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
- 3.35 To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects together or in part similar to those of this Company.
- 3.36 To procure the Company to be registered or recognised in any foreign country or place.
- 3.37 From time to time to subscribe or contribute or give prizes or awards to any charitable benevolent or useful object of a public character, the support of which will in the opinion of the Company, tend to increase its repute or popularity among the employee, its customers or the public.
- 3.38 To make such deposits with any Government or State or public body as laws or regulations of any such government or state or public body may require.
- 3.39 To sell, improve manage, develop, exchange, lease, mortgage, enfranchise, dispose of or turn to account, or otherwise deal with, all or any part of the property and rights of the Company.



- 3.40 To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving buildings, and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 3.41 To amalgamate with any other company having object altogether or in part similar to those of this Company.
- 3.42 To distribute any of the property of the Company in specie among the members.
- 3.43 To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 3.44 To pay out of the funds of the company all, or any part of the expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company or of any other company promoted, formed established or registered by or on behalf of the Company, and all commission, brokerage, discount underwriting and other expenses lawfully payable which may be deemed expedient for taking, placing or underwriting all or any of the share, or debentures or other obligations of the Company, or of any company so promoted formed, established or registered by the Company.
- 3.45 To do all such other things as are incidental or conducive to the attainment of the above objects.

And it is hereby declared that the objects specified in each of the paragraphs of this Clause shall be regarded as independent objects and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or reference from the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The share capital of the Company shall be Ringgit Malaysia 40,000,000 (note 1) divided into 40,000,000 shares of Ringgit Malaysia One (RM1.00) each with the rights, privileges and conditions attaching thereto as are provided by the Articles of Association of the Company for the time being and with power to increase and reduce the capital of the company and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the Articles of Association of the Company for the time being and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Companies Act, 1965 or provided by the Articles of Association of the Company for the time being.

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

*Note 1*

At an Extraordinary General Meeting of the Company held on 20 June 1992 an ordinary resolution was passed to increase the authorised capital of the Company from RM25,000 divided into 25,000 ordinary shares of RM1.00 each to RM40,000,000 divided into 40,000,000 ordinary shares of RM1.00 each.

( 6 )

---

Name, Addresses and Description  
of Subscribers

Number of Shares taken  
by each Subscriber.

---

MOHD ZAID BIN IBRAHIM  
No. 3, Jalan 14/54  
46100 Petaling Jaya  
Selangor  
NRIC No: 4158114 9 (B)

DIRECTOR

ONE (1)

ZAHARI BIN AB. WAHAB  
No. 6, Jalan 4  
Taman Sri Ukay  
Ampang, Ulu Kelang  
68000 Kuala Lumpur  
NRIC No: 4931222 (B)

DIRECTOR

ONE (1)

---

Total No. of Shares

TWO (2)

---

Dated this 20th day of April, 1990.

Witness to the above signatures:-

ABU TALIB ABDUL RAHMAN  
[NRIC No: 5783398 (B)]  
Advocate & Solicitor  
Tingkat 12, Menara Bank  
Pembangunan, Jln. Sultan Ismail  
50250 Kuala Lumpur

THE COMPANIES ACT, 1965  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
**AMAL ASSURANCE BERHAD**  
(formerly known as American Malaysian Life Assurance Berhad)

**PRELIMINARY**

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

**INTERPRETATION**

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

The Act	The Companies Act, 1965 and every other Act for the time being in force concerning companies and affecting the Company.
These Articles	These Articles of Association as originally framed or as altered from time to time by Special Resolution.
The Office	The Registered Office for the time being of the Company.
The Seal	The Common Seal of the Company.
The Directors	The Directors for the time being of the Company but not any alternate or substitute Director.
The Secretary	Any person appointed to perform the duties of the Secretary of the Company including any person appointed temporarily.

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

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

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

Subject as aforesaid words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation and General Clauses Ordinance, 1948 and of the Act as in force at the date at which these Articles become binding on the Company.

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

3. The Authorised Share Capital of the Company is RM40,000,000 divided into 40,000,000 shares of Ringgit One (RM1) each with power for the Company to increase, sub-divide, consolidate or reduce such capital or to divide the shares forming the capital "Original, Increased or Reduced" into several classes.
4. (1) The Shares shall be under the control of the Directors who may allot and issue the same to such persons and on such terms and conditions with such preferred deferred or other special rights or such restrictions whether in regard to dividend

voting, or return of share capital and either at a premium or otherwise and at such time or times as the Directors may think fit, PROVIDED HOWEVER that shares shall not be issued to transfer a controlling interest in the Company without the prior approval of shareholders in general meeting.

