

Company No.: 197101000826 (11299-A)

THE COMPANIES ACT, 2016  
MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

**CONSTITUTION OF**  
**PERMODALAN CAPITAL BERHAD**

Incorporated in Malaysia

On 24<sup>th</sup> day of September 1971

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MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

**PERMODALAN CAPITAL BERHAD**

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1. The name of the Company is **PERMODALAN CAPITAL BERHAD**.
2. The registered office of the Company will be situated in Malaysia.
3. The objects for which the Company is established are:-
  - (a) To carry on business as investment company, land and housing developers, farmers, contractors, importers, exporters, traders, brokers and dealers of and in all kinds of goods, produce and merchandise, commission agents, ship charterers, insurance agent, purchase or otherwise acquire lands, houses, shares, stocks, debentures, debenture stocks, securities and property of any kind whatsoever, to hold and from time to time vary or dispose of any such investments.
  - (b)
    - (i) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital; and to purchase, redeem or pay off any such securities.
    - (ii) To lend and advance money or give credit to any person or company; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of money lent or advance to or the liabilities incurred by any person or company; and otherwise to assist any person or company.

- (c) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the company.

## **PRELIMINARY**

- 4. (a) This Constitution as revised is based on the Memorandum and Articles of Association as originally registered or as altered in accordance with the Companies Act, 1965; and
  - (b) And includes any alteration or amendment made under Section 36 of the Companies Act, 2016.

## **INTERPRETATION**

- 5. "Act" means the Companies Act, 2016 and Regulations made thereunder;

"Company" means Permodalan Capital Berhad;

"Directors" means the Directors for the time being of the Company or such number of them as has authority to act for the Company;

"month" means a calendar month;

"office" means the registered office for the time being of the Company;

"seal" means the seal of the Company;

"company secretary" means any person appointed to perform the duties of a secretary of the Company;

"special resolution" means a special resolution passed in accordance with Section 292 of the Act;

Expressions referring to writing shall be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;

Words and expressions contained in these Clauses shall be interpreted in accordance with provision of the Interpretation Act 1967, and of the Act as in force as at the date at which these Clauses become binding on the Company;

Headnotes to these Clauses shall not affect the interpretation thereof.

- 6. The Company has all the powers given to a Company in the ACT.
- 7. Without limiting Clause 5, where the Act permits or authorizes a Company to do something if it was authorized by its Constitution to do so, the Company is authorized by this Clause 6 to be able to do that thing except if expressly prohibited from doing so by another provision of the Constitution.

8. The Directors shall not employ the funds of the Company or any part thereof in the purchase of, or in loans upon the security of, shares of the Company, and shall not give any financial assistant for the purpose of or in connection with any purchase of shares in the Company.
9. The Company is a public company limited by shares.

## **SHARES**

10. The Company shall have ordinary shares and preference shares.
11. Without prejudice to any special rights attached to any shares for the time being issued and subject to the Act, all shares shall be under the absolute control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions and for such considerations and at such time and subject or not to the payment of any part of the amount thereof in cash and with full power to give to any person the call of any shares either at par or at a premium as the Directors may determine, and any shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Directors may, subject to any ordinary resolution of the Company, determine.
12. (a) Subject to the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable to be redeemed. No holders of Redeemable Convertible Preference Shares shall sell, transfer, pledge, encumber or otherwise part with the legal or beneficial ownership of their interest in the shares except with the prior approval at general meeting.  
  
(b) The Redeemable Convertible Preference Shares ("the Preference Shares") shall confer on the holders thereof the following rights and privileges and be subject to the following conditions that is to say:-
  - (i) The right to receive out of the retained profits of the Company a preferential dividend at the rate of eight percent (8%) per annum on the capital for the time being paid up on such shares. Subject to the foregoing and the prior approval of the Board of Directors, dividends will be payable annually in arrears on each anniversary of the issuance date of the Preference Shares.
  - (ii) The right to rank in regard to return of capital and dividend in priority to the ordinary shares and all other classes of shares, if any, for the time being of the Company.
  - (iii) The right in a winding-up to a return of all capital paid up thereon and subject to (i) above, the payment of any of the said preferential dividend payable and the repayment of capital in priority to the Ordinary Shares in the Company but to no further or other right to share in surplus assets.

