

THIS IS THE CIRCULAR REFERRED TO IN THE SPECIAL RESOLUTION SET OUT IN THE NOTICE OF TWENTY-SIXTH (26TH) ANNUAL GENERAL MEETING OF SMPC CORPORATION BERHAD SCHEDULED ON 25 JULY 2007 INCORPORATED IN THE ANNUAL REPORT 2007 OF SMPC CORPORATION BERHAD

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you have sold or transferred all your ordinary shares in SMPC Corporation Berhad (Company No. 79082-V), you should at once hand this Circular to the agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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

This Circular is prescribed as an Exempt Circular pursuant to Paragraph 8.09 (1A) and Practice Note 18/2005 of the Listing Requirements of Bursa Malaysia Securities Berhad ("Bursa Securities") and does not require the perusal of Bursa Securities prior to issuance. Accordingly, Bursa Securities has not perused through this Circular prior to issuance.

Bursa Securities takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.



SMPC CORPORATION BHD

(Company No. 79082-V)

(Incorporated in Malaysia under Companies Act, 1965)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

PROPOSED AMENDMENTS TO THE ARTICLES OF

ASSOCIATION OF THE COMPANY

The Special Resolution in respect of the above proposal will be tabled at the Twenty-Sixth (26th) Annual General Meeting of the Company to be held at Hotel Equatorial, No. 1, Jalan Bukit Jambul, Bayan Lepas, Penang on Wednesday, 25 July 2007 at 11.30 a.m.

Last day and time for lodging the Form of Proxy : 23 July 2007, Monday at 11.30 a.m.

Date and time of the Annual General Meeting : 25 July 2007, Wednesday at 11.30 a.m.

This Circular is dated 3 July 2007

DEFINITIONS

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

Act	-	Companies Act, 1965 as amended from time to time and any re-enactment thereof
AGM	-	Annual General Meeting
Board	-	The Board of Directors of SMPC for the time being
Bursa Securities or the Exchange	-	Bursa Malaysia Securities Berhad (Company No. 635998-W)
Listing Requirements	-	Listing Requirements of Bursa Securities, as amended from time to time and any re-enactment thereof
Proposed Amendments	-	Proposed amendments to the Articles of Association of SMPC
SMPC or the Company	-	SMPC Corporation Bhd (Company No. 79082-V)
SMPC Group or Group	-	SMPC and its subsidiaries, collectively

In this Circular, unless there is something in the subject or context inconsistent herewith, the singular includes the plural; references to gender include both genders and the neuter.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted.

Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise stated.

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SMPC CORPORATION BERHAD

(Company No. 79082-V)

(Incorporated in Malaysia under the Companies Act, 1965)

Registered Office:-

Suite 18.05, MWE Plaza,
No. 8, Lebuhraya Farquhar,
10200 Penang

Date: 3 July 2007

Board of Directors:-

Machendran a/l Pitchai Chetty (*Executive Chairman*)
Ibrahim Hussain (*Managing Director*)
Dhanabalan a/l M. Pitchai Chetty (*Executive Director*)
Mohd Shahril Fitri Bin Hashim (*Executive Director*)
Sanmarkan a/l T S Ganapathi (*Independent Non-Executive Director*)
Sudesh a/l K.V. Sankaran (*Independent Non-Executive Director*)
Ahmad Bin Darus (*Non-Independent Non-Executive Director*)

To: The Shareholders of SMPC

Dear Sir/Madam,

PROPOSED AMENDMENTS TO THE ARTICLES OF ASSOCIATION

1. INTRODUCTION

On 26 June 2007, your Board announced its proposal to seek your approval for the proposed amendments to the Articles of Association of the Company for the purpose of streamlining the Company's Articles of Association in order to be in line with the Listing Requirements as have been amended from time to time. The Proposed Amendments would be by way of adopting new Articles of Association of the Company as set out in Appendix II of this Circular.

The purpose of this Circular is to provide you with information of the Proposed Amendments and to seek your approval on the Special Resolution to be tabled under the agenda of Special Business at the forthcoming 26th AGM to be convened at Hotel Equatorial, No. 1, Jalan Bukit Jambul, Bayan Lepas, Penang on Wednesday, 25 July 2007 at 11.30 a.m. or any adjournment thereof.

Shareholders of SMPC are advised to read and consider carefully the contents of this Circular before voting on the special resolution to give effect to the Proposed Amendments.

2. DETAILS OF THE PROPOSED AMENDMENTS

The details of the Proposed Amendments are set out in Appendix I of this Circular. The full text of the proposed new Articles of Association of the Company has been prepared and annexed hereto as Appendix II for your ease of reference.

3. RATIONALE

The rationale for the Proposed Amendments is:-

- (i) to streamline the Articles of Association of the Company with the provision in the Companies Act, 1965 and the Listing Requirements of Bursa Securities as have been amended from time to time; and
- (ii) to facilitate the business and administrative efficiencies of the Company as well as to streamline and add clarity to the Articles of Association of the Company.

4. EFFECTS OF THE PROPOSED AMENDMENTS

The Proposed Amendments will not have any effect on our issued and paid-up share capital and is not expected to have any material effect on the net asset per share, earnings per share, gearing and shareholdings of the substantial shareholders of SMPC Group.

5. APPROVALS REQUIRED

The Proposed Amendments are subject to the approval from you being obtained at the forthcoming AGM of the Company to be convened.

6. INTEREST OF DIRECTORS, SUBSTANTIAL SHAREHOLDERS AND PERSONS CONNECTED TO THEM

None of the Directors and/or Substantial Shareholders of SMPC Group and/or persons connected to them have any interest, whether direct or indirect, in the Proposed Amendments.

7. DIRECTORS' RECOMMENDATION

The Board, after having considered all aspects of the Proposed Amendments, is of the opinion that the Proposed Amendments are in the best interest of the Company. Accordingly, the Board recommends that you vote favour of the special resolution in relation to the Proposed Amendments to be tabled at the forthcoming AGM.

8. AGM

The 26th AGM, notice of which is enclosed in the Annual Report 2007, will be held on Wednesday, 25 July 2007 at 11.30 a.m. at Hotel Equatorial, No. 1, Jalan Bukit Jambul, Bayan Lepas, Penang, for the purpose of considering and if thought fit, passing the resolution to give effect to the Proposed Amendments.

If you are unable to attend the AGM, you are requested to complete and return the Form of Proxy set out in the Annual Report 2007 of the Company, in accordance with the instructions thereon as soon as possible. The Form of Proxy must be deposited at the Registered Office of SMPC at Suite 18.05, MWE Plaza, No. 8, Lebuhraya Farquhar, 10200 Penang not less than forty-eight (48) hours before the time appointed for holding the meeting. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the meeting should you subsequently wish to do so.

9. FURTHER INFORMATION

You are requested to refer to Appendix III for further information.

Yours faithfully,
for and on behalf of the Board of Directors
SMPC Corporation Berhad (79082-V)

MACHENDRAN A/L PITCHAI CHETTY
Chairman

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PROPOSED AMENDMENTS TO THE COMPANY'S ARTICLES OF ASSOCIATION

The details of the Existing Articles of Association and Proposed Amendments are set out below:-