(2) Paragraph 1 of this Article shall be subject to the following restrictions, that is to say:-

(a) No director shall participate in an issue of shares to employees of the Company unless the shareholders in general meeting have approved of the specific allotment to be made to such Director and unless he holds office in the Company in an executive capacity.

(b) No issue of preferred shares shall be made which would result in the total nominal value of issued preferred shares exceeding the total nominal value of the issued ordinary shares at the time of such issue.

5. When two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the provisions following:-

(a) The Company shall not be bound to register more than three persons as the holders of any share but this provision shall not apply in the case of executors or trustees of a deceased shareholder.

(b) For the purposes of quorum joint holders of any share shall be treated as one Member.

(c) Only the person whose name stands first in the Register as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company.

(d) The joint holders of any share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share.

(e) Any one of the joint holders of any share may give effectual receipts for any dividend, bonus or other sum of money payable to such joint holders in respect of such share.

(f) On the death of any one of the joint holders of any share the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share but the Directors may require such evidence of death as they think necessary to call for.

6. None of the funds of the Company shall be employed in the purchase of or lent on shares of the Company.

7. If at any time the share capital of the Company by reason of the issue of preference shares or otherwise is divided into different classes of shares, the repayment of such preference capital or all or any of the rights and privileges attached to each class may subject to the provisions of the Act be varied modified commuted dealt with affected or abrogated with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of that class but not otherwise. To every such separate General Meeting the provisions of these Articles relating to General Meetings of the Company and to proceedings thereat shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any two holders of shares of the class present in person or by proxy shall be a quorum). Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid consent in writing may be secured from members holding at least three-fourths of the issued shares of the class and such consent if obtained within two months from the date of the separate General Meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy.

8. The rights conferred upon the holders of the shares of any class 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 participation in the profits or assets of the Company in some or in all respects pari passu therewith but in no respect in priority thereto.

9. The Company may exercise the powers of paying commissions conferred by Section 58 of the Act provided that the rate per cent, or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section, and the rate of the commission shall not exceed the rate of ten (10) per cent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten (10) per cent of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
10. Where any shares are issued for the purpose of raising money to defray the expense of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 69 of the Act and may charge the same to capital as part of the cost of the construction of the works buildings or plants.
11. Except as required by law no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these Articles or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.
12. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive not later than one month after allotment or of lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate in respect of each class of shares held by him for all his shares in that class or several certificates each for one or more of his shares in any one class upon payment of Ringgit Malaysia One (RM1.00) (or such lesser sum as the Directors shall from time to time determine) for every certificate after the first plus any stamp duty levied by the Government concerned from time to time. The Certificate of title to shares shall be issued under the seal of the Company and signed by at least one Director and countersigned by the Secretary or some other person appointed by the Directors; provided that the signature of the Director, Secretary or other appointed person may be reproduced by some mechanical means. Also provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery or all such holders.
13. Subject to the provisions of the Act, if any share certificate shall be defaced worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, Member-Firm or Member-Company of The Kuala Lumpur Stock Exchange Berhad (if and where applicable) or on behalf of its/their client/s as the Directors of the Company shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding Ringgit Malaysia One (RM1.00) per certificate plus any stamp duties levied by the Government concerned as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

#### LIEN ON SHARES

14. The Company shall have a first and paramount lien on every share (not being a fully paid up share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share such lien extending only to the specific shares on which such calls or instalments are for the time being unpaid and to all dividends from time to time declared in respect of such shares. The Company shall also have a first and paramount lien on all shares (whether fully paid or not) for all moneys which the Company may be called

upon by law to pay in respect of the shares of any member or deceased member whether such shares shall be held solely or jointly. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

15. The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien, but no sales shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.
16. To give effect to any such sale the Directors may authorise some person or transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale and the remedy of the former holder of such shares or of any person claiming under or through him in respect of any alleged irregularity or invalidity shall be against the Company in damages only.
17. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue (if any), shall be paid to the member whose shares have been sold or his executors, administrators, or assigns or as he directs.