- (iv) In the event of capital and/or premium being written off on a reduction of capital, the amounts paid or credited on the Ordinary Shares shall be written off before the amounts paid or credited on the Preference Shares.
  - (v) The right to receive notice of meetings, reports and balance sheets of the Company provided that the Preference Shares shall not entitle the holders thereof to attend and/or vote at any general meetings of the Company or by way of written resolution by virtue of their holdings thereof except on a resolution for the winding-up or a resolution for reduction of capital or resolution for any amendment of the Constitution of the Company affecting the rights and privileges attached to the Preference Shares or as otherwise stipulated in the provisions of the Act.
  - (vi) The directors may at any time but not earlier than five (5) years upon the issuance of the Preference Shares redeem in accordance with Clause 12(c) hereunder all those Preference Shares not yet converted pursuant to Clauses 12(b)(vii) hereunder PROVIDED ALWAYS that the redemption sum shall be RM0.10 per Preference Share.
  - (vii) The holder of any of these Preference Shares may by notice in writing left, together with the certificate for the shares therein referred to, at the Company's office at the conversion date which is the last day of each quarter commencing six (6) months after the issuance of these Preference Shares or such later date as the directors may agree, elect to convert each of the Preference Shares of nominal value of RM0.10 whereupon such shares shall from the date of the notice become ordinary shares, and shall rank in all respects *pari passu* with the ordinary shares of the Company, and shall cease to have any preference or priority as abovementioned, and a new certificate shall be issued to the holder hereof free of charge within seven (7) days from the date of conversion.
  - (viii) Except with the consent of the holders of not less than three-fourth (3/4) of the Preference Share, no further shares shall be issued by the Company ranking prior to or *pari passu* with the Preference Shares.
  - (ix) Subject to the Act and notwithstanding any provisions that may be contained herein, the rights and privileges of the holders of the Preference Shares shall not be altered except with the consent of the holders of not less than three-fourth (3/4) of the Preference Shares.
- (c) Subject to the provisions of Section 72 of the Act and of any statutory modification or re-enactment thereof for the time being in force, the Preference Shares shall be redeemed in the manner and on the terms following:-
- (i) The directors shall from time to time set aside such profits of the Company as would otherwise be available for the dividend (hereinafter called the "capital reserve") so that such capital redemption reserve shall not be less than the issue price paid thereon by the date aforesaid in Clause 12(b)(vi) or so that such capital redemption reserve shall by the

date aforesaid in Clause 12(b)(vi) be not less than the sum of issue price less such amount which would have been paid on any such shares previously redeemed. The said reserve shall from time to time at the discretion of the directors be applied in the redemption of the Preference Shares, provided always that if at any time the directors in their discretion consider the said reserve is in excess of the amount required for such redemption, they may apply the same in the same manner as sums carried to reserve shall for the time being be applicable or in paying up unissued shares of the Company to be issued to members of the Company as fully paid bonus shares.

- (ii) The Company may at any time after five (5) years from the date of the issuance of the Preference Shares, give notice to the registered holder thereof of its intention to redeem so much of the Preference Shares. Such notice shall in writing and shall fix the time and place for such redemption, whereupon the registered holder of such shares shall be bound to deliver up to the Company the certificate thereof for cancellation, and the Company shall pay to him the redemption monies payable in respect of such share. This power of redemption may be exercised by the Board acting on behalf of the Company upon the giving of seven (7) days' notice of the proposed redemption to the holder of the Preference Shares.
  - (iii) All the Preference Shares redeemed in accordance with the foregoing provisions shall rank for dividend that may be declared down to the date of redemption fixed under sub-clause (ii) hereof unless upon delivery up to the certificate in respect thereof payment is not made in which case, they shall rank for dividend down to the date when the redemption money in respect of the same shall be paid.
  - (iv) All the Preference Shares redeemed as aforesaid shall be cancelled and the Company shall not be entitled to keep the same alive for re-issue nor to re-issue the same.
13. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Clauses relating to general meeting shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares so the class present in person or by proxy may demand a poll.
14. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provide 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 equally therewith.