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
2.	<p>Definitions</p> <p>Central Depository Malaysian Central Depository Sdn. Bhd.</p> <p>The Central Depositories Act The Securities Industry (Central Depositories) Act 1991.</p> <p>Deposited Security A security standing to the credit of a securities account and includes securities in a securities account that is in suspense.</p> <p>KLSE Kuala Lumpur Stock Exchange.</p> <p><i>New Provision</i></p> <p>Market Day Any day between Mondays and Fridays which is not a market holiday or public holiday.</p> <p>Member Any person who for time being holding shares in the Company and whose name appears in the Register (except the Malaysian Central Depository Nominees Sdn Bhd) and includes Depositors whose names appear in the Record of Depositors.</p>	2	<p>Definitions</p> <p>Bursa Depository or the Depository Bursa Malaysia Depository Sdn. Bhd. or such other central depository as may be prescribed under the Listing Requirements.</p> <p>Depositories Act The Securities Industry (Central Depositories) Act 1991 as amended from time to time and any re-enactment thereof.</p> <p>Deposited Security A security in the Company as defined under Depositories Act, standing to the credit of a securities account and includes securities in a securities account that is in suspense.</p> <p>Bursa Securities or the Exchange Bursa Malaysia Securities Berhad or whatever name from time to time called.</p> <p>Listing Requirements The Listing Requirements of Bursa Securities including any amendments to the Listing Requirements that may be made from time to time.</p> <p>Market Day A day on which the stock market of the Exchange is open for trading in securities.</p> <p>Member Any person or persons who for time being holding shares in the Company and whose name appears in the Register and includes a depositor who shall be treated as if he were a member pursuant to Section 35 of the Depositories Act, but excludes Bursa Depository in its capacity as a bare trustee.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
2.	<p>Definitions</p> <p><i>New provision</i></p> <p>Record of Depositors A record provided by Central Depository to the Company under Chapter 24.0 of the Rules.</p> <p>The Register The register of Members to be kept pursuant to the Act.</p> <p>Rules Rules of Central Depository.</p> <p><i>New Provision</i></p> <p>In Writing Written or produced by any substitute for writing (including photocopy, typewriting, printing, lithography and photography,) or partly written and partly so produced and in Article 34.8 and in respect of any notice In Writing to be given by the Company pursuant to or under these Articles, 'In Writing' shall include telex, facsimile, telegram, electronic mail and other methods of communicating writing in visible form.</p>	2	<p>Definitions</p> <p>Prescribed Securities Has the same meaning as is assigned to that expression under Depositories Act.</p> <p>Record of Depositors A record provided by Bursa Depository to the Company under Chapter 24.0 of the Rules.</p> <p>The Register The register of Members of the Company to be kept and maintained pursuant to the Act and unless otherwise expressed to the contrary, includes the Records of Depositors.</p> <p>Rules Rules of Bursa Depository.</p> <p>Securities Account An account established by Bursa Depository for a Depositor for the recording of the deposit of securities and for dealing in such securities by the Depositors as defined in the Depositories Act and/or the Rules.</p> <p>In Writing Written or produced by any substitute for writing (including photocopy, typewriting, printing, lithography and photography, electronic storage or transmission or any other method of recording information or fixing information in a form capable of being preserved) or partly written and partly so produced and in Article 34.8 and in respect of any notice In Writing to be given by the Company pursuant to or under these Articles, 'In Writing' shall include telex, facsimile, telegram, electronic mail and other methods of communicating writing in visible form.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
3.6	<p>References (where the context permits):</p> <p>3.6.1 to 'and' and 'or' mean and/or;</p> <p>3.6.2 to the registered address of a Member or person entitled to a share mean the registered address of such Member or person entitled as it appears in the Register or Record of Depositors (as the case may be)</p> <p>3.6.3 in these Articles, the Act, the Central Depositories Act or the Rules or any provision of the Act, the Central Depositories Act or the Rules shall (where the context admits), (be construed as a reference to the Act, the Depositories Act or the Rules (as the case may be) or relevant provision (as the case may be) as modified by any written law or (if applicable) amendments to the Rules for the time being in force.</p>	3.6	<p>References (where the context permits):</p> <p>3.6.1 to 'and' and 'or' mean and/or;</p> <p>3.6.2 to the registered address of a Member or person entitled to a share mean the registered address of such Member or person entitled as it appears in the Register or Record of Depositors (as the case may be)</p> <p>3.6.3 in these Articles, the Act, the Depositories Act or the Rules or any provision of the Act, the Depositories Act or the Rules shall (where the context admits), (be construed as a reference to the Act, the Depositories Act or the Rules (as the case may be) or relevant provision (as the case may be) as modified by any written law or (if applicable) amendments to the Rules for the time being in force.</p>
5.2	<p>All new issues of securities for which listing is sought shall be made by way of crediting the securities accounts of such securities save and except where the Company is specifically exempted from complying with Section 38 of the Central Depositories Act, in which event it shall be so similarly be exempted from compliance with this Article. For this purpose, the Company shall notify the Depository of the names of the allottees or entitled persons and all such particulars as may be required by the Central Depository to enable the Central Depository to make the appropriate entries in the securities accounts of such allottees or entitled persons. Notwithstanding these Articles, the Company shall comply with the provisions of the Central Depositories Act and the Rules in all matters relating to the prescribed securities.</p>	5.2	<p>All new issues of securities (which are prescribed securities) for which listing is sought shall be made by way of crediting the securities accounts of the allottees or entitled persons with such securities save and except where the Company is specifically exempted from complying with Section 38 of the Depositories Act, in which event it shall be so similarly be exempted from compliance with this Article. For this purpose, the Company shall notify the Bursa Depository of the names of the allottees or entitled persons and all such particulars as may be required by the Bursa Depository to enable the Bursa Depository to make the appropriate entries in the securities accounts of such allottees or entitled persons. Notwithstanding these Articles, the Company shall comply with the provisions of the Depositories Act and the Rules in all matters relating to the prescribed securities.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
6.2	<p>Article 6.1 shall be subject to the following provisions: 6.2:1 the Company shall not offer, issue, allot, grant options over shares, grant any right or right to subscribe for shares or any right or rights to convert any security into shares or otherwise deal with or dispose of shares which will or may have the effect of transferring a controlling interest in the Company without the prior approval of the Members in general meeting.</p> <p>6.2.2 no director shall participate in an issue of shares to employees unless: 6.2:2.1 the members in general meeting have approved the specific allotment to such director. 6.2:2.2 such Director holds office in an executive capacity or if he does not hold such office, participates in an issue of shares to the public.</p> <p>6.2:3 no shares shall be deemed at a discount except in accordance with Section 59 of the Act.</p> <p>6.2:4 the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time.</p> <p>6.2:5 the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating them.</p>	6.2	<p>Article 6.1 shall be subject to the following provisions: 6.2:1 the Company shall not offer, issue, allot, grant options over shares, grant any right or right to subscribe for shares or any right or rights to convert any security into shares or otherwise deal with or dispose of shares which will or may have the effect of transferring a controlling interest in the Company without the prior approval of the Members in general meeting.</p> <p>6.2.2 every issue of shares or options to employees of the Company and/or the Company's subsidiaries and/or Directors shall be approved by the members in general meeting and no Director shall participate in such issue of shares or option unless the members in general meeting have approved the specific allotment to be made to such directors subject always to the provisions of the Listing Requirements or such regulations or amendments as may be imposed by regulatory bodies from time to time.</p> <p>6.2:3 no shares shall be deemed at a discount except in accordance with Section 59 of the Act.</p> <p><i>Deleted</i></p> <p>6.2:4 the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating them.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
6.4	<p>Subject to any direction to the contrary that may be given by the Company in general meeting all new shares shall, before issue be offered to Members who at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The 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 expiry of that time, or on the receipt of an intimation from the person to whom the offer is made he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.</p>	6.4	<p>Subject to any direction to the contrary that may be given by the Company in general meeting all new shares or other convertible securities shall, before issue be offered to such persons who at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiry of that time, or on the receipt of an intimation from the person to whom the offer is made he declines to accept the shares or securities offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares bear to shares or securities held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.</p>
6.5	<p>Notwithstanding Article 6.4 (but subject to the Act), the Company may apply to KLSE for a waiver from convening an extraordinary general meeting to obtain shareholders' approval for further issue or issues of shares (other than bonus or rights issues) where:</p> <p>6.5:1 the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) in any one financial year or issues are made do not exceed 10% (or such higher percentage as KLSE may from time to time allow either in respect of a particular financial year, generally or otherwise) of the Company's issued share capital as at the last day of the financial year before such financial year; and</p> <p>6.5:2 in accordance with the provisions of Section 132D of the Act, there is still in effect a resolution approving the issuance of shares by the Company.</p>	6.5	<p>Notwithstanding Article 6.4 (but subject to the Act), the Company may apply to Bursa Securities for a waiver from convening an extraordinary general meeting to obtain shareholders' approval for further issue or issues of shares (other than bonus or rights issues) where:</p> <p>6.5:1 the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) in any one financial year in which such further issue or issues are made do not exceed 10% (or such higher percentage as Bursa Securities may from time to time allow either in respect of a particular financial year, generally or otherwise) of the Company's issued share capital as at the last day of the financial year before such financial year; and</p> <p>6.5:2 in accordance with the provisions of Section 132D of the Act, there is still in effect a resolution approving the issuance of shares by the Company.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
6.11	<p>Subject to the provision of the Act, and the requirements of the KLSE and/or any other relevant authorities, the Company may from time to time acquire by purchase in good faith and in the best interests of the Company, the Company's own shares through the KLSE on which the shares are quoted provided always that the Company is solvent at the date of purchase of the Company's shares.</p> <p>Preference shareholders shall have:</p> <p>7.3:1 the same rights as ordinary shareholders as regards: 7.3:1.1 receiving notices, reports and audited accounts; and 7.3:1.2 attending general meetings of the Company</p> <p>7.3:2 The right to vote at any meeting convened for the purposes of reducing the capital, or to wind up the Company and during the winding up of the Company, or disposing the whole of the Company's property, business and undertaking or of directly affecting the rights attached to their shares and privileges, or when the dividend or part of the dividend on the preference shares is in arrears for more than 6 months.</p> <p>7.3:3 the right to a return of capital in preference to holders of ordinary shares when the Company is wound-up.</p>	6.11	<p>Subject to the provision of the Act, and the requirements of the Bursa Securities and/or any other relevant authorities, the Company may from time to time acquire by purchase in good faith and in the best interests of the Company, the Company's own shares through the Bursa Securities on which the shares are quoted provided always that the Company is solvent at the date of purchase of the Company's shares.</p> <p>Preference shareholders shall have:</p> <p>7.3:1 the same rights as ordinary shareholders as regards: 7.3:1.1 receiving notices, reports and audited accounts; and 7.3:1.2 attending general meetings of the Company</p> <p>7.3:2 The right to vote at any meeting convened for the purposes of reducing the capital, or to wind up the Company and during the winding up of the Company, or disposing the whole of the Company's property, business and undertaking or of directly affecting the rights attached to their shares and privileges, or when the dividend or part of the dividend on the preference shares is in arrears for more than 6 months.</p> <p>Deleted</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
8.1	<p>Every share certificate shall be sealed in accordance with these Articles and Section 100 of the Act and bear the signature reproduced by mechanical/electronic and by any other means in accordance with these Articles and shall specify the shares to which it relates and the amount paid thereon. The share certificate shall also comply with the requirements of these Articles, such Section and the applicable Listing Requirements of KLSE and (where applicable) the Central Depositories Act and the Rules. Subject to the provision of the Central Depositories Act and the Rules, 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 being given by the shareholder, transferee, person entitled, purchaser member company of KLSE or on its behalf and on delivery of the old certificate and in any case on payment of such sum not exceeding RM3.00 only per certificate or such other sum as may from time to time be permitted by the Directors may determine including the amount of the proper duty with which each certificate is chargeable under any law for the time being in force relating to stamps. In case of destruction, loss or theft of a share certificate, a shareholder or person entitled to which such renewed certificates is given shall also bear the loss and pay the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss.</p>	8.1	<p>Every share certificate shall be sealed in accordance with these Articles and Section 100 of the Act and bear the signature reproduced by mechanical/electronic and by any other means in accordance with these Articles and shall specify the shares to which it relates and the amount paid thereon. The share certificate shall also comply with the requirements of these Articles, such Section and the applicable Listing Requirements of Bursa Securities and (where applicable) the Depositories Act and the Rules. Subject to the provision of the Depositories Act and the Rules, 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 being given by the shareholder, transferee, person entitled, purchaser member company of Bursa Securities or on its behalf and on delivery of the old certificate and in any case on payment of such sum not exceeding RM3.00 only per certificate or such other sum as may from time to time be permitted by Bursa Securities or as the Directors may determine including the amount of the proper duty with which each certificate is chargeable under any law for the time being in force relating to stamps. In case of destruction, loss or theft of a share certificate, a shareholder or person entitled to which such renewed certificates is given shall also bear the loss and pay the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss.</p>
8.2	<p>Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company upon allotment of share shall despatch notices of allotment to all allottees within the period prescribed by the KLSE and deliver to the Central Depository the appropriate certificates in such denominations as may be specified by the Central Depository registered in the name of the Central depository or its nominee company.</p>	8.2	<p>Subject to the provisions of the Act, the Depositories Act and the Rules, the Company upon allotment of share shall despatch notices of allotment to all allottees within the period prescribed by the Bursa Securities and deliver to the Bursa Depository the appropriate certificates in such denominations as may be specified by the Bursa Depository registered in the name of the Bursa Depository or its nominee company.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
11.1	Subject to the Articles, Central Depositories Act and the Rules, the transfer of any securities or class of listed securities of the Company shall be made by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of securities.	11.1	Subject to the Articles, Depositories Act and the Rules, the transfer of any listed securities or class of listed securities of the Company shall be made by way of book entry by the Bursa Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of listed securities.
11.4	The Central Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.	11.4	The Bursa Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Depositories Act and the Rules.
11.6	Subject to the Central Depositories Act and the Rules, any members may transfer all or any of its securities by instrument in writing in the form prescribed and approved by KLSE and the Registrar (as the case may be). The instrument shall be executed by or on behalf of the transferor and the transferee and the transferor shall remain the holder of the shares transferred is entered in the Register and/or the Record of Depositors as the case may be. All transfers of deposited securities shall be effected in accordance with the Act, the Central Depositories Act and the Rules.	11.6	Subject to the Depositories Act and the Rules, any members may transfer all or any of its securities by instrument in writing in the form prescribed and approved by Bursa Securities and the Registrar (as the case may be). The instrument shall be executed by or on behalf of the transferor and the transferee and the transferor shall remain the holder of the shares transferred is entered in the Register and/or the Record of Depositors as the case may be. All transfers of deposited securities shall be effected in accordance with the Act, the Depositories Act and the Rules.

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
11.8	<p>Subject to the Rules, the Register shall be closed for such periods as the Directors may from time to time determine but such registers shall not be closed for more than 30 days in any year. The Company shall before it closes such registers:</p> <p>11.8:1 give notice of such intended closure (in the case of the Register) in accordance with Section 160 of the Act;</p> <p>11.8:2 give notice of such intended closure to KLSSE at least 12 Market Days before the intended date of such closure including in such notice, such date, the reason for such closure and the address of the Share Registrar at which documents will be accepted for registration;</p> <p>11.8:3 publish in a daily newspaper circulating in Malaysia, a notice of such intended closure including the information to be included in the notice referred to in Article 11.8:2;</p> <p>11.8:4 give notice of such intended closure to Central Depository at least 3 Market Days before the intended date of such closure, to enable Central Depository to prepare and deliver the appropriate Record of Depositors.</p>	11.8	<p>Subject to the Rules, the Company shall give at least 10 Market days' notice (or such period as may be required by the Exchange) of intention to close the register to fix a book closing date which shall be published in a nationally circulated Bahasa Malaysia or English daily newspaper in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the register is being closed. At least three (3) market day prior notice (or such other periods as may be required by the Exchange) shall be given to the Depository to enable the Depository to prepare the appropriate Record of Depositors PROVIDED ALWAYS THAT where the Record of Depositors is required in respect of corporate actions, at least seven (7) market days prior notice shall be given to the Depository.</p>
11.13	Neither the Company nor any of its Directors shall be liable for any transfer of shares effected by the Central Depository.	11.13	Neither the Company nor any of its Directors shall be liable for any transfer of shares effected by Bursa Depository .
12.1	Subject to the Central Depositories Act and the Rule, the Company may establish and keep in any place outside Malaysia a branch register of its Members in accordance with Section 164 of the Act.	12.1	Subject to the Depositories Act and the Rule, the Company may establish and keep in any place outside Malaysia a branch register of its Members in accordance with Section 164 of the Act.
14.1	A personal representative of a deceased holder of a share shall not be recognised except by the Central Depository in accordance with the Rules or as the Central Depository may determine.	14.1	A personal representative of a deceased holder of a share shall not be recognised except by Bursa Depository in accordance with the Rules or as Bursa Depository may determine.