#### CALLS ON SHARES

18. (a) The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call, and each member shall be liable to pay the amount of every call so made upon him to the persons by the instalments (if any) and at the times and places appointed by the Directors. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
  - (b) If by the terms of the issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given; and all provisions hereof with respect to the payment of calls and interests thereon or to the forfeiture of shares for non-payment of calls shall apply to such amount or instalments and the shares in respect of which they are payable.
  - (c) At the trial or hearing of any action or other proceeding for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such call was made, that the resolution making such call is duly recorded in the minute book of the Directors and that notice of such call was duly given to the member sued according to the provisions of these presents and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of a debt due from the members sued to the Company.
19. The joint holders of a share shall be jointly and severally liable to the payment of all calls and instalments in respect thereof.
  20. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call at such rate not exceeding ten (10) per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium, shall, for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.
22. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.
23. The Directors may if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon and upon the moneys so paid in advance or so much thereof as exceeds the amount for the time being called upon the shares in respect of which such advance has been made the Directors may pay or allow such interest as may be agreed between them and such member in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. Capital paid up in advance of calls shall not whilst carrying interest confer a right to participate in profits.
24. Subject to the restrictions of these Articles any member may transfer all or any of his shares by instrument in writing in any usual or common form or in any other form which the directors may approve. The instrument shall be executed by or on behalf of the transferor and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof.
25. (a) The Directors may decline to register the transfer of a share to a person of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien or any transfer of shares, whether fully paid-up or not, made to a bankrupt infant or person of unsound mind.  
(b) The Directors may also decline to register any instrument of transfer unless:-
  - (i) a fee of Ringgit Malaysia One (RM1.00) or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof plus the relevant amount of proper duty with which each certificate to be issued in consequence of the registration of such transfer is chargeable under the law for the time being in force relating to stamps;
  - (ii) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and
  - (iii) the instrument of transfer is in respect of only one class of share.(c) If the Directors refuse to register a transfer they shall within one month after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
26. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.
27. The Company shall be entitled to charge a fee not exceeding Ringgit Malaysia One (RM1.00) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas or other instrument.

#### TRANSMISSION OF SHARES

28. In the case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representative of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons

29. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member, may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy as the case may be.
30. If any person so becoming entitled shall elect to be registered himself he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that other person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.
31. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

#### FORFEITURE OF SHARES

32. If any member falls to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as shall then be unpaid together with interest thereon not exceeding ten (10) per cent. per annum as the Directors shall determine and any expenses that may have accrued by reason of such non-payment.
33. The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made and shall state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which such call was made will be liable to be forfeited.
34. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.
35. When any share has been forfeited in accordance with these Articles notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the register of members opposite to the share.
36. Notwithstanding any such forfeiture as aforesaid the Directors may at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon the terms of payment of all calls and interest due upon the expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.



37. Every share which shall be forfeited shall thereupon become the property of the Company and may be either cancelled or sold or re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto or to any other person, upon such terms and in such manner as the Directors shall think fit.
38. A Shareholder whose shares have been forfeited shall, notwithstanding be liable to pay the Company all calls made and paid on such shares at the time of forfeiture and interest thereon to the date of payment in the same manner in all respects as if the shares had not been forfeited and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.
39. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company except only such of those rights and liabilities as are by these Articles expressly saved or as are by the Statutes given or imposed in the case of past members.
40. A Statutory declaration in writing that the declarant is a Director of a Company and that a share has been duly forfeited in pursuance of these Articles and stating the date upon which it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof be conclusive evidence of the facts therein stated and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

#### CONVERSION OF SHARES INTO STOCK

41. The Directors may with the sanction of the Company previously given in General Meeting, convert any paid-up shares into stock, and may with the like sanction re-convert any stock into paid-up shares of any denomination.
42. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as, and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; 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, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
43. The holders of stock shall according to the amount of the stock held by them have the same rights, privileges, and advantages as regards dividends, voting at meetings of the Company, and other matters as if they held the shares, from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by and such aliquot part of stock as would not, if existing in shares, have conferred that privilege or advantage.

#### INCREASE OF CAPITAL

44. The Company in General Meeting may from time to time whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase directs

45. Subject to any direction to the contrary that may be given by the Company in General Meeting any original shares for the time being unissued and any new shares from time to time to be created, shall before they are issued, be offered to the members in proportion as nearly as may be to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Directors may subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner herein before provided.
46. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original ordinary 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.
47. The Company may by Ordinary Resolution:-
- (a) consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares.
  - (b) Cancel any shares which at the date of the passing of the resolution have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of shares so cancelled.
  - (c) Sub-divide shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.
48. The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required by law.

#### BORROWING POWERS

49. The Directors may from time to time at their discretion raise or borrow for the purposes of the Company such sums of money as they think proper.
50. The Directors may raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of Debentures or Debenture Stock of the Company, charged upon all or any part of the property of the Company (both present and future), including uncalled Capital, or by means of Mortgages, Bonds and Dispositions in Security or Bonds of Cash-Credit, with or without power of sale, as the Directors shall think fit.
51. Debentures, Debenture Stock or other Securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
52. Any Debentures, Debenture Stock, Bonds or other Securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of Shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.
53. The Directors shall cause a property Register to be kept, in accordance with the provisions of the Act, of all mortgages and charges especially affecting the property of the Company.