15. The Company may exercise the power of paying commissions conferred by 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 Act and the commission shall not exceed the rate of ten percent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten percent (10%) of that price (as the case may be). Such commission may be satisfied by the payment of each 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.
16. The Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof for all the purposes of those Clauses and accordingly shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable or other claim to or interest in such share on the part of any other person except as by these Clauses or by law otherwise provided.
17. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls and interests due in respect of such shares.
18. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividend payable in respect of such share.
19. If by the conditions of allotment of any shares the whole or part of the amount or issued price thereof shall be payable by instalments, every such instalment shall when due be paid to the Company by the person who for the time being and from time to time shall be registered holder of the share or his legal representative.

## **CERTIFICATES**

20. Every member shall, within one month after allotment or one month after registration of the transfer of any shares to such member, be entitled to one certificate for all the shares registered in his name or to several certificates in such reasonable denomination as he may require and such certificate or certificates shall be issued without payment. Every certificate of shares shall be issued under the seal of the Company shall specify the number of shares in respect of which it is issued, the amount paid up thereon and such other particulars as are required by the Act.
21. If any certificate be worn out or defaced, the, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate subject to the provisions of Section 104 of the Act.
22. The certificates of shares registered in the name of two or more persons may be delivered to any of those persons.

## **LIEN**

23. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of each member (whether solely or jointly with others) for all money presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Clause. The Company's lien on a share shall extend to all dividends payable thereon.
24. The Company may sell in such manner as the Directors think fit any shares on which the company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.
25. To give effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see 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.
26. The proceeds of the sale shall be received by the Company and shall, after payment of expenses of such sale, be applied in payment of such part of the amount in respect of which the lien exists as it presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

## **CALLS ON SHARES**

27. The Directors may from time to time make calls upon the members in respect of any money unpaid on their share (whether on account of the nominal value of the shares or by way of premium) and not be the conditions of allotment thereof made payable at fixed times and each member shall (subject to receiving at least fourteen (14) days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
28. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be made payable by instalments.
29. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share



in respect of which the call has been made of the instalment due shall pay interest for the same at the rate of eight (8) per cent per annum from the day appointed for the payment thereof to the time of actual payment or at such lesser rate as the Directors may determine. The Directors may waive payment of such interest in whole or in part.

30. Any sum which by the terms of issue of a share become payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Clauses be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.
31. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
32. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general shall otherwise direct) eight (8) percent per annum as may be agreed upon between the Directors and the member paying the sum in advance.

## **TRANSFER OF SHARES**

33. Subject to these Clauses, 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 both transferor and transferee, 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.
34. The instrument of transfer must be left for registration at the registered office of the Company together with such fee not exceeding the ringgit (RM10.00) as the Directors from time to time may require 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 thereupon the Company shall subject to the powers vested in the Directors by these Clauses register the transferee as shareholder and retain the instrument of transfer.
35. The Directors may decline to register any transfer of shares not being fully paid shares to a person of whom they do not approve and may also decline to register any transfer of shares on which the Company has a lien.

36. The registration of transfers may be suspended at such time and for such periods as the Directors may from time to time determine not exceeding in the whole thirty (30) days in any year.

## **TRANSMISSION OF SHARES**

37. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized 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.
38. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the 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.
39. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Clauses 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.
40. Where the registered holder of any share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Directors in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company, or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt; and where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall, for the purposes of these Clauses, be deemed to be joint holders of the shares.

## **FORFEITURE OF SHARES**

41. If a member fails to pay any call or instalment 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 remains unpaid, serve a notice on him requiring him to pay the same, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of non-payment.

42. The notice shall name a day (not being less than fourteen (14) days from the date of the notice) on which and a place at which the payment is to be made, and shall state that in the event of non-payment at or before the time and place appointed the shares in respect of which the call was made or instalment is payable till be liable to be forfeited.
43. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
44. Any shares so forfeited shall be deemed to be the property of the Company and the Directors may call or otherwise dispose of the same on such terms and in such manner as they think fit and may at any time before sale or disposition cancel the forfeiture on such terms as they think fit.
45. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding remain liable to pay and shall forthwith pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of eight (8) per cent per annum) from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest.
46. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all person claiming to be entitled to the share.
47. The provisions of these Clauses as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue or a share, become payable at a fixed time whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

## **CONVERSION OF SHARES INTO STOCK**

48. The Company may by ordinary resolution passed at a general meeting convert any paid up shares into stock and reconvert any stock into paid up shares of any denomination.
49. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same Clauses as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto on 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.