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
14.2	<p>Transmission of securities from Foreign Register</p> <p>(1) Where:- (a) the securities of a company are listed on an Approved Market Place; and (b) the Company is exempted from compliance with Sections 14 or 29 of the Central Depositories Act, as the case may be, under the Rules in respect of such securities, the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place ('Foreign Register'), to the registrar of holders maintained by the registrar of the Company in Malaysia ('Malaysian Register') subject to the following conditions: (i) there shall be no change in the ownership of such securities; and (ii) the transmission shall be executed by causing such securities to be credited directly into the Securities Account of such securities holder.</p> <p>(2) For the avoidance of doubt, no Company which fulfils the requirements of paragraphs (a) and (b) of Article 14.1 shall allow any transmission of securities from the Malaysian Register into the Foreign Register.</p>	14.2	<p>Transmission of securities</p> <p>Where:- (a) the securities of a company are listed on another stock exchange; and (b) the Company is exempted from compliance with Sections 14 or 29 of the Depositories Act, as the case may be, under the Rules in respect of such securities, the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the registrar of holders maintained by the registrar of the Company in Malaysia and vice versa subject to the following conditions: (i) there shall be no change in the ownership of such securities; and (ii) the transmission shall be executed by causing such securities to be credited directly into the Securities Account of such securities holder.</p> <p>Deleted</p>
14.3	<p>The entitlement of a person becoming entitled to a share in consequence of the death, bankruptcy or mental disorder of a Member to elect either to have his name entered as the holder of such share in the Record of Depositors or to have the name of some person nominated by him entered in the Record of Depositors as a holder of such shares shall be subject to and in accordance with the Rules or as the Central Depository may determine.</p>	14.3	<p>The entitlement of a person becoming entitled to a share in consequence of the death, bankruptcy or mental disorder of a Member to elect either to have his name entered as the holder of such share in the Record of Depositors or to have the name of some person nominated by him entered in the Record of Depositors as a holder of such shares shall be subject to and in accordance with the Rules or as Bursa Depository may determine.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
14.4	<p>A person becoming entitled to a share by reason of the death, bankruptcy or mental disorder of the holder or by operation of law shall, subject to and in accordance with the Rules or as the Central Depository may determine, be entitled to the rights to which he would be entitled as the holder of the share, except that he will not, before, being registered as the holder of the share, be entitled in respect of it to attend or vote at meetings of the Company or any class of its Members.</p>	14.4	<p>A person becoming entitled to a share by reason of the death, bankruptcy or mental disorder of the holder or by operation of law shall, subject to and in accordance with the Rules or as Bursa Depository may determine, be entitled to the rights to which he would be entitled as the holder of the share, except that he will not, before, being registered as the holder of the share, be entitled in respect of it to attend or vote at meetings of the Company or any class of its Members.</p>
20.2	<p>Subject to these Articles including (without limitation) Articles 45.5 and 45.12, and to any restrictions imposed on any shares, every notice calling a general meeting shall be given by advertisement in 1 national daily newspaper in Malaysia in the national or English language and In Writing to KLSSE, all the Members, to all persons entitled to a share (who have produced such evidence as may from time to time be required by the Central Depository in accordance with the Rules or as the Central Depository may determine) in consequence of the death, bankruptcy or mental disorder of a Member or by operation of law and to the Directors and auditors of the Company. Except as provided for in Article 20.2, no other person shall be entitled to receive notices of general meetings. A notice by advertisement under this Article shall be deemed given at noon on the day on which the advertisement appears in the national daily newspaper through which such advertisement is made.</p>	20.2	<p>Subject to these Articles including (without limitation) Articles 45.5 and 45.12, and to any restrictions imposed on any shares, every notice calling a general meeting shall be given by advertisement in a nationally circulated Bahasa Malaysia or English daily newspaper and In Writing to Bursa Securities, all the Members, to all persons entitled to a share (who have produced such evidence as may from time to time be required by Bursa Depository in accordance with the Rules or as Bursa Depository may determine) in consequence of the death, bankruptcy or mental disorder of a Member or by operation of law and to the Directors and auditors of the Company. Except as provided for in Article 20.2, no other person shall be entitled to receive notices of general meetings. A notice by advertisement under this Article shall be deemed given at noon on the day on which the advertisement appears in the national daily newspaper through which such advertisement is made.</p>
20.3	<p>The Company shall by request in writing made in duplicate in the prescribed form, request Central Depository as least 3 Market Days prior to and not including the date of the notice of the general meeting, to prepare the Record of Depositors which will contain the names of the Depositors to whom the notice of such general meeting is to be given by the Company.</p>	20.3	<p>The Company shall request Bursa Depository in accordance with the Rules, as at the latest date which is reasonably practicable which shall in any event be not less than 3 Market Days or any other period prescribed or allowed under the Listing Requirements, before the general meetings (hereinafter referred to as the “General Meeting Record of Depositors”).</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
20.4	<p>Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulation, 1996 (where applicable) and notwithstanding any provision in the Act, the Record of Depositors in respect of such general meeting shall be the final record of all Depositors with shares in the Company standing to the credit of their respective securities accounts who shall be deemed to be the registered holders of such shares in the Company eligible to be present and vote at such meeting.</p>	20.4	<p>Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulation, 1996 (where applicable) and notwithstanding any provision in the Act, the General Meeting Record of Depositors in respect of such general meeting shall be the final record of all Depositors with shares in the Company standing to the credit of their respective securities accounts who shall be deemed to be the registered holders of such shares in the Company eligible to be present and vote at such meeting.</p>
22.1	<p>Subject to the Act and to any rights or restrictions attached to any shares on a show of hands every Members who:</p> <p>22.1:1 being an individual, is present in person or by proxy or attorney; or</p> <p>22.1:2 being a corporation, is present by a duly authorised representative or by proxy or attorney,</p>	22.1	<p>Subject to the Act and to any rights or restrictions attached to any shares on a show of hands every Members who:</p> <p>22.1:1 being an individual, is present in person or by proxy or attorney; or</p> <p>22.1:2 being a corporation, is present by a duly authorised representative or by proxy or attorney,</p>
22.6	<p>shall have 1 vote and on a poll every Member shall have 1 vote for every share of which he is the holder. On a poll votes may be given either personally or by proxy or by attorney or by a duly authorised representative of a corporate Member. Notwithstanding the above but subject to the Act, if at any time the share capital of the Company consists of shares with different nominal values, the voting rights of such shares shall (when such rights are exercisable) be such that a share of a certain nominal value (when reduced to a common denominator) shall carry the same voting power as any other share of another nominal value.</p>	22.6	<p>shall have 1 vote and on a poll every Member shall have 1 vote for every share of which he is the holder. On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who is personally present and entitled to vote shall be entitled to 1 vote. On a poll votes may be given either personally or by proxy or by attorney or by a duly authorised representative of a corporate Member. Notwithstanding the above but subject to the Act, if at any time the share capital of the Company consists of shares with different nominal values, the voting rights of such shares shall (when such rights are exercisable) be such that a share of a certain nominal value (when reduced to a common denominator) shall carry the same voting power as any other share of another nominal value.</p>
22.6	<p>Where a Member of the Company is an authorized nominee as defined under The Central Depositories Act, it may appoint at least one proxy in respect of each Securities Account it holds with ordinary shares of the Company standing to the credit of the said Securities Account.</p>	22.6	<p>Where a Member of the Company is an authorized nominee as defined under Depositories Act, it may appoint at least one proxy in respect of each Securities Account it holds with ordinary shares of the Company standing to the credit of the said Securities Account.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
22.9	<p>An instrument appointing a proxy or (in the case of a power of attorney appointing an attorney) such power of attorney or a notarially certified copy of such power of attorney and any authority under which such proxy or power of attorney is executed or a copy of such authority certified notarially or in some other way approved by the Directors shall:</p> <p>22.9:1 be deposited at the Office at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument or power of attorney proposes to vote; or</p> <p>22.9:2 in the case of a poll taken more than 24 hours after it is demanded be deposited in the manner stated in Article 22.9:1 after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or</p> <p>22.9:3 where the poll is not taken forthwith but is taken not more than 24 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the secretary or to any Director or to the Chairman.</p> <p>Such a power of attorney (or a notarially certified copy of such power of attorney) once deposited or delivered in a manner so permitted in relation to a meeting, adjourned meeting or poll shall be deemed deposited or delivered in a manner so permitted in relation to all future meetings, adjourned meetings and polls for which such power of attorney is by its terms valid. An instrument of proxy or power of attorney shall be invalid unless such instrument or power of attorney (or a notarially certified copy of such power of attorney) is deposited or delivered in a manner so permitted.</p>	22.9	<p>An instrument appointing a proxy or (in the case of a power of attorney appointing an attorney) such power of attorney or a notarially certified copy of such power of attorney and any authority under which such proxy or power of attorney is executed or a copy of such authority certified notarially or in some other way approved by the Directors shall:</p> <p>22.9:1 be deposited at the Office at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument or power of attorney proposes to vote; or</p> <p>22.9:2 in the case of a poll taken more than 24 hours after it is demanded be deposited in the manner stated in Article 22.9:1 after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or</p> <p>22.9:3 where the poll is not taken forthwith but is taken not more than 24 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the secretary or to any Director or to the Chairman.</p> <p>Such a power of attorney (or a notarially certified copy of such power of attorney) once deposited or delivered in a manner so permitted in relation to a meeting, adjourned meeting or poll shall be deemed deposited or delivered in a manner so permitted in relation to all future meetings, adjourned meetings and polls for which such power of attorney is by its terms valid. An instrument of proxy or power of attorney shall be invalid unless such instrument or power of attorney (or a notarially certified copy of such power of attorney) is deposited or delivered in a manner so permitted. A member is not precluded from attending the meeting in person after lodging the instrument of proxy; however, such attendance shall automatically revoke the authority granted to the proxy.</p> <p><i>Deleted</i></p>
24.1	All the Directors shall be natural persons.		