54. The sum of Ringgit Malaysia One (RM1.00) shall be the sum payable for each inspection of the Register of Charges.

#### GENERAL MEETINGS

55. An Annual General Meeting of the Company shall be held in accordance with the Act.
56. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
57. Any Director may whenever he thinks fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.

#### NOTICE OF GENERAL MEETINGS

58. An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution, shall be called by twenty-one days' notice in writing at the least and other Extraordinary General Meeting by fourteen days' notice in writing at the least (exclusive in either case of the day on which it is served or deemed to be served and of the day for which it is given) given in manner hereinafter mentioned to the Auditors and to all members other than such as are not under the provisions of these Articles entitled to receive such notices from the Company. Provided that the accidental omission to give notice to or the non-receipt of a notice by, any person entitled thereto shall not invalidate the proceedings at any General Meeting.
59. (a) Every notice calling a General Meeting and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a member of the Company.
- (b) In the case of an Annual General Meeting the notice shall also specify the meeting as such.
- (c) In the case of any General Meeting at which business other than ordinary business is to be transacted the notice shall specify the general nature of such business and shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business; and if any resolution is to be proposed as a Special Resolution the notice shall contain a statement to that effect.
60. Ordinary business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-
- (i) Declaring dividends,
- (ii) Reading, considering and adopting the balance sheet, the reports of the Directors and Auditors and other accounts and documents required to be annexed to the balance sheet.
- (iii) Fixing the remuneration of the Directors.
- (iv) Electing Directors in the place of those retiring.
- (v) Appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.
61. Any member entitled to be present and vote at a meeting may submit any resolution to any General Meeting provided that at least the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same. The prescribed time abovementioned shall be such that between the date on which the notice is served or deemed to be served and the day appointed for the meeting there shall be not less than seven intervening days.

62. Upon receipt of any such notice as in the last preceding Article mentioned the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting and shall in any other case issue as quickly as possible to the members, entitled to notice of the meeting notice that such resolution will be proposed.
63. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be two members personally present.
64. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present the meeting if convened on the requisition of members shall be dissolved. In any of the case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting it shall be dissolved.
65. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to act as Chairman the members present shall choose some director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.
66. The Chairman may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn any meeting from time to time and from place to place as the meeting shall determined. Whenever a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given in the manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. Except as provided by the Act in the case of the Statutory Meeting, no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
67. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll be demanded in writing by the Chairman or by at least two members, or by the holder or holders in person or by proxy of at least one-tenth part of the issued share capital of the Company, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.
68. If a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
69. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
70. In the case of an equality of votes either on a show of hands or at a poll, the Chairman of any meeting shall be entitled to a further or casting vote.
71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS

72. On a show of hands every member who is present in person or by proxy shall have one vote. In case of a poll every member holding ordinary shares who is present in person or by proxy shall have one vote for every ordinary share held by him.

- 73. If any member becomes lunatic or be found to be of unsound mind, he may vote by his committee or other legal curator, and such committee or other legal curator may give his or their votes either personally or by proxy.
- 74. If two or more persons are jointly entitled to a share, then in voting upon any question the vote of the senior who tenders a vote, whether in person or by proxy shall be accepted to the exclusion of the votes of the other registered holders of the share and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
- 75. A Member shall be entitled to be present and to vote on any question either personally or by proxy, or as proxy for another Member at any General Meeting, or upon a poll and to be reckoned in a quorum in respect of any fully paid-up shares and of any shares upon which calls due and payable to the Company shall have been paid. The proxy need not be a member of the Company and if not a member need not be a qualified legal practitioner, an approved Company Auditor or a person approved by the Registrar. No shareholder shall be entitled so to vote or be recognised in a quorum in respect of any shares upon which any call or other sum so due and payable shall be unpaid.
- 76. The instrument appointing a proxy shall be in writing under the hands of the appointer or of his attorney duly authorised in writing or if such appointer is a corporation under its common seal, or the hand of its attorney. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointer.
- 77. The instrument appointing a proxy shall be left at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof.
- 78. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

**AMAL ASSURANCE BERHAD**

(formerly known as American Malaysian Life Assurance Berhad)

I/We, .....(or attorney of.....  
of ..... ) being a member/members of [ ..... ]  
hereby appoint ..... of.....  
or failing him ..... of.....  
as my/our proxy to vote for me/us and on my/our behalf at the (Annual or Extra-ordinary, as the case may be) General Meeting of the Company, to be held on the ..... day of ..... 19 ..... and at any adjournment thereof.  
Signed this ..... day of ..... 19 .....