50. The holder of stock shall accordingly to the amount of the stock held by them have the same rights, privileges and advantages as regards to dividends, voting at meeting of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such aliquot part of stock which would not, if existing in shares, have conferred that privilege or advantage.
51. Such of the Clauses of the Company as are applicable to the paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

### **ALTERATION OF CAPITAL**

52. The Company may from time to time by ordinary resolution:-
  - (a) increase the share capital by such sum to be divided into shares of such amount on the resolution shall prescribe
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subdivide its shares or any of them into shares of smaller amount than is fixed by the Constitution; so however, that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduce share is derived.
  - (d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminished the amount of its share capital by the amount of the shares so cancelled.
53. Except so far as otherwise provided by the conditions of issue or by these Clauses, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.
54. 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 authorized and consent required by law.

### **MODIFICATON OF RIGHTS**

55. Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges

attached to each class may subject to the provisions of Section 89 of the Act, be varied with the consent in writing of the holders of three-fourth (3/4) of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meeting and the right of voting thereat shall mutatis mutandis apply to every such meeting, except that the quorum shall be two persons at least holding or representing by proxy one-third (1/3) of the issued shares of that class. This clause is not by implication to curtail the power of modification which the Company would have if the clause were omitted.

## **BORROWING POWERS**

56. The Directors may from time to time, at their discretion, borrow, or raise or secure the payment of any sum of money for the purposes of the Company. The Directors may raise or secure the repayment of such moneys upon terms and conditions in all respects as they think fit, and in particular by the issue of bonds, perpetual or redeemable, debentures or debenture stock, or any mortgage or other security of the Company constituting a charge upon all or any part of the property of the Company (both present and future), including its uncalled capital for the time being.
57. Every bond, debenture or debenture stock certificate or other instrument for securing the payment of the moneys issued by the Company may be so framed that the moneys thereby secured shall be assignable free from any equities between the company and the person to whom the same may be issued. Any bonds, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise, and deal 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.
58. The Company shall comply with the requirements of the Act in respect of filing with or delivering to the Register such mortgages and charges with the prescribed particulars as are therein mentioned, and with regard to keeping a register of mortgages and charges especially affecting any property of the Company, and all floating charges on the undertaking of any property of the Company. The fee for inspection of the register of mortgages by any person other than a creditor or member of the Company shall be five ringgit (RM5.00) cents for each inspection, particular case or generally.

## **GENERAL MEETINGS**

59. An annual general meeting of the Company shall be held in accordance with the provisions of the Act. The annual general meeting shall be held at such time and place as the Directors shall determine but shall not be more than six (6) months after the closure of each financial year end.
60. All general meetings other than the annual general meetings shall be called extraordinary general meeting.

61. The Directors may whenever they think fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened on the requisition of member as provided by the Act.
62. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, twenty one (21) days' notice at the least (exclusive of the day on which the notice is served and deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
63. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheet and the report of the Directors and auditors, approval of Directors' fees, the election of Directors in the place of those retiring, and the appointment and fixing the remuneration of the auditors.
64. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETING**

65. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, twenty-five (25) members present in person shall be a quorum. For the purpose of the Clause, "member" includes a person attending as a proxy or as representing a corporation which is a member.
66. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
67. The Chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such Chairman or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their members to be Chairman of the meeting.
68. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original

meeting. Save as aforesaid it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

69. At any general meeting a resolution put to vote of the meeting shall be decided on a show of hand unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- (a) by the Chairman;
  - (b) by at least three members present in person or by proxy;
  - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) by a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

70. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
71. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

## **VOTES AND PROXY**

72. Subject to any rights or restrictions for the time being attached to any class or classes of shares at meetings of members or classes of members each member entitled to vote may vote in person or by proxy or by attorney or by authorized representative and on a show of hands every member present in person or by proxy or by an attorney or by an authorized representative shall have one vote and on a poll every member present in person or by proxy or by attorney or by authorized representative shall have one vote for each share he holds.
73. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other

joint holders; and for this purpose, seniority shall be determined by the order in which the names stand in the register of members.