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
24.2	<p>Unless otherwise determined by the Company in general meeting, the number of Directors (other than alternate Director) shall not be subject to any maximum but must not be less than 2.</p>	24.1	<p>Unless otherwise determined by the Company in general meeting, the number of Directors (other than alternate Director) shall not be subject to any maximum but must not be less than 2.</p>
24.3	<p>Subject to these Articles, the remuneration of the Directors shall from time to time be determined by the Company in general meeting but:</p> <p>24.3:1 Directors' fees payable to Directors not holding any executive office in the Company shall be a fixed sum and shall not be payable by a commission on or percentage of profits or turnover;</p> <p>24.3:2 Salaries payable to Directors holding executive office in the Company may not include a commission on or a percentage of turnover;</p> <p>24.3:3 all remuneration payable to Directors shall be deemed to accrue from day to day;</p> <p>24.3:4 fees payable to Directors shall not be increased except pursuant to a resolution passed by the Company in general meeting, where notice of the proposed increase has been given in the notice convening the meeting;</p> <p>24.3:5 any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.</p> <p>The Directors may be paid all traveling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committees of Directors or general or other meetings of the Company or in connection with the business of the Company.</p>	24.2	<p>Subject to these Articles, the Directors shall be paid by way of fees for their services in such fixed sum (if any) as shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine. Provided always that:</p> <p>24.2:1 Directors' fees payable to Directors not holding any executive office in the Company shall be a fixed sum and shall not be payable by a commission on or percentage of profits or turnover;</p> <p>24.2:2 Salaries and other emoluments payable to Directors holding executive office in the Company need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission or on a percentage of turnover;</p> <p>24.2:3 all remuneration payable to Directors shall be deemed to accrue from day to day;</p> <p>24.2:4 fees payable to Directors shall not be increased except pursuant to a resolution passed by the Company in general meeting, where notice of the proposed increase has been given in the notice convening the meeting;</p> <p>24.2:5 any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.</p> <p>The Directors may be paid all traveling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committees of Directors or general or other meetings of the Company or in connection with the business of the Company.</p>
24.4	<p>The Directors may be paid all traveling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committees of Directors or general or other meetings of the Company or in connection with the business of the Company.</p>	24.3	<p>The Directors may be paid all traveling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committees of Directors or general or other meetings of the Company or in connection with the business of the Company.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
24.5	<p>The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:</p> <p>24.5:1 render any special or extra services to the Company; or</p> <p>24.5:2 to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.</p> <p>Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director in addition to or in substitute for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits, or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover.</p> <p>There shall be no shareholding qualification for Directors.</p> <p>29.8 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the continuing Directors may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or to summon a general meeting of the Company.</p> <p>30.2 The office of a Director shall be vacated if:</p> <p>30.2:1 he becomes bankrupt or enters into any arrangement or composition with his creditors generally;</p> <p>30.2:2 he ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;</p>	24.4	<p>The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:</p> <p>24.4:1 render any special or extra services to the Company; or</p> <p>24.4:2 to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.</p> <p>Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director in addition to or in substitute for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits, or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover.</p> <p>There shall be no shareholding qualification for Directors.</p> <p>The remaining Directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the remaining Directors may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or to summon a general meeting of the Company.</p> <p>The office of a Director shall become vacate if during his term of office, the Director:</p> <p>30.2:1 becomes bankrupt or enters into any arrangement or composition with his creditors generally;</p> <p>30.2:2 he ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
31.2	<p>30.2:3 he becomes of unsound mind or lunatic in Malaysia or elsewhere or an order is made by any court or order competent authority claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a committee or other person (by whatever name called) to exercise powers with respect to his property and/or affairs;</p> <p>30.2:4 he is removed from office by ordinary resolution of the Company;</p> <p>30.2:5 he is convicted of any offence (whether in Malaysia or elsewhere) involving fraud or dishonesty or of an offence (whether in Malaysia or elsewhere) punishable on conviction with imprisonment for 3 months or more;</p> <p>30.2:6 not being a director whose contract precludes resignation:</p> <p>30.2:6.1 he resigns his office by notice in writing to the Company delivered to the Office; or</p> <p>30.2:6.2 he offers to resign whether or not in writing and the Directors resolve to accept such offer;</p> <p>30.2:7 he is absent from more than 50% of the total board of directors' meetings held during a financial year.</p> <p>The Directors may establish, maintain and give effect to any scheme approved by the Company in general meeting for the allotment of or the grant of options to subscribe for shares of the Company to any Directors (who hold any executive office or employment with the Company), officers or employees of:</p> <p>31.2:1 the company; or</p> <p>31.2:2 any body corporate which is or has been a Subsidiary of the Company,</p>	31.2	<p>30.2:3 becomes of unsound mind or lunatic in Malaysia or elsewhere or an order is made by any court or order competent authority claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a committee or other person (by whatever name called) to exercise powers with respect to his property and/or affairs;</p> <p>30.2:4 he is removed from office by ordinary resolution of the Company;</p> <p>30.2:5 he is convicted of any offence (whether in Malaysia or elsewhere) in relation to the offences under the Act or the securities laws as defined in the Listing Requirements;</p> <p>30.2:6 not being a director whose contract precludes resignation:</p> <p>30.2:6.1 he resigns his office by notice in writing to the Company delivered to the Office; or</p> <p>30.2:6.2 he offers to resign whether or not in writing and the Directors resolve to accept such offer;</p> <p>Deleted</p> <p>Subject to the Listing Requirements and the Act, the Directors may establish, maintain and give effect to any scheme approved by the Company in general meeting for the allotment of or the grant of options to subscribe for shares of the Company to any Directors (who hold any executive office or employment with the Company), officers or employees of:</p> <p>31.2:1 the company; or</p> <p>31.2:2 any body corporate which is or has been a Subsidiary of the Company,</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
38.5	<p>and may exercise all the powers given to them by such scheme (including (without limitation) any power to alter or add to the provisions of such scheme) and these Articles shall be deemed to be modified as far as may be necessary to give effect to such scheme for the time being in force in respect of any share or shares for the time being in issue or under option subject to such scheme.</p> <p>Notwithstanding Article 38.3, the Seal and duplicate common seal shall not be affixed to any instrument (with all signatures (autographic or facsimiles) referred to in Articles 38.2 and 38.3 being dispensed with) unless the method or system of control by the Company on the affixing of the Seal and duplicate common seal with such signatures dispensed has been approved by the auditors of the Company and a copy of such approval has been forwarded to KLSE.</p>	38.5	<p>and may exercise all the powers given to them by such scheme (including (without limitation) any power to alter or add to the provisions of such scheme) and these Articles shall be deemed to be modified as far as may be necessary to give effect to such scheme for the time being in force in respect of any share or shares for the time being in issue or under option subject to such scheme.</p> <p>Notwithstanding Article 38.3, the Seal and duplicate common seal shall not be affixed to any instrument (with all signatures (autographic or facsimiles) referred to in Articles 38.2 and 38.3 being dispensed with) unless the method or system of control by the Company on the affixing of the Seal and duplicate common seal with such signatures dispensed with has been approved by the auditors of the Company and a copy of such approval has been forwarded to Bursa Securities.</p>
43.4	<p>The Directors shall from time to time in accordance with the Act and the applicable Listing Requirements of KLSE (if applicable) cause to be prepared and laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act and/or such Listing Requirements (if applicable).</p>	43.4	<p>The Directors shall from time to time in accordance with the Act and the applicable Listing Requirements of Bursa Securities (if applicable) cause to be prepared and laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act and/or such Listing Requirements (if applicable).</p>
43.5	<p>A copy of the reports by the Directors and auditors of the Company, the profit and loss accounts, balance sheets and group accounts (if any) (including all documents required by law to be annexed or attached to all or any of them) shall be sent (not later than 6 months after the close of the financial year and at least 21 days before the general meeting at which they are to be laid) to all Members, holders of debentures and all other persons entitled to receive notices of general meetings under the Act or these Articles. The interval between the close of a financial year of the Company and the issue of the annual audited accounts, the directors' and auditors' reports shall not exceed 4 months. The required number of copies of each of these documents (as required by the applicable Listing Requirements of KLSE) shall at the same time be sent to KLSE.</p>	43.5	<p>A copy of the reports by the Directors and auditors of the Company, the profit and loss accounts, balance sheets and group accounts (if any) (including all documents required by law to be annexed or attached to all or any of them) in the printed form or in CD-ROM form or in such other form of electronic media shall be sent (not later than 6 months after the close of the financial year and at least 21 days before the general meeting at which they are to be laid or such other period as may be allowed by the Listing Requirements) to all Members, holders of debentures and all other persons entitled to receive notices of general meetings under the Act or these Articles. The interval between the close of a financial year of the Company and the issue of the annual audited accounts, the directors' and auditors' reports shall not exceed 4 months or such other period as may be allowed by the Listing Requirements. The requisite number of copies of each of these documents (as required by the applicable Listing Requirements of Bursa Securities) shall at the same time be sent to Bursa Securities.</p>

Article No.	Existing Articles	Amended /New Article No.	Proposed Amended Articles/New Articles
45.6	Any notice required to be given by the Company to Members and not expressly provided for by these Articles shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement shall be advertised once in 1 national daily newspaper in Malaysia (in either the national or English language)	45.6	Any notice required to be given by the Company to Members and not expressly provided for by these Articles shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement shall be advertised once in nationally circulated Bahasa Malaysia or English daily newspaper .
49.1	The Company shall not (while it is listed on an Official List of KLSE) delete, amend or add to any of these Articles which have previously been approved by KLSE, unless shareholders approval for such deletion, amendment or addition has been sought and obtained.	49.1	The Company shall not (while it is listed on an Official List of Bursa Securities) delete, amend or add to any of these Articles which have previously been approved by Bursa Securities , unless shareholders approval for such deletion, amendment or addition has been sought and obtained.
50.7	For the purpose of this article, unless the context otherwise requires, “Listing Requirements” means the Listing Requirements of Kuala Lumpur Stock Exchange including any amendments to the Listing Requirements that may be made from time to time.	50.7	For the purpose of this article, unless the context otherwise requires, “Listing Requirements” means the Listing Requirements of Bursa Securities including any amendments to the Listing Requirements that may be made from time to time.

THE COMPANIES ACT 1965

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

SMPC CORPORATION BHD

1. Table A

The regulations constituting Table A of the Act shall not apply to the Company.

2. Definitions

In these Articles unless the context requires otherwise, expressions defined in the Act and the Depositories Act shall bear the meanings so defined and the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column:

2.1	The Act	The Companies Act 1965 as amended from time to time and any re-enactment thereof.
2.2	These Articles	These Articles of Association as from time to time altered or added to by special resolution.
2.3	Bursa Depository or the Depository	Bursa Malaysia Depository Sdn. Bhd. or such other central depository as may be prescribed under the Listing Requirements.
2.4	Bursa Securities or the Exchange	Bursa Malaysia Securities Berhad or whatever name from time to time called.
2.5	The Company	SMPC Corporation Bhd.
2.6	Depositor	A holder of a securities account.
2.7	Depositories Act	The Securities Industry (Central Depositories) Act 1991 as amended from time to time and any re-enactment thereof.
2.8	Deposited Security	A security in the Company as defined under Depositories Act, standing to the credit of a securities account of a Depositor and includes securities in a securities account that is in suspense.
2.9	The Directors	The Directors or their alternates for the time being of the Company.

2.10	Listing Requirements	The Listing Requirements of Bursa Securities including any amendments to the Listing Requirements that may be made from time to time.
2.11	Market Day	A day on which the stock market of the Exchange is open for trading in securities.
2.12	Member	Any person or persons who for time being holding shares in the Company and whose name appears in the Register and includes a depositor who shall be treated as if he were a member pursuant to Section 35 of the Depositories Act, but excludes Bursa Depository in its capacity as a bare trustee.
2.13	Month	Calendar month.
2.14	The Office	The registered office of the Company for the time being.
2.15	Paid up	Paid up or credited as paid up.
2.16	Prescribe Securities	Has the same meaning as is assigned to that expression under Depositories Act.
2.17	Record of Depositors	A record provided by Bursa Depository to the Company under Chapter 24.0 of the Rules.
2.18	The Register	The register of Members of the Company to be kept and maintained pursuant to the Act and unless otherwise expressed to the contrary, includes the Records of Depositors.
2.19	The Registrar	The Registrar of Companies under the Act and includes, any Regional, Deputy or Assistant Registrar Of Companies.
2.20	Rules	Rules of the Bursa Depository.
2.21	Securities Account	An account established by the Bursa Depository for a Depositor for the recording of the deposit of securities and for dealing in such securities by the Depositors as defined in the Depositories Act and/or the Rules.
2.22	The Seal	The common seal of the Company.
2.23	The Share Registrar	The person for the time being keeping the Register.
2.24	Subsidiary	As defined in Section 5 of the Act.
2.25	In Writing	Written or produced by any substitute for writing (including, photocopy, typewriting, printing, lithography and photography, electronic storage or transmission or any other method of recording information or fixing information in a form capable of being preserved)) or partly written and partly so produced and in Article 34.8 and in respect of any notice In Writing to be given by the Company pursuant to or under these Articles, 'In Writing' shall include telex, facsimile, telegram, electronic mail and other methods of communicating writing in visible form.
2.26	RM or Ringgit	Ringgit Malaysia (the lawful currency of Malaysia).

3. Interpretation

- 3.1 Words importing the singular include, the plural and vice versa.
- 3.2 Words importing one gender include, all other genders.
- 3.3 Words importing persons include (without limitation), corporations.
- 3.4 The expressions 'debenture' and 'debenture holder' include (without limitation), debenture stock and debenture stockholder.
- 3.5 The expression 'secretary' includes (without limitation) a temporary, substitute, deputy or assistant secretary and any person authorised to perform any of the duties of the secretary.
- 3.6 References (where the context permits):
 - 3.6:1 to 'and' and 'or' mean and /or;
 - 3.6:2 to the registered address of a Member or person entitled to a share mean the registered address of such Member or person entitled as it appears in the Register or Record of Depositors (as the case may be)
 - 3.6:3 in these Articles, the Act, the Depositories Act or the Rules or any provision of the Act, the Depositories Act or the Rules shall (where the context admits), (be construed as a reference to the Act, the Depositories Act or the Rules (as the case may be) or relevant provision (as the case may be) as modified by any written law or (if applicable) amendments to the Rules for the time being in force.
- 3.7 The headings are inserted for convenience only and shall not be taken into account in the construction or interpretation of these Articles.