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

- 79. Every power, right privilege herein given in Articles 57 to 78 hereof both numbers inclusive, to any member of the Company to convene, attend, vote at and in way take part in any meeting of the Company, may be exercised in the event of such member being abroad by any attorney or attorneys duly appointed by such member provided that the Power of Attorney is produced the registered office of the Company during business hours at least forty-eight hours before the same is acted on. And any vote given or things done by such attorney or attorneys shall be valid notwithstanding the previous death of the member giving such Power of Attorney or the revocation of such Power of Attorney provided no intimation in writing of the death or revocation shall have been received at the registered office of the Company and before such vote is given or thing done.

### DIRECTORS

80. (i) Unless and until otherwise determined by a General Meeting the Board of Directors shall consist of not less than 2 directors all of whom shall be natural persons and there shall be no maximum number.
- (ii) The First Directors shall be MOHD ZAID IBRAHIM and ZAHARI AB. WAHAB.
81. The Directors shall have power from time to time and at any time to appoint additional Directors, provided that the total number of Directors shall not exceed the prescribed maximum. Any Directors so appointed shall retire from office at the next Annual General Meeting, but shall be eligible for re-election.
82. It shall not be necessary for any Director to hold any shares in the capital of the Company in order to qualify to be a Director.
83. Subject as herein otherwise provided and to the terms of any subsisting agreement the office of a Director shall be vacated:-
- (a) If he becomes bankrupt or suspends payment or compounds with his creditors;
  - (b) If he be found lunatic or become of unsound mind;
  - (c) If he ceases to be a Director under the provisions of the Act;
  - (d) If he be convicted of any seizable offence;
  - (e) If by notice in writing given to the Company he resigns his office;
  - (f) If he is removed by ordinary resolution of the Company subject to the Provisions of Article 100.

### EXECUTIVE DIRECTORS

84. The Directors may from time to time appoint any one or more of their body to be Executive Director or Executive Directors for such period not exceeding a fixed term of five years and upon such terms as they think fit, and may vest in such Executive Director or Executive Directors such of the powers hereby vested in the Directors generally as they may think fit and such powers may be made exercisable for such period or periods, and upon such conditions, and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine; and may from time to time revoke, withdraw, alter, or vary all or any of such powers and subject thereto, shall always be under the control of the Board of Directors. The remuneration of an Executive Director shall from time to time be decided by the Directors but under no circumstance shall the remuneration include a commission on or percentage of turnover. Provided always if the Company on the authority of the Board enters or has entered into any agreement for an appointment of a Chief Executive for the Company and for any of the matters connected therewith or incidental thereto such Chief Executive shall be the Executive Director (or the Chief Executive Director if there be more than 1 Executive Director) of the Company and shall have the general control of the business of the Company during the validity of such agreement and in accordance with the provisions contained in such agreement subject to the supervision control and direction of the Board.
85. An Executive Director shall subject to the provisions 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 he shall ipso facto and immediately cease to be an Executive Director, save so far as otherwise expressly provided by the agreement (if any) under which he holds that office.
86. The ordinary remuneration of the Directors shall be such fixed sum (not being a commission on or percentage of profits or of turnover) as shall from time to time be determined by an Ordinary Resolution of the Company and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in

such division for a proportion of remuneration related to the period during which he has held office. The remuneration of the Directors shall not be increased except at a General Meeting convened by a notice specifying the intention to propose such increase.

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

#### ALTERNATE DIRECTORS

88. (a) Any Directors may at any time by writing under his hand and deposited at the office appoint any person, first approved by the Directors, to be his alternate Director and may in like manner at any time terminate such appointment.
- (b) The appointment of an alternate Director shall ipso facto determine:—
- (i) on the happening of any event which if he was a Director would render him legally disqualified from acting as a Director; or
  - (ii) if he has a receiving order made against him or compounds with his creditors generally; or
  - (iii) if he becomes of unsound mind.

His appointment shall also determine ipso facto if his appointer ceases for any reason to be a Director.

- (c) An alternate Director shall (subject to his giving the Company an address within Malaysia at which notices may be served upon him) be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally in the absence of his appointer from Malaysia to perform all the functions of his appointer as a Director.
- (d) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he was a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company.