74. Any person becoming entitled to transfer any shares in consequences of death or bankruptcy under these Clauses may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote thereat in respect of such shares.
75. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy or proxies.
76. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
77. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
78. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under the seal or under the hand of an officer or attorney duly authorized. A proxy may but need not be a member of the Company or an advocate or an approved company auditor or a person approved by the Registrar. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
79. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

#### PERMODALAN SABAH BERHAD

I/We,....., of ..... being a member/members of the Company, hereby appoint ..... of ..... or failing him, ..... of ..... as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the ..... day of ..... 20...., and any adjournment thereof.

Signed this ..... day of ..... 20.....



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

+Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit.

80. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company, or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
81. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of share in respect of which the instrument is given, if no limitation in writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

## **APPOINTMENT OF DIRECTORS**

82. The number of Directors shall be not less than two and not more than thirteen.
83. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Clauses. The Director appointed to fill a casual vacancy or as an additional to the existing Directors shall retire together with all the existing Directors who retire from office at the Annual General Meeting and shall be eligible for re-election.
84. All the Directors shall retire from office once at least in every three years and shall then be eligible for re-election. A retiring Director shall retain office until the conclusion of the meeting at which he retires. No person, not being a retiring Director shall be eligible for election to the office of a Director at any general meeting unless a member intending to propose him for election has, at least eleven (11) days before the meeting, left at the registered office of the Company, a notice in writing duly signed by the nominee, giving his consent to the nomination and the intention of such member to propose him for election.
85. The Company by ordinary resolution, of which notice has been given to him, removed any Director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead.

86. The remuneration of the Directors shall from time to time be determined by the Company in general meeting and shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meeting of the Directors or general meetings of the Company or in connection with the business of the Company.
87. There shall be a share qualification for appointment as a Director, of at least 2,000 shares held in the Ordinary Share of the Company.
88. The office of Director shall become vacant if the Director –
- (a) resign his office by giving written notice to the Company at its registered office;
  - (b) has retired in accordance with the Act or the Constitution of the Company but is not re-elected;
  - (c) is removed from office in accordance with Act or the Constitution of the Company;
  - (d) becomes disqualified from being a director under Section 198 or 199 of the Act;
  - (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Mental Health Act 2001;
  - (f) dies;
  - (g) Otherwise vacates his office in accordance with the constitution of the Company;
  - (h) for more than six (6) months is absent without permission of the Directors from meetings of the Directors held during that period.
89. The Company shall keep at its registered office a register of its Directors.

## **POWER OF DIRECTORS**

90. The business of the Company shall be managed by the Directors who (in addition to the powers expressly conferred by these Clauses) may exercise all such powers of the Company as are not, by the Act or by these Clauses, required to be exercised by the Company in general meeting, subject nevertheless to any of these Clauses, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

91. The Directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under this Clauses) and for such period and subject to such conditions as they may think fit, and any such powers 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 authorize any such attorney to delegate all or any of the powers, authorities and discretions voted in him.

## **PROCEEDINGS OF DIRECTORS**

92. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit. A Director may at any time and the secretary shall on the requisition of a Director summon a meeting of the Directors.
93. Subject to these Clauses questions arising at any meetings of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
94. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be majority.
95. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Clauses as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
96. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
97. The Directors may delegate any of their power to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Directors.
98. A committee may elect a chairman of its meetings; if no such chairman is elected, or if any meeting the chairman is not present within ten minutes of the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.

99. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
100. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
101. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.
102. A Director may contract with and be interested in any contract or arrangement with the Company either as vendor, purchaser, lessor, lessee, customer, agent or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract or arrangement provided that the nature of the interest of the Director in such contract or arrangement be declared at a meeting of the directors as required by and subject to the provisions of Section 221 of the Act. Every Director shall not be at liberty to vote in respect of any such contract or arrangement in which he is so interested as aforesaid. A Director may be or become a Director of any Company promoted by this Company or in which it may be interested as a vendor, shareholder or otherwise, and no such Director shall be accountable for any benefits received as director or member of such Company. A general notice given at a meeting of the Directors that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company shall be sufficient disclosure under this Clauses as regards such Director and such transactions.