4. Authorised share capital

- 4.1 The share capital of the Company at the date of the adoption of these Articles is RM100,000,000 divided into 100,000,000 ordinary shares of RM1 each.

5. Variation of Rights

- 5.1 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 (subject to Sections 55 and 65 of the Act and whether or not the Company is being wound up) be varied or abrogated with:
 - 5.5:1 the consent in writing of the holders of three-fourths of the issued shares of that class;
or
 - 5.5:2 the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

To every such general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be 2 persons at least holding or representing by proxy one-third of the issued shares of the class (but so that if at any adjourned meeting of such holders, a quorum is not present, the holders present, shall form a quorum), and any holder of shares of the class present in person or by proxy may demand a poll.

- 5.2 All new issues of securities (which are prescribed securities) for which listing is sought shall be made by way of crediting the securities accounts of the allottees or entitled persons with such securities save and except where the Company is specifically exempted from complying with Section 38 of the Depositories Act, in which event it shall be so similarly be exempted from compliance with this Article. For this purpose, the Company shall notify the Bursa Depository of the names of the allottees or entitled persons and all such particulars as may be required by the Bursa Depository to enable the Bursa Depository to make the appropriate entries in the securities accounts of such allottees or entitled persons. Notwithstanding these Articles, the Company shall comply with the provisions of the Depositories Act and the Rules in all matters relating to the prescribed securities.
- 5.3 Subject to Section 65 of the Act, the rights attached to any class shall not (unless provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking in any respect pari passu with that class.

6. Share capital

- 6.1 Subject to the Act, and these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, issue, allot (with or without conferring a right to renunciation), grant options over, grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares, or otherwise deal with or dispose of them to such persons at such times and in such terms and conditions as they may determine.
- 6.2 Article 6.1 shall be subject to the following provisions:
- 6.2:1 the Company shall not offer, issue, allot, grant options over shares, grant any right or right to subscribe for shares or any right or rights to convert any security into shares or otherwise deal with or dispose of shares which will or may have the effect of transferring a controlling interest in the Company without the prior approval of the Members in general meeting.
- 6.2:2 every issue of shares or options to employees of the Company and/or the Company's subsidiaries and/or Directors shall be approved by the members in general meeting and no Director shall participate in such issue of shares or option unless the members in general meeting have approved the specific allotment to be made to such directors subject always to the provisions of the Listing Requirements or such regulations or amendments as may be imposed by regulatory bodies from time to time.
- 6.2:3 no shares shall be deemed at a discount except in accordance with Section 59 of the Act.
- 6.2:4 the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating them.
- 6.3 Subject to the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or as the Directors (subject to being duly authorised to so by an ordinary resolution of the Company) may determine.
- 6.4 Subject to any direction to the contrary that may be given by the Company in general meeting all new shares or other convertible securities shall, before issue be offered to such persons who at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiry of that time, or on the receipt of an intimation from

the person to whom the offer is made he declines to accept the shares or securities offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares bear to shares or securities held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

- 6.5 Notwithstanding Article 6.4 (but subject to the Act), the Company may apply to Bursa Securities for a waiver from convening an extraordinary general meeting to obtain shareholders' approval for further issue or issues of shares (other than bonus or rights issues) where:
- 6.5:1 the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) in any one financial year in which such further issue or issues are made do not exceed 10% (or such higher percentage as Bursa Securities may from time to time allow either in respect of a particular financial year, generally or otherwise) of the Company's issued share capital as at the last day of the financial year before such financial year; and
- 6.5:2 in accordance with the provisions of Section 132D of the Act, there is still in effect a resolution approving the issuance of shares by the Company.
- 6.6 The Company may, pursuant to Section 58 of the Act, pay commission at a rate not exceeding 10% of the price at which the shares are issued.
- 6.7 Except as authorised or required by law or these Articles, no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or recognise (even when having notice of it) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as provided by law) any other rights in respect of any share except an absolute right to the entirety of the share in the registered holder.
- 6.8 The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of such share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation on such terms and conditions as the Directors may determine.
- 6.9 No partnership, unincorporated association or body or minor may be a Member.
- 6.10 Subject to the Rules, not more than one (1) person can be entered as the holder of a share in the Record of Depositors.
- 6.11 Subject to the provision of the Act, and the requirements of the Bursa Securities and/or any other relevant authorities, the Company may from time to time, acquire by purchase in good faith and in the best interests of the Company, the Company's own shares through the Bursa Securities on which the shares are quoted provided always that the Company is solvent at the date of purchase of the Company's shares.
- 7. Preference Shares**
- 7.1 Subject to the Act and these Articles, any preference share may be issued on terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as may be provided for by these Articles.
- 7.2 If the Company at any time issues preference capital, it shall indicate at the same time whether it reserves the right to issue further preference capital ranking equally with or in priority to preference shares already issued.

- 7.3 Preference shareholders shall have:
- 7.3:1 the same rights as ordinary shareholders as regards;
 - 7.3:1.1 receiving notices, reports and audited accounts; and
 - 7.3:1.2 attending general meetings of the Company.
 - 7.3:2 The right to vote at any meeting convened for the purposes of reducing the capital, or to wind up the Company and during the winding up of the Company, or disposing the whole of the Company's property, business and undertaking or of directly affecting the rights attached to their shares and privileges, or when the dividend or part of the dividend on the preference shares is in arrears for more than 6 months.
- 7.4 The repayment of preference capital other than redeemable preference shares or any alteration of preference shareholder rights, may only be made pursuant to a special resolution of the preference shareholders concerned but where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of three-fourths of the preference shares concerned within 2 months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

8. Certificates

- 8.1 Every share certificate shall be sealed in accordance with these Articles and Section 100 of the Act and bear the signature reproduced by mechanical/electronic and by any other means in accordance with these Articles and shall specify the shares to which it relates and the amount paid thereon. The share certificate shall also comply with the requirements of these Articles, such Section and the applicable Listing Requirements of Bursa Securities and (where applicable) the Depositories Act and the Rules. Subject to the provision of the Depositories Act and the Rules, 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 being given by the shareholder, transferee, person entitled, purchaser member company of Bursa Securities or on its behalf and on delivery of the old certificate and in any case on payment of such sum not exceeding RM3.00 only per certificate or such other sum as may from time to time be permitted by Bursa Securities or as the Directors may determine including the amount of the proper duty with which each certificate is chargeable under any law for the time being in force relating to stamps. In case of destruction, loss or theft of a share certificate, a shareholder or person entitled to which such renewed certificates is given shall also bear the loss and pay the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss.
- 8.2 Subject to the provisions of the Act, the Depositories Act and the Rules, the Company upon allotment of shares shall despatch notices of allotment to all allottees within the period prescribed by the Bursa Securities and deliver to the Bursa Depository the appropriate certificates in such denominations as may be specified by the Bursa Depository registered in the name of the Bursa Depository or its nominee company.
- 8.3 Nothing in these Articles shall require the Company to issue under the Seal, its duplicate common seal or its official seal for use outside Malaysia any certificate or other instrument, other than a share certificate, which is not required to be issued by law.

9 Lien

- 9.1 Subject to Article 9.2, the Company shall have a first and paramount lien on every share (not being a fully-paid share) for all amounts (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a lien on all shares (other than fully-paid shares) standing registered in the name of a person whether for all amounts 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 Article. The Company's lien, if any, on a share shall extend to all distributions attributable to that share.

- 9.2 The Company's lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and installments on the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called on by law to pay in respect of the shares of the Member or deceased Member.
- 9.3 The Company may sell in such manner as the Directors may determine, any shares on which the Company has a lien, but no sale shall be made unless some amount in respect of which the lien exists is presently payable or until the expiry of 14 clear days after a notice in writing, stating and demanding payment of the amount presently payable, has been given to the registered holder for the time being of the share, or the person entitled to the share by reason of his death, bankruptcy or mental disorder or by operation of law.
- 9.4 To give effect to a sale, the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of the purchaser.
- 9.5 The net proceeds of the sale received by the Company (after payment of the costs) shall be applied in payment of so much of the amounts for which the lien exists as is presently payable, and any residue shall (subject to a like lien for amounts not presently payable as existed on the shares prior to the sale) be paid to the person whose shares have been sold or his executors, administrators or receivers or the official assignee or the committee of his estate or as he directs. If applicable, such person shall surrender to the Company for cancellation, the certificate for the shares sold.

10. Calls on shares

- 10.1 Subject to the terms of allotment, the Directors may from time to time make calls on the Members in respect of any amounts unpaid on their shares, and each Member shall (subject to receiving at least 14 clear days' notice specifying the time or times and the place or places of payment) pay to the Company at the time or times and the place or places so specified the amount called on his shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 10.2 If a call is not paid before or on the day appointed for payment, the person from whom the amount is due shall pay interest on the amount unpaid at the rate of 10% per year from the day appointed for the payment to the time of the actual payment but the Directors shall be at liberty to waive payment of such interest wholly or in part.
- 10.3 The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any amount which by the terms of issue of a share becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if it had become payable by virtue of a call duly made and notified.
- 10.4 Capital paid on shares in advance of calls shall not, while carrying interest, confer a right to participate in profits.
- 10.5 Subject to the terms of allotment the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 10.6 The Directors may (if they think fit) receive from any Member all or any part of the amounts for the time being uncalled and unpaid on any of his shares, and may pay interest on the amounts so advanced (until such amounts would but such advance become presently payable) at such rate not exceeding 10% per year (or such other rate may be fixed by the Company in general meeting) as may be agreed between the Directors and the Member.

11. Transfer

- 11.1 Subject to the Articles, Depositories Act and the Rules, the transfer of any listed securities or class of listed securities of the Company shall be made by way of book entry by the Bursa Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of listed securities.
- 11.2 The instrument of transfer shall be lodged with the Company and executed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the transferee's name is entered in the Register as the holder of that share.
- 11.3 The Directors may decline to register any transfer of shares which are not fully paid to a person of whom they do not approve. The registration of any transfer shall be suspended when the register of transfers and the Register is closed under Article 11.9.
- 11.4 The Bursa Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Depositories Act and the Rules.
- 11.5 Subject to these Articles, there shall be no restriction on the transfer of fully paid securities except where required by law.
- 11.6 Subject to the Depositories Act and the Rules, any members may transfer all or any of its securities by instrument in writing in the form prescribed and approved by Bursa Securities and the Registrar (as the case may be). The instruments shall be executed by or on behalf of the transferor and the transferee and the transferor shall remain the holder of the shares transferred is entered in the Register and/or the Record of Depositors as the case may be. All transfers of deposited securities shall be effected in accordance with the Act, the Depositories Act and the Rules.
- 11.7 Subject to the Rules, no share shall be transferred to any partnership or unincorporated association or body, minor, bankrupt or person of unsound mind.
- 11.8 Subject to the Rules, the Company shall give at least 10 Market days' notice (or such period as may be required by the Exchange) of intention to close the register to fix a book closing date which shall be published in a nationally circulated Bahasa Malaysia or English daily newspaper in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the register is being closed. At least three (3) market day prior notice (or such other periods as may be required by the Exchange) shall be given to the Depository to enable the Depository to prepare the appropriate Record of Depositors PROVIDED ALWAYS THAT where the Record of Depositors is required in respect of corporate actions, at least seven (7) market days prior notice shall be given to the Depository.
- 11.9 The Company shall be entitled to destroy :
- 11.9:1 any instrument of transfer which has been registered at any time after 6 years from the date of its registration;
- 11.9:2 any dividend mandate or any variation or cancellation of it or any notification of change of address, at any time after 2 years from the date of the recording.
- 11.9:3 any share certificate which has been cancelled, at any time after 1 year from the date of its cancellation.
- 11.9:4 any other document on the basis of which any entry in the Register is made, at any time after 6 years from the date such entry in the Register was first made in respect of such document.