#### POWERS AND DUTIES OF DIRECTORS

89. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act, and to such regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by Special Resolution of the Company, but no regulations so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. Provided that any sale or disposal by the Directors of the Company's main undertaking shall be subject to ratification by the members in General Meeting.
90. The Directors may establish any Local Boards or Agencies for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may appoint any persons to be members of such Local Boards, or any Managers or Agents, and may fix their remuneration and may delegate to any Local Board, Manager or Agent any of the powers, authorities and discretions vested in the Directors with power to sub-delegate and may authorise the members of any Local Boards or any of them to fill any vacancy therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed and may annul or vary any such delegation.

but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

91. The Directors may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the Attorneys or Attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercise by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such Attorney as the Directors may think fit, and may also authorise any such Attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
92. The Company may exercise the power conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.
93. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
94. The continuing Directors may act at any time notwithstanding any vacancy in their body: provided always that in case the Directors shall at any time be reduced in number to less than two it shall be lawful for them to act as Directors for the purposes of filling up vacancies in their body, or of summoning a General Meeting of the Company, but not for any other purpose.

#### APPOINTMENT OF DIRECTORS

95. The Company may from time to time in General Meeting increase or reduce the number of Directors and may appoint new directors whether as additional directions or in substitution of any director.
96. Subject to the provisions of Article 84 hereof, at the Annual General Meeting which is first held after the General Meeting at which the Directors are elected for the first time and after the expiry of every year thereafter one-third of the Directors for the time being or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office.
97. The Directors to retire in every subsequent year shall be those who have been longest in office since their appointment or last election but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
98. The Company at the Meeting at which a Director retires as aforesaid may fill the vacated office by appointing a person thereto, and in default the retiring Director shall be deemed to have been reappointed, unless at such meeting it is expressly resolved not to fill any such vacated office or unless a resolution for the re-appointment of any such Director shall have been put to the Meeting and lost.
99. (i) A retiring Director shall be eligible for reappointment.  
(ii) No person not being a retiring Director shall be eligible for election to the Office of Director at any general meeting unless some member intending to propose him has, at least eleven clear days before the meeting, left at the Office a notice in writing duly signed by the Nominee giving his consent to the nomination and signifying his candidature for the office, or the intention of such member to propose him, provided that in the case of a person recommended by the Director for election, nine clear days notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven days prior to the meeting at which the election is to take place.



100. No person other than a retiring Director shall unless recommended by the Directors for election be eligible for election to office of Director at any annual general meeting unless some member intending to propose him has at least eleven clear days before the meeting left at the office a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such member to propose him. PROVIDED THAT in the case of a person recommended by the Directors for election nine clear days' notice only shall be necessary. Notice of each and every candidature shall at least seven days previously to the meeting at which the election is to take place be served on the members.
101. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but any person so chosen shall retire from office at the next Annual General Meeting of the Company, and shall then be eligible for re-election.
102. Subject to the provisions of the Act of the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may, if thought fit, by Ordinary Resolution appoint another Director in his stead.

#### PROCEEDINGS OF DIRECTORS

103. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes provided more than two Directors present in person are competent to vote on the question at issue but not otherwise the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors. It shall not be necessary to give notice of a meeting of Directors to any Director or alternate Director for the time being absent from Malaysia.
104. The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and unless so fixed shall be two Directors.
105. The Directors may from time to time elect a Chairman who shall preside at Meetings of Directors and determine the period for which he is to hold office, but if no such Chairman be elected or if at any Meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.
106. The Directors may delegate any of their powers to a Committee consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it by the Directors.
107. A Committee may elect a Chairman of its meetings. If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the members present may choose one of their number to be Chairman of the meetings.
108. A Committee may meet and adjourn its meetings as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes provided more than two members present in person are competent to vote on the question at issue but not otherwise, the Chairman shall have a second or casting vote.
109. All acts bona fide done by any meeting of Directors or of a committee of Directors or by any person acting as a Director 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 by as valid as if every such person had been duly appointed and was qualified to be a Director.

110. The Directors shall cause proper minutes to be made of all General Meetings of the Company, and also of all appointments of officers and of the proceedings of all meetings of Directors and committees, and of the attendances thereat, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be conclusive evidence, without any further proof, of the facts therein stated.
111. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened held and constituted. In case any Director is absent from Malaysia a resolution signed by all the other Directors. (not being less than two), shall be valid and effectual.
112. Any Director who is appointed to any executive office including the office of Chairman or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine but not a commission on or percentage of turnover.
113. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to or to any person in respect of any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any subsidiary company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.
114. A Director who is in any way, whether directly or indirectly interested in a contract or propose contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act.
115. (a) (1) a Director shall not vote in respect of any contract or arrangement in which he is interested whether directly or indirectly and if he should do so his vote should not be counted, nor shall be counted, in the quorum present at the meeting but neither of these prohibitions shall apply to:-
- (i) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
  - (ii) to any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
  - (iii) any contract by a Director to subscribe for or underwrite shares or debentures of the Company in the event of a public issue or offer for sale of the Company's shares or debentures; or
  - (iv) any contract or arrangement with any corporation in which he is interested only as an officer of the corporation or as the holder of shares or other securities;
- and these prohibitions may at any time be suspended or released to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.
- (2) A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or so vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the

Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

- (3) A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company. (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the Directors resolve to enter into or make any arrangements with him or on his behalf pursuant to Article 109 of these articles, or whereat the terms of any such appointment or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms hereof.
  - (4) 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, providing that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company.
  - (5) A general notice that a Director, alternate Director or Managing Director is a member of or interested in any specified firm or corporation with whom any contract is proposed to be entered into in relation to the affairs of the Company and is to be regarded as interested in all transactions with such firm or corporation shall be a sufficient disclosure under this clause as regards such Director and the said transaction and after such general notice it shall not be necessary for such Director to give any special notice relating to any particular transaction with such firm or corporation.
- (b) A Director of the Company may be or become a Director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of or from his 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 respects 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.

#### SECRETARY

116. The Secretary or Secretaries of the Company shall be appointed by the Directors for such terms or terms at such remuneration and upon such conditions as they may think fit, and any Secretary or Secretaries so appointed may be removed by them, but without prejudice to any claim he or they may have for damages for any breach of contract of service against the Company.
117. The Directors may from time to time by resolution appoint a temporary substitute for the Secretary, who shall be deemed to be the Secretary during the term of his appointment.
118. (a) Except provided in Article 12 with respect to certificates "the seal shall not be affixed to any instrument except by authority of a resolution of the Board of Directors and in the presence of at least one Director and the Secretary or such other person as the Director may appoint for the purpose and such Director and the Secretary or other person as aforesaid shall sign every instrument to which the seal

shall be affixed in their presence," and in favour of any person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

- (b) The Company may exercise the powers conferred by the Act with regard to have an official seal for use abroad and such powers shall be vested in the Directors. The Company may also have a "Share Seal" pursuant to the Act.

#### AUTHENTICATION OF DOCUMENTS

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

#### DIVIDENDS AND RESERVE FUND

121. Subject to the provisions hereinafter contained and to the preferential or other special rights as to dividend for the time being attached to any preference shares or any other special class of shares in the capital of the Company, the profits of the Company, available for dividend shall be applied in payment of dividends on the ordinary shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively; provided that where capital is paid up on any shares in advance of calls such capital shall not whilst carrying interest confer a right to participate in profits unless the Directors shall have expressly agreed in writing that such capital shall participate in profits.
122. (a) The Directors may with the sanction of a General Meeting from time to time declare dividends, but no such dividend shall be payable except out of profits of the Company provided that the Directors may, if they think fit from time to time pay to the members such interim Dividends as appear to them to be justified by the profits of the Company. No higher dividend shall be paid than is recommended by the Directors and the declaration of the Directors as to the amount of the net profits shall be conclusive.
- (b) The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve fund which shall at the discretion of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or for repairing or maintaining any works connected with the business of the Company or shall with the sanction of the Company in General Meeting be, as to the whole or in part, applicable for equalising dividends or for distribution by way of bonus among the members of the Company for the time being on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such application the Directors may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities (other than the share of the Company) as they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interest of the Company.

123. The Company may, upon the recommendation of the Directors, by Special Resolution direct payment of a dividend either in whole or in part 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 way; and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.
124. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, or, if two or more persons are registered as joint holders of the shares or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person and such address as such person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
125. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or in respect of the share.
126. Every dividend warrant may be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the register of the members as the owner of any share, or in the case of joint holders, of any one of such joint holders shall be a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company. The Directors may retain any dividend payable to a member or any part thereof and set the same off against the amount of any call made in respect of such members' shares and unpaid and whether such call shall have been made before or after the declaration of the dividend in question.