## **LOCAL MANAGEMENT**

103. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether in Malaysia or elsewhere in such manner as they think fit, and the provisions contained in Clauses 103 and 104 shall be without prejudice to the general power conferred by this Clauses.
104. The Directors may from time to time, and at any time, establish any Local Boards or Agencies for managing any of the affairs of the Company in any such specified locality, and may appoint any persons to be members of such Local Boards or Managers or Agents, and may fix their remuneration. The Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Directors, other than the power of making calls for forfeiting shares and may authorize the members for the time being of any such Local Boards or any of them to fill up

any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Director may at any time remove any person so appointed and may annul or vary any such delegation.

105. The Directors of the Company shall be ex-officio members of all Local Boards, and may vote any meetings of such Local Boards, either personally or by proxy, in the same way, with the same rights and powers and to the same effect as a Director of the Company is hereby empowered to do any meeting of Directors of the Company. When a Director of the Company shall be present at a Local Board, he shall act as Chairman, subject to the provisions of Clause 96. It shall also be lawful for any other authorized officer of the Company to attend any such Local Board by authority of the Company.

### **ALTERNATE DIRECTORS**

106. Any Director with the approval of the Directors may appoint any person (whether a member of the Company or not) to be an Alternate Director in his place during such period as he thinks fit. Any person while he so holds office as an Alternate Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat, accordingly, and to exercise all the powers of the appointer in his place. An Alternate Director shall not require any share qualification, and shall ipso facto vacate office if the appointer vacates office as a Director or removes the appointee from office. Any appointment or removal under this Clause shall be effected by notice in writing under the hand of the Director making the same.

### **MANAGING DIRECTORS**

107. The Directors may from time to time appoint one or more of their bodies to the office of Managing Director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. A Director so appointed shall not, while holding that office, be subject to annual retirement but his appointment shall be automatically determined if he ceases from any cause to be a Director.
108. A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, commission, or participation in profits, or partly in one way and partly in another) as the Directors may determine.
109. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time-to-time revoke, withdraw, alter, or vary all or any these powers.

### **COMPANY SECRETARY**

110. The Company Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit. The Company

Secretary must be a licensed secretary and a member of a professional body approved by the Minister or by the Companies Commission of Malaysia in accordance to Section 235(2) of the Act. Any Company Secretary so appointed may be removed by the Directors in accordance with the terms of appointment. The Company Secretary shall act only in accordance and at the directive of the Board and shall be indemnified by any act made in compliance to the directive of the Board.

111. The Company Secretary may resign from the office in accordance with the Act and any resignation shall be effective within thirty (30) days of the notice of resignation. The Directors shall appoint another person as Company Secretary within thirty (30) days of receipt of the resignation from the outgoing Company Secretary.

### **COMMON SEAL**

112. The Directors shall provide the safe custody of the common seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf, and every instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by the Company Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

### **ACCOUNTS**

113. The Company shall issue to the members the financial report within a period of not exceeding six (6) months from the close of the financial year of the Company. The Company may issue its financial report in CD-ROM to its members provided it complies with the following:-
- (a) the Company must provide a printed copy of its financial report to a member upon the member's request, whether verbal or written;
  - (b) the Company must designate a person to attend to the members' requests as stated in sub-paragraph (a) above;
  - (c) the Company must ensure that a hard copy of the financial report is forwarded to the member requesting the same within five (5) working days from the date of receipt of the request;
  - (d) the Company must designate person(s) to answer queries from members relating to the use of the CD-ROM;
  - (e) together with the CD-ROM financial report, the Company must issue hard copies of the notice of the annual general meeting, the proxy form and the following documents to its members:-
    - (i) a notice containing the following statement or information:

- (aa) the Company shall forward a hard copy of the financial report to the member within five (5) working days from the date of receipt of the verbal or written request; and
  - (bb) the Company web-site and e-mail address name(s) of designated person(s) attending to members' requests and queries and contact number(s).
- (ii) a request form to enable the member to request for the financial report in hard copy, with the particulars of the Company's e-mail address and mailing address.

## **DIVIDENDS AND RESERVES**

114. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
115. The Directors may from time to time pay to the members such interim dividend as appear to the Directors to be justified by the profits of the Company.
116. No dividend shall be paid otherwise than out of profits or shall bear interest against the Company.
117. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares in the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
118. Subject to the rights if persons, if any, entitled to share with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Clause as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on all the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.
119. The Directors may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
120. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets, and the Directors shall do all such acts and things as are necessary or expedient in carrying out such direction.

121. Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that of one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effecting receipts for any dividends, bonuses, or other money payable in respect of the shares held by them as joint holders.

## **CAPITALISATION OF PROFITS**

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

## **AUDIT**

124. Auditors who shall be Approved Company Auditors, shall be appointed and their duties regulated in accordance with provisions of the Companies Act, 2016.



## NOTICES

125. Any notices or documents required to be sent to members may be given by the Company or the Secretary to any members:-

- (a) in hard copy, either personally or sent by post to him in a prepaid letter addressed to him at his last known address;
- (b) in electronic form and sent by the following electronic means:-
  - (i) transmitting to his last known electronic mail address; or
  - (ii) publishing the notices or documents on the Company's website provided that a notification of the publication of the notices or documents on the website via hard copy or electronic mail or short messaging service has been given in accordance with Section 320 of the Companies Act 2016; or
  - (iii) using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by members provided that a notification of the publication or availability of the notices or documents on the electronic platform via a hard copy or electronic mail or short messaging service has been given to them accordingly.

126. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.

127. Any notice or document shall be deemed to have been served by the Company to a member:-

- (a) Where the notice or document is sent in hard copy by post, on the date after the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter.
- (b) Where the notice or documents is sent by electronic means:
  - (i) via electronic mail, at the time of transmission to the member's electronic mail address pursuant to Clause 125(b)(i), provided that the Company has record of the electronic mail being sent and that no written notification of delivery failure is received by the Company; or
  - (ii) via publication on the Company's website, on the date the notice or document is first made available on the Company's website provided that the notification on the publication of the notice or document on the website has been given pursuant to Clause 125(b)(ii); or

- (iii) via electronic platform maintained by the Company or third parties, on the date the notice or document is first made available thereon provided that the notification on the publication of the notice or document on the relevant electronic platform has been given pursuant to Clause 125(b)(iii).
  - (c) In the event that service of a notice or document pursuant to Clause 127(b) is unsuccessful, the Company shall as soon as reasonably practicable from discovery of delivery failure, make alternative arrangements for service by serving the notice or documents in hard copy in accordance with Clause 125(a) hereof.
128. Any notice and/or document required by a court of law or otherwise required or allowed to be given by the Company to the members or any of them, and not expressly provided for by this Constitution or which cannot for any reason be served in the manner referred to in this Constitution shall be sufficiently given if given by advertisement, and any notice and/or document required to be or which may be given by advertisement, shall be deemed to be duly advertised once advertised in a widely circulated newspaper in Malaysia in the national language or English language.
129. A member's address, electronic mail address and any other contact details, provide to the Company shall be deemed as the last known address or electronic mail address or contact details provided by the member to the Company for purposes of communication including but not limited to service of notices and/or documents to the member.
130. A notice and/or document required to be sent to members may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through representatives of the deceased or assignee of the bankrupt, or by any like description, at his last known address in any manner in which the same might have been served if the death or bankruptcy had not occurred. Every person who, by operation of Applicable Laws, transfer transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice and/or document in respect of such share, which prior to his name and address being entered in the Register of Members as the registered Holder of such share, shall have been duly given to the person from whom he derives the title to such share.
131. Notice of every meeting of members shall be given in any manner hereinbefore specified to:
- (a) every member;
  - (b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
  - (c) the Auditors of the Company; and
  - (d) the Directors of the Company.

## **WINDING UP**

132. If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company, divide among the members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

## **INDEMNITY**

133. Every Director, Managing Director, agent, auditors, company secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

This amended and altered Constitution of the Company based on the Memorandum and Articles of Association as originally registered under Companies Act, 1965 has been passed by at the Annual General Meeting of the Company held on

## **LODGER INFORMATION**

Name	: LO KET PING @ CHRISTINA
NRIC no.	: 590729-12-5426
Address	: C/O JLA PURMACS CORPORATE SERVICES PLT Damai Plaza 3, 2 <sup>nd</sup> Floor, D16, Jalan Damai
Postcode	: 88300
Town	: Kota Kinabalu
State	: Sabah
Telephone number	: 088-255199
Email	: jla.purmacs@gmail.com