- 11.10 Every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document destroyed under Article 11.10 shall be conclusively deemed to have been duly and properly made and that:
- 11.10:1 every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
 - 11.10:2 every share certificate so destroyed was a valid certificate duly and properly cancelled;
 - 11.10:3 every other document destroyed under Article 11.9 was a valid and effective document in accordance with its recorded particulars in the books or records if the Company.
- 11.11 The provisions of Articles 11.9 and 11.10 shall be subject to the following:
- 11.11:1 any document may only be destroyed in good faith and without express notice to the Company that the preservation of such document was relevant to any claim;
 - 11.11:2 nothing in such provision shall be construed to impose on the Company any liability in respect of the destruction of any such document earlier than provided for in Article 11.9 or in any case where the conditions in such Article have not been fulfilled;
 - 11.11:3 references to the destruction of any document include references to its disposal in any manner
 - 11.11:4 references to documents include (without limitation) any records or copies of documents stored on microfilm, microfiche, any electronic database or any other system of data recording and storage.
- 11.12 Subject to the Act, every entry in the Register, purporting to have been made on the basis of an instrument of transfer or other document in good faith by the Company shall be conclusively deemed to have been duly and properly made including (without limitation) where:
- 11.12:1 instrument of transfer or other document is obtained or created fraudulently or is otherwise void, voidable or otherwise unenforceable;
 - 11.12:2 the Company or any of its Directors or officers may have notice that such instrument of transfer was signed, executed and / or delivered by the transferor or other authorised person in blank to the name of the transferee or the particulars of the shares transferred or otherwise made defectively, and any person who becomes the registered holder of any shares by reason of any such entry shall be entitled to be recognised as the registered holder of such shares, and the Company, its Directors and / or other officers shall not be liable to any person by reason of any such entry being made.
- 11.13 Neither the Company nor any of its Directors shall be liable for any transfer of shares effected by the Bursa Depository.

12. Overseas branch register

- 12.1 Subject to the Depositories Act and the Rule, the Company may establish and keep in any place outside Malaysia a branch register of its Members in accordance with Section 164 of the Act.
- 12.2 Subject to the Act and these Articles, any such register shall be established and kept in such manner as the Directors may from time to time determine.
- 12.3 For the purpose of any branch register, the Directors may empower any officer of the Company or other person or persons or committee ('Local Authority') to keep the register in such manner and subject to such regulations as the Directors may from time to time prescribe or allow, and may delegate to any such Local Authority the duty of examining and passing or refusing transfers and transmissions and approving or refusing to approve transferees of shares and of issuing certificates of shares.

12.4 The Local Authority shall from time to time transmit to the Office copies of every entry on any branch register as required by Section 164 of the Act.

13. Shareholding information

13.1 The Company may by written notice require any Member within such reasonable time specified in such notice:

13.1:1 to state to the Company whether he holds any shares in the Company beneficially or as trustee or nominee;

13.1:2 if such Member holds such shares as trustee or nominee, to give the Company (to the extent that he knows) particulars of the persons for whom he holds such shares including (without limitation), such persons' names, addresses and other particulars of such persons which are sufficient to enable such persons to be identified and the nature of their interest.

13.2 The Company may at any time after it has received information under Article 13.1 require by written notice any person (whom any Member in reply to the notice referred to in such Article has stated or given to the Company as having an interest in any shares):

13.2:1 to state to the Company whether he holds such interest beneficially or as trustee or nominee;

13.2:2 if he holds such interest as trustee or nominee, to give the Company (to the extent that he knows) particulars of the persons for whom he holds such interest including (without limitation), such persons' names, addresses and other particulars of such person which are sufficient to enable such persons to be identified and the nature of their interest.

13.3 The Company may also by written notice require such persons identified under Articles 13.2 and 13.3 as persons for whom an interest in a share is being held to make the statements and give the particulars which the Company is entitled to require a person to give under Article 13.2.

13.4 The Company may by written notice require a member to state within such reasonable time specified in such notice whether any of the voting rights carried by any shares in the Company held by him are the subject of any agreement or arrangement under which another person is entitled to control his exercise of those rights and if so, all material particulars of such agreement or arrangement (whether written or oral) and the particulars of all parties to it.

14 Transmission

14.1 A personal representative of a deceased holder of a share shall not be recognised except by the Bursa Depository in accordance with the Rules or as the Bursa Depository may determine.

14.2 Transmission of securities

Where:

(a) the securities of the Company are listed on an another stock exchange; and

(b) the Company is exempted from compliance with Sections 14 or 29 of the Depositories Act, as the case may be, under the Rules in respect of such securities, the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa subject to the following conditions:

(i) there shall be no change in the ownership of such securities; and

(ii) the transmission shall be executed by causing such securities to be credited directly into the Securities Account of such securities holder.

- 14.3 The entitlement of a person becoming entitled to a share in consequence of the death, bankruptcy or mental disorder of a Member to elect either to have his name entered as the holder of such share in the Record of Depositors or to have the name of some person nominated by him entered in the Record of Depositors as a holder of such shares shall be subject to and in accordance with the Rules or as the Bursa Depository may determine.
- 14.4 A person becoming entitled to a share by reason of the death, bankruptcy or mental disorder of the holder or by operation of law shall, subject to and in accordance with the Rules or as the Bursa Depository may determine, be entitled to the rights to which he would be entitled as the holder of the share, except that he will not, before, being registered as the holder of the share, be entitled in respect of it to attend or vote at meetings of the Company or any class of its Members.
- 15. Forfeiture**
- 15.1 If a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due at least 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
- 15.2 If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include, all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 15.3 Subject to the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors may determine either to the person who was before the forfeiture the holder or to any person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal, a forfeited share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the share to that person.
- 15.4 A person, any of whose shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation, the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of the forfeiture or for any consideration received on their disposal.
- 15.5 Subject to any lien for amount not presently payable (if any), any residue of the proceeds of forfeited shares sold, re-allotted or otherwise disposed of, after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators, assignees, guardians, or receivers or the committee of his estate or as he directs.
- 15.6 A statutory declaration in writing by a Director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

16. Stock

- 16.1 The Company in general meeting may by ordinary resolution, convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.
- 16.2 The holders of any stock may transfer all or any part of their holdings in the same manner and subject to the same provisions as and subject to which the shares from which the stock arose might before conversion have been transferred, or as near to that manner and those provisions as circumstance admit, and the Directors may fix the minimum amount of stock transferable, but such minimum shall not exceed the nominal value of the shares from which the stock arose.
- 16.3 The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in distribution and in assets on a winding up or otherwise) shall be conferred by an amount of stock which would not, in the form of shares, have conferred that right.
- 16.4 Such of these Articles as are applicable to paid-up shares shall apply to stock, and the words 'share' and 'shareholder' shall include 'stock' and 'stockholder'.

17. Alteration of capital

- 17.1 The Company may by ordinary resolution:
- 17.1:1 consolidate and divide all or any of its share capital into shares of larger amount;
- 17.1:2 (Subject to Section 62(1) of the Act) subdivide its existing shares or any of them into shares of smaller amount;
- 17.1:3 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 share capital by the amount of the shares so cancelled.
- 17.2 Subject to any direction by the company in general meeting, if any consolidation or subdivision and consolidation of shares results in Members being entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they may determine including (without limitation), selling the shares to which Members are so entitled for such price as the Directors may determine and paying and distributing to the Members entitled to such shares in due proportions the net proceeds of such sale.
- 17.3 The directors may (to give effect to such sale referred to in Article 17.2):
- 17.3:1 nominate any person to execute a transfer of the shares sold on behalf of the Members so entitled to or in accordance with the directions of the purchaser;
- 17.3:2 enter or have entered the name of the transferee in the Register as the holder of the shares to which such transfer relates, and the purchaser shall not be concerned to ensure that the purchase consideration is properly applied nor shall title to the shares be affected by any irregularity or invalidity in the proceedings in relation to the sale.
- 17.4 The Company may by special resolution reduce its share capital and any capital redemption reserve or share premium account in any manner authorised by law.

18. Increase of capital

- 18.1 Without prejudice to the rights attached to any existing shares or class of shares, the Company in general meeting may by ordinary resolution increase its capital by the creation of shares of such nominal amounts, and carrying such rights and restrictions, as the resolution specifies.

18.2 All new shares shall be subject to the same provisions as to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the existing share capital.

19. General Meetings

19.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

19.2 The Directors may call general meetings and, on the requisition of Members who hold at the date of the deposit of the requisition not less than one-tenth of such paid-up capital of the Company as at the date of the deposit carries the right to vote at general meetings pursuant to Section 144 of the Act, forthwith proceed to convene an extraordinary general meeting for a date not later than 2 Months after receipt of the requisition. If there are insufficient Directors within Malaysia to form a quorum to call a general meeting, any Director may call a general meeting.

20. Notice of general meeting

20.1 The notices convening meetings shall specify the place, day and hour of the meeting, and shall be given to all Members, at least 14 days before the meeting or at least 21 days before the meeting where any special resolution is to be proposed or where it is an annual general meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special businesses.

20.2 Subject to these Articles including (without limitation) Articles 45.5 and 45.12, and to any restrictions imposed on any shares, every notice calling a general meeting shall be given by advertisement in a nationally circulated Bahasa Malaysia or English daily newspaper and In Writing to Bursa Securities, all the Members, to all persons entitled to a share (who have produced such evidence as may from time to time be required by the Bursa Depository in accordance with the Rules or as the Bursa Depository may determine) in consequence of the death, bankruptcy or mental disorder of a Member or by operation of law and to the Directors and auditors of the Company. Except as provided for in Article 20.2, no other person shall be entitled to receive notices of general meetings. A notice by advertisement under this Article shall be deemed given at noon on the day on which the advertisement appears in the national daily newspaper through which such advertisement is made.

20.3 The Company shall request Bursa Depository in accordance with the Rules, as at the latest date which is reasonably practicable which shall in any event be not less than 3 Market Days or any other period prescribed or allowed under the Listing Requirements, before the general meetings (hereinafter referred to as the “General Meeting Record of Depositors”).

20.4 Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulation, 1996 (where applicable) and notwithstanding any provision in the Act, the General Meeting Record of Depositors in respect of such general meeting shall be the final record of all Depositors with shares in the Company standing to the credit of their respective securities accounts who shall be deemed to be the registered holders of such shares in the Company eligible to be present and vote at such meeting.

20.5 In every notice calling a general meeting, there shall appear with reasonable prominence a statement that a Member is entitled to appoint to 2 or more proxies to attend and vote in his place, that a proxy may but need not be a Member and the provisions of Section 149 (1) (b) of the Act shall not apply to the Company. If a Member appoints 2 proxies, the appointments shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.

20.6 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 of that meeting.

21. Proceedings at general meetings

21.1 All business that is transacted at:

21.1:1 an extraordinary general meeting;

21.1:2 an annual general meeting (except declaring a dividend, considering the accounts, balance sheets, the report of the Directors and auditors, the election of Directors in place of those retiring, and the appointment and fixing of the remuneration of the Directors and auditors),

shall be special.

21.2 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. Unless otherwise provided in these Articles, 2 persons, each being a Member entitled to attend and vote at the meeting, or a proxy for or attorney of such Member (whether individual, corporate or otherwise), or the duly authorised representative of a corporate Member, shall be a quorum. The presence of 1 person entitled to attend and vote at the meeting in more than one capacity at the time when the meeting proceeds to business shall not be a quorum. No Member not entitled to vote at the meeting shall be counted in the quorum.

21.3 If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.

21.4 The Chairman of the board of Directors or (if he is absent or unwilling to act or there is no Chairman), the deputy Chairman of the board of Directors shall preside as Chairman of the meeting, but if neither the Chairman or deputy Chairman are present within 15 minutes after the time appointed for holding the meeting and willing to act (or if there is no Chairman and deputy Chairman), the Directors present shall elect, one of their number to be Chairman and, if there is only 1 Director present and willing to act, he shall be Chairman. If no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chairman.