#### CAPITALISATION OF PROFITS AND RESERVES

127. The Company may, upon the recommendation of the Directors, by Ordinary Resolution resolve that it is desirable to capitalise the whole or any part of the sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution amongst the members, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised to the members in the proportion in which such sum would have been divisible amongst them had the same been applied or been applicable in paying dividends, and to apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares or debentures to be allotted, and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in one way and partly in the other; Provided that a share premium account and capital redemption reserve fund may only be applied hereunder in the paying up of unissued shares to be issued to members as fully paid bonus shares.
128. Whenever such a resolution as aforesaid is 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 shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members entitled

thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares or debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

### MINUTES AND BOOKS

129. The Directors shall cause minutes to be made in books to be provided for the purpose
- (a) Of all appointments of officers made by the Directors.
  - (b) Of the names of the Directors present at each meeting of Directors and of any committee of Directors.
  - (c) Of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of the committee of Directors.
130. The Directors shall duly comply with the provisions of the Act and in particular the provisions in regard to registration of charges created by or affecting property of the Company, in regard to keeping a register of Directors and Secretaries, a register of members, a register of mortgages and charges, a register of Directors' share and debenture holdings and in regard to the production and furnishing of copies of such registers and of any register of holders of debentures of the Company.
131. Any register, index, minute book, book of account or other book required by these Articles 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.

### ACCOUNTS

132. The Directors shall cause true accounts to be kept:-
- (a) Of the assets and liabilities of the Company; and
  - (b) Of all sums of money received and expended by the Company the matters in respect of which such receipts and expenditure take place.
- The books of account shall be kept at the office, or at such other place within Malaysia as the Directors shall think fit, and shall always be open to the inspection of the Directors.
133. No member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors.
134. The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary.
135. A copy of every balance sheet and profit and loss account which is to be laid before the Company in General Meeting (including every document required by law to be annexed thereto) together with a copy of the Auditors' report relating thereto and of the Directors' report shall not more than six months after the close of the financial year and not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of these Articles. Provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of joint holders of any shares or debentures, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application to the Office.

136. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.
137. Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.
138. The Auditor or Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

#### NOTICES

139. Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, or (if he has no registered address within Malaysia) to the address, if any, within Malaysia supplied by him to the Company as his address for the service of notices. Where a notice or other document is served by post, service shall be deemed to be effected at the time when the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted.
140. In respect of joint holdings all notice shall be given to that one of the joint holders whose name stands first in the register of members, and notice so given shall be sufficient notice to all the joint holders.
141. A person entitled to a share in consequence of the death or bankruptcy of a member, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share and upon supplying also an address within Malaysia for the service of notices, shall be entitled to be served upon him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid, any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such member as sole or joint holder.
142. A member who (having no registered address within Malaysia) has not supplied to the Company an address within Malaysia for the service of notice shall not be entitled to receive notice from the Company.

#### WINDING UP

143. (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 share held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the members in proportion to the capital, at the commencement of the winding up, paid up or which ought to have been paid up on the shares held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

- (b) If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the Liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property to be divided aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like sanction vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.
- (c) On the voluntary liquidation of the Company, no commission or fee shall be paid to a Liquidator unless it shall have been ratified by members. The amount of such payment shall be notified to all members at least seven days prior to the meeting at which it is to be considered.

#### INDEMNITY

144. Subject to the provisions of the Act the Directors, Auditors, Managing Agents, Secretary and other officers for the time being of the Company, and any trustee for the time being acting in relation to any of the affairs of the Company and his heirs, executors and administrators respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which he shall or may incur or sustain by reason of any act done or omitted in or about the execution of his duty in his respective office or trusts, except such (if any) as he shall incur or sustain by or through his own wilful neglect or default respectively, and such officer or trustee shall not be answerable for the acts, receipts, neglects or defaults, of any other officer or trustee or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any banker or other person with whom any moneys, or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust, unless the same shall happen through the wilful neglect or default of such officer or trustee.

( 145. The Company is a Private Company, and accordingly (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (b) the number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member; (c) the right to transfer the shares of the Company shall be restricted in manner hereinbefore appearing and (d) no invitation shall be issued to the public to deposit money with the Company for fixed periods or payable at call whether bearing or not bearing interest. )

*to delete*

#### SECRECY

146. 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 directors, it would be inexpedient in the interest of the members of the Company to communicate to the public.



---

Names, Addresses And Descriptions of Subscribers

---

MOHD ZAID BIN IBRAHIM  
No. 3, Jalan 14/54  
46100 Petaling Jaya  
Selangor  
I/C No: 4158114 (B)

DIRECTOR

ZAHARI AB. WAHAB  
No. 6, Jln. 4  
Taman Sri Ukay  
Ampang, Ulu Kelang  
68100 Kuala Lumpur  
I/C No: 4931222 (B)

DIRECTOR

---

Dated this 20th day of April, 1990.

Witness to the above signatures:-

ABU TALIB ABDUL RAHMAN  
(NRIC No: 5783398 (B))  
Advocate & Solicitor  
Tingkat 12, Menara Bank Pembangunan.  
Jalan Sultan,  
50250 Kuala Lumpur.