21.5 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.

21.6 The Chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 30 days or more, at least 14 clear days' notice shall be given specifying the time and place of the adjourned meeting. Any such notice shall be given (except for the period of notice) as in the case of the original meeting. Otherwise, it shall not be necessary to give any such notice.

21.7 If the Chairman in good faith rules out of order an amendment proposed to a resolution under consideration by a meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

21.8 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the Act, a poll may be demanded:

21.8:1 by the Chairman; or

- 21.8:2 by at least 5 Members having the right to vote at the meeting; or
- 21.8:3 by a Member or Members representing at least one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
- 21.8:4 by a Member or Members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid on all the shares conferring that right,

and a demand by a person as proxy for or attorney of a Member (whether individual, corporate or otherwise) or as duly authorised representative for a corporate Member shall be the same as a demand by the Member.

- 21.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 21.10 A poll shall be taken as the Chairman directs (including (without limitation) the use of ballot or voting papers or tickets) and he may appoint scrutinizers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 21.11 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 21.12 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 21.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken. Such notice shall be given (except for the period of notice) as in the case of the meeting at which the poll was demanded or (if such meeting was an adjourned meeting) as in the case of the original meeting.
- 21.14 A resolution in writing signed by or on behalf of all persons entitled to receive notice of, and to attend and vote at general meetings of the Company shall be treated as a resolution duly passed at a general meeting of the Company and where relevant, as a special resolution so passed. Subject to the Act, such a resolution in writing may consist of several instruments in the like form each signed by or on behalf of such persons entitled referred to above.

22. Votes of members

- 22.1 Subject to the Act and to any rights or restrictions attached to any shares on a show of hands every Members who:
 - 22.1:1 being an individual, is present in person or by proxy or attorney; or
 - 22.1:2 being a corporation, is present by a duly authorised representative or by proxy or attorney,

shall have 1 vote and on a poll every Member shall have 1 vote for every share of which he is the holder. On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who is personally present and entitles to vote shall be entitled to 1 vote. On a

poll votes may be given either personally or by proxy or by attorney or by a duly authorised representative of a corporate Member. Notwithstanding the above but subject to the Act, if at any time the share capital of the Company consists of shares with different nominal values, the voting rights of such shares shall (when such rights are exercisable) be such that a share of a certain nominal value (when reduced to a common denominator) shall carry the same voting power as any other share of another nominal value.

- 22.2 A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, whether on a show of hands or on a poll, by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy or attorney. Evidence to the Directors' satisfaction of the person claiming to exercise the right to vote shall be deposited at the Office, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised. If this is not done, the right to vote shall not be exercisable.
- 22.3 Subject to Article 20.4 above, no Member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy or by attorney or by a duly authorised representative of a corporate Member, in respect of any share held by him unless all calls and other moneys presently payable by him in respect of that share have been paid.
- 22.4 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 22.5 A Member may appoint 2 or more proxies to attend the same meeting. A proxy may but need not be a Member and the provisions of Section 149(1)(b) of the Act shall not apply to the Company. If a Member appoints 2 or more proxies, the appointments shall be invalid unless he specified the proportions of his shareholdings to be represented by each proxy.
- 22.6 Where a Member of the Company is an authorized nominee as defined under Depositories Act, it may appoint at least one proxy in respect of each Securities Account it holds with ordinary shares of the Company standing to the credit of the said Securities Account.
- 22.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near to it as circumstances allow or in any other form which is usual or which the Directors may approve):

SMPC CORPORATION BHD.

I/We _____ of _____ being a member/members of the above Company appoint _____ of _____ or failing him, _____ of _____ or, the Chairman as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [date], and at any adjournment of such meeting for/against* the resolution(s) to be proposed thereat.

Dated: _____

[Signature]

* Strike out whichever is not desired

- 22.8 The instrument appointing a proxy shall (where Members are to be given an opportunity to instruct the proxy how to vote) be in any form approved by the Directors which enables the Members to determine how their votes are to be cast on each of the resolutions comprised in the business of the meeting for which it is to be used.

22.9 An instrument appointing a proxy or (in the case of a power of attorney appointing an attorney) such power of attorney or a notarially certified copy of such power of attorney and any authority under which such proxy or power of attorney is executed or a copy of such authority certified notarially or in some other way approved by the Directors shall:

22.9:1 be deposited at the Office at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument or power of attorney proposes to vote; or

22.9:2 in the case of a poll taken more than 24 hours after it is demanded be deposited in the manner stated in Article 22.9:1 after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

22.9:3 where the poll is not taken forthwith but is taken not more than 24 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the secretary or to any Director or to the Chairman.

Such a power of attorney (or a notarially certified copy of such power of attorney) once deposited or delivered in a manner so permitted in relation to a meeting, adjourned meeting or poll shall be deemed deposited or delivered in a manner so permitted in relation to all future meetings, adjourned meetings and polls for which such power of attorney is by its terms valid. An instrument of proxy or power of attorney shall be invalid unless such instrument or power of attorney (or a notarially certified copy of such power of attorney) is deposited or delivered in a manner so permitted. A member is not precluded from attending the meeting in person after lodging the instrument of proxy; however, such attendance shall automatically revoke the authority granted to the proxy.

22.10 A vote given or poll demanded by proxy or attorney or by the duly authorised representative of a corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

23. Representatives of corporations

23.1 Any corporation which is a Member may by resolution of its board of directors or other governing body authorised such person as it thinks fit to act as its representative at a particular meeting or at all meetings of the Company or of any class of Members.

23.2 A person so authorised shall in accordance with his authority and until his authority is revoked by such corporation be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and reference to 'duly authorised representative' in these Articles shall refer to such person so authorised.

24. Directors

24.1 Unless otherwise determined by the Company in general meeting, the number of Directors (other than alternate Directors) shall not be subject to any maximum but must not be less than 2.

24.2 Subject to these Articles, the Directors shall be paid by way of fees for their services in such fixed sum (if any) as shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine. Provided always that:

24.2:1 Directors' fees payable to Directors not holding any executive office in the Company shall be a fixed sum and shall not be payable by a commission on or percentage of profits or turnover;

- 24.2:2 Salaries and other emoluments payable to Directors holding executive office in the Company need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission or on a percentage of turnover;
 - 24.2:3 all remuneration payable to Directors shall be deemed to accrue from day to day;
 - 24.2:4 fees payable to Directors shall not be increased except pursuant to a resolution passed by the Company in general meeting, where notice of the proposed increase has been given in the notice convening the meeting;
 - 24.2:5 any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.
- 24.3 The Directors may be paid all travelling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committees of Directors or general or other meetings of the Company or in connection with the business of the Company.
- 24.4 The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:
- 24.4:1 render any special or extra services to the Company; or
 - 24.4:2 to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.

Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director in addition to or in substitute for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits, or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover.

- 24.5 There shall be no shareholding qualification for Directors.

25. Alternate Directors

- 25.1 Any Director (other than an alternate Director) may appoint any person approved by a majority of his co-Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
- 25.2 An alternate Director shall be entitled:
 - 25.2:1 to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member;
 - 25.2:2 to attend and vote at any such meeting at which the Director appointing him is not personally present;
 - 25.2:3 (in his appointor's absence from Malaysia) to sign any resolution in writing under Article 34.8 and documents to be or which may be signed by him and to sign on his appointor's behalf, documents to be signed by his appointor as a Director;
 - 25.2:4 to generally perform all the functions of his appointor as a Director in his absence from Malaysia.
- 25.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director, but, if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately before his retirement shall continue after his reappointment.

- 25.4 Any appointment or removal of an alternate Director shall be by notice to the Company (deposited at the Office) signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

26. Powers of the Directors

- 26.1 Subject to the Act, the Memorandum of the Company and these Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or these Articles shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 26.2 Any sale or disposal by the Director of a substantial portion of the Company's main undertaking or properly shall be subject to ratification by shareholders in general meeting.
- 26.3 All cheques, promissory notes, drafts, bills of exchange and other instruments (whether negotiable, transferable or not), and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) by any 2 Directors or in such other manner as the Directors may from time to time by resolution determine.

27. Borrowing powers of Directors

- 27.1 Except as provided by Article 27.2, the Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the Company or any other party.
- 27.2 The Directors shall not borrow any money or mortgage or charge any of the Company's or its Subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.
- 27.3 The Company shall keep a 'register of charges' in accordance with Section 115 of the Act. No fee shall be charged for any inspection of such register by a Member or a creditor of the Company.

28. Delegation of Directors' powers

- 28.1 The Directors may delegate to:
- 28.1:1 any committee appointed under Article 28.2;
 - 28.1:2 any executive director of the Company;
 - 28.1:3 any local board established under Article 28.3;
 - 28.1:4 any agent or agency appointed under Article 28.3;
 - 28.1:5 any attorney appointed under Article 28.4,

such of the powers, authorities and discretion vested in the Directors on such terms and to such extent as the Directors may from time to time consider appropriate (including, the power to sub-delegate). Any such delegation may be annulled or varied by the Directors at any time but no person dealing in good faith and without notice of such annulment or variation shall be concerned with or affected by it.

- 28.2 The Directors may delegate any of their powers to committees consisting of such Director or Directors 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. Any committee shall have power, unless the Directors direct otherwise, to co-opt as a member or members of the committee for any specific purpose any person or persons, provided however that the majority of members of any committee shall be Directors. 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 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting. A committee may meet and adjourn as its members think fit. Questions arising at any meeting shall be determined by a majority vote. In the case of an equality of votes, the chairman shall have a second or casting vote. A committee shall only be quorate if a majority of those persons present are Directors. Subject to the above, the meetings and proceedings of a committee shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Directors so far as they are applicable to the same and are not suspended by any regulations imposed by the Directors.
- 28.3 The Directors may establish any local boards or agencies for managing any of the affairs of the Company in Malaysia or elsewhere, and may appoint their members and fix their remuneration and they may delegate to any local board, manager or agent any of the powers, authorities and discretion vested in the Directors with power to sub-delegate, and may authorise the members of any local board or any of them, to fill vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and conditions as the Directors think fit. The Directors may remove any person so appointed, or annul or vary any such delegation but no person dealing in good faith and without notice of the annulment or variation shall be affected.
- 28.4 The Directors may by power of attorney under the seal appoint any corporation, firm or individual, or any fluctuating body of persons, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those exercisable by the Directors) and for such period and on such terms as to remuneration and otherwise as they may think fit with or without power to sub-delegate.

29. Appointment and retirement of Directors

- 29.1 At the first annual general meeting after the adoption of these Articles, all the Directors (except a managing director) shall retire from office, and at every subsequent annual general meeting, one-third of the Directors who are subject to retirement by rotation such that each Director shall retire from office once in every 3 years or, if their number is not 3 or a multiple of 3, the number nearest to one-third shall retire from office, and if there is only 1 Director who is subject to retirement by rotation, he shall retire. For the purpose of this Article 29.1, the managing director shall be deemed to be required to retire from office at the first annual general meeting after the date this Article is approved, under the provisions of such Articles and thereafter he shall retire from office once in each 3 years but shall be eligible for re-election.
- 29.2 Subject to the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
- 29.3 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy, the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

- 29.4 No person (except a retiring Director (whether by rotation or otherwise) shall be eligible for election to the office of Director at any general meeting unless:
- 29.4:1 a Member intending to propose him has at least 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, or the intention of such Member to propose him; or
- 29.4:2 in the case of a person recommended by the Directors for election, such notice referred to in Article 29.4:1 may be left at The Office 9 clear days before the meeting, and notice of each and every candidature for election to the board of Directors shall be served on the Members at least 7 days before the meeting at which the election is to take place
- 29.5 Subject to Article 29.4, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.
- 29.6 The Directors may appoint a person who is willing to act as Director, either to fill a casual vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election, and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting.
- 29.7 Subject to the above, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.
- 29.8 The remaining Directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to these Articles, the remaining Directors may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or to summon a general meeting of the Company.

30 Disqualification and removal of Directors

- 30.1 The Company may by ordinary resolution remove any Director before his period of office expires, and may by ordinary resolution appoint another in his place. The person so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election, and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting.
- 30.2 The office of a Director shall become vacate if during his term of office, the Director:
- 30.2:1 he becomes bankrupt or enters into any arrangement or composition with his creditors generally;
- 30.2:2 he ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;
- 30.2:3 becomes of unsound mind or lunatic in Malaysia or elsewhere or an order is made by any court or order competent authority claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a committee or other person (by whatever name called) to exercise powers with respect to his property and/or affairs
- 30.2:4 he is removed from office by ordinary resolution of the Company;

- 30.2:5 he is convicted of any offence (whether in Malaysia or elsewhere) in relation to the offences under the Act or the securities laws as defined in the Listing Requirements;
- 30.2:6 not being a director whose contract precludes resignation:
 - 30.2:6.1 he resigns his office by notice in writing to the Company delivered to the Office; or
 - 30.2:6.2 he offers to resign whether or not in writing and the Directors resolve to accept such offer;

31. Directors' and employees' benefits

31.1 Subject to the Act, the Directors may:

- 31.1:1 procure the establishment and maintenance of or participation in or contribution to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of; or
- 31.1:2 pay, provide for or procure the grant of donations, gratuities, pensions, allowances, bonuses, loans, credit, benefits or emoluments to; or
- 31.1:3 procure the establishment and subsidy of or subscription and support to any institutions, associations, clubs, funds or trusts calculated to advance the interests and well being of or for the benefit of; or
- 31.1:4 pay for or towards the insurance of,

any Directors (whether or not he holds or has held any executive office or employment with the Company or any other person referred to in Articles 31.1:5 and 31.1:6, officers and employees and former Directors, officers and employees of:

31.1:5 the Company; or

31.1:6 any body corporate which is or has been a Subsidiary of the Company, and any member of his family (including, a spouse and former spouse, his child and parents) or any person who is or was dependant on him.

31.2 Subject to the Listing Requirements and the Act, the Directors may establish, maintain and give effect to any scheme approved by the Company in general meeting for the allotment of or the grant of options to subscribe for shares of the Company to any Directors, officers or employees of:

31.2:1 the company; or

31.2:2 any body corporate which is or has been a Subsidiary of the Company,

and may exercise all the powers given to them by such scheme (including (without limitation) any power to alter or add to the provisions of such scheme) and these Articles shall be deemed to be modified as far as may be necessary to give effect to such scheme for the time being in force in respect of any share or shares for the time being in issue or under option subject to such scheme.

31.3 The Directors may procure that any of the matters referred to in Articles 31.1 and 31.2 be done by the Company either alone or in conjunction with any other person.

32. Managing and executive directors

- 32.1 Subject to the Act, the Directors may appoint 1 or more of their number to any executive office (by whatever title it is known) including (without limitation) that of managing director, joint, deputy or assistant managing director and may procure the Company to enter into a contract or arrangement with him for his employment or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, contract or arrangement may be made (subject to these Articles) on such terms as to remuneration and otherwise as the Directors think fit. A managing director shall be subject to the control of the board of Directors. A Director may be appointed to hold more than one executive office at a time.
- 32.2 The appointment of a managing director or joint, deputy or assistant managing director shall terminate if he ceases to be a Director, but without prejudice to any claim for damages which he may have for breach of any contract of service. The tenure by a Director of any other executive office or appointment shall not terminate on his ceasing to be a Director unless the terms of his appointment expressly otherwise provide.

33. Directors' interests

- 33.1 Subject to the Act, and provided that he has disclosed to the Directors the nature and extent of any material personal interest or duty interest of his, a Director notwithstanding his office:
- 33.1:1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 33.1:2 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
- 33.1:3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate (unless the Company by ordinary resolution determines otherwise) and no transaction or arrangement shall be liable to be avoided (whether or not such ordinary resolution is passed) on the ground of any such interest or benefit;
- 33.1:4 may act by himself or his firm in a professional capacity for the Company, and he or his firm (as the case may be) shall be entitled to remuneration for professional service but nothing in these Articles shall authorise a Director or his firm to act as auditor of the Company.
- 33.2 For the purposes of this Article:
- 33.2:1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of person is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- 33.2:2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

34. Proceedings of Directors

- 34.1 Subject to these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall call a Meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall (subject to Article 34.5) have a second or casting vote.

- 34.2 Notice of a meeting of the Directors may be given to a Director personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or who intends to be absent from Malaysia may request the Directors that notices of meetings of Directors during his absence are sent to him in writing at his last known address or any other address given by him to the Company for this purpose. In the absence of a request, it shall not be necessary to give notice of a meeting of Directors to a Director who is absent from Malaysia. A Director may waive notice of a meeting either prospectively or retrospectively.
- 34.3 The quorum for the transaction of the business of the Directors may be fixed by the Directors or the members of the committee (as the case may be) and unless so fixed at any other number shall be 2. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 34.4 The Directors may appoint one each of their number to be Chairman and deputy Chairman of the board of Directors. The Chairman and deputy Chairman may hold any executive office with the Company. The Chairman or (if he is absent or unwilling to act or there is no Chairman) the deputy Chairman shall preside as Chairman of a meeting of Directors. If neither the Chairman or deputy Chairman is present within 15 minutes after the time appointed for the meeting and willing to act (or if there is no Chairman and deputy Chairman), a Director appointed by the Directors present to be Chairman of the meeting shall preside.
- 34.5 When 2 directors form a quorum, the Chairman of a meeting at which only such a quorum is present, or at which only 2 Directors are competent to vote in the question at issue shall not have a casting vote.
- 34.6 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 34.7 A Director or member of a committee of Directors (as the case maybe) may participate in a meeting of Directors or the committee (as the case may be) by means of conference telephone, conference videophone or any communication equipment which allows all persons participating in the meeting to hear each other. A participant shall be deemed to be present at the meeting and shall be entitled to vote or be counted in a quorum accordingly. The meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 34.8 A resolution in writing signed by a majority of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or a committee of Directors (as the case may be) duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate Director in that capacity.
- 34.9 Except as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract, proposed contract, arrangement or other matter in which he has, directly or indirectly, a personal interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- 34.9:1 any arrangement for giving him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its Subsidiaries;

34.9:2 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 or any of its Subsidiaries for which he has assumed responsibilities in whole or in part under a guarantee or indemnity or by the giving of a security.

A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

34.10 Where proposals are under consideration concerning the appointment (including, the fixing or varying of terms of the appointment of 2 or more Directors) to offices or employment within the Company, or any corporation in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and (provide he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own.

34.11 If a question arises at a meeting of Directors or of a committee of Directors as to:

34.11:1 the materiality of the interest of a Director (other than the Chairman of the meeting); or

34.11:2 the entitlement of a Director (other than such Chairman) to vote or be counted in the quorum,

and such question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the Chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the Director concerned as known to such Director has not been fully disclosed to the Directors. If any such question as referred to above arises in respect of the Chairman of the meeting, such question shall be decided by a resolution of the Directors or committee of Directors (as the case may be) (for which purpose such Chairman shall be counted in the quorum but shall not vote on such resolution) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such Chairman as known to such Chairman has not been fully disclosed to the Directors.

35 Secretary

35.1 The secretary or secretaries shall be appointed by the Directors, for such period and on such terms as to remuneration and otherwise as they think fit, and any secretary or secretaries so appointed may be removed by the Directors from office but without prejudice to any claim for damages which he may have for breach of any contract of service.

35.2 The Directors shall have power at any time or times to appoint any person to be temporary, substitute, assistant or deputy secretary, either generally or for some specified purposes.

35.3 Any power of appointment by the Directors shall be subject to the provisions of Section 139A of the Act.

36 Minutes

36.1 The Directors shall cause minutes to be made in books kept for the purpose:

36.1:1 of all appointments of offices made by the Directors: and

36.1:2 of all proceedings at meetings of the Company, of the holders of any class of shares in the company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

36.2 Subject to the Act, any register, index, minute book, book of account or other book required to be kept by these Articles or the Act may be kept by making entries in bound books or by recording them in any other manner including (without limitation) by electronic means. In any case in which bound books are not used, the Directors shall take reasonable precautions for protection against falsification and for facilitating its discovery, protection or reproduction.

36.3 The Directors shall comply with the Act in regard to keeping a register of Directors and secretaries, a register of substantial shareholdings, a register of Directors' share and debenture holdings and such other registers (other than any which the Directors are already obliged to keep under these Articles) as the Act may require the Company to keep.

37. Authentication of documents

37.1 Any Director or the secretary of the Company or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company including (without limitation):

37.1:1 the Memorandum and Articles of Association;

37.1:2 any minutes of or resolution passed by the Company, the Directors, any committee of Directors or any local board;

37.1:3 any books, records, documents and accounts relating to the Company's business,

and to certify copies of or extracts from them as true copies or extracts.

37.2 Any authentication or certification of such Memorandum and Articles of Association, minutes, resolutions, books, records, documents, accounts or any other documents affecting the constitution of the Company in accordance with Article 37.1 shall be conclusive evidence to the extent of the authentication or certification in favour of all persons dealing with the Company in reliance on it.

38 The Company Seal

38.1 The seal shall only be used by the authority of a resolution of the Directors or of a committees of Directors authorised by the Directors.

38.2 Subject to Article 38.3, the instrument to which the Seal is affixed shall be signed by autographically by:

38.2:1 any person authorised by the Directors or a committee of Directors authorised by the Directors (either generally or in relation to specific instruments or instruments of specific descriptions); or

38.2:2 2 Directors; or

38.2:3 1 Director and a secretary.

38.3 The Directors or a committee of Directors authorised by the Directors may:

38.3:1 dispense with autographic signatures of all or any person referred to in Article 38.2 in relation specific instruments or instruments of specific descriptions and substitute such autographic signatures with facsimile signatures affixed or reproduced by a method or system(whether mechanical, electronics or otherwise) approved by the Directors or such committee; or

38.3:2 dispense with all or any of the signatures referred to in Article 38.2 in the case of any certificates for shares, debentures or other securities of the Company.

- 38.4 The Company may exercise the powers conferred by Section 101 of the Act with regard to a duplicate common seal, and such powers shall be vested in the Directors. The provisions in Articles 38.2, 38.3 and 38.5 as to signatures (autographic and facsimile) and the dispensation of signatures shall apply to the affixing of such duplicate seal.
- 38.5 Notwithstanding Article 38.3, the Seal and duplicate common seal shall not be affixed to any instrument (with all signatures (autographic or facsimiles) referred to in Articles 38.2 and 38.3 being dispensed with) unless the method or system of control by the Company on the affixing of the Seal and duplicate common seal with such signatures dispensed with has been approved by the auditors of the Company and a copy of such approval has been forwarded to Bursa Securities.
- 38.6 The Company may exercise the powers conferred by Section 35(8) of the Act with regard to an official seal for use outside Malaysia, and such powers shall be vested in the Directors.

39. Dividends and reserves

- 39.1 The Company in general meeting may by ordinary resolution declare dividends payable to the Members in accordance with their respective rights and priorities out of any lawfully distribution profits, but no dividend shall exceed the amount recommended by the Directors.
- 39.2 Subject to the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regards to dividend as well as on share which confer preferential rights with regard to dividend but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 39.3 Unless otherwise provided by the rights attached to shares or the terms of their issue, all dividends shall be declared and paid proportionately to the capital paid up on the shares on which the dividend is paid, but if any shares are issued on terms providing that they shall rank for dividend as from a specified date or to a specified extent, they shall rank for dividend accordingly. Any dividend or interim dividend may be expressed to be payable on a specified date to persons registered on some earlier date as the holders of the shares in respect of which the dividend is declared, notwithstanding that such persons may not be so registered on the date of the declaration or payment.
- 39.4 A general meeting declaring a dividend or bonus may, on the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets (including (without limitation), paid up shares or debentures of any other company or in any one or more of such ways) and, where any difficulty arises in regard to the distribution, the Directors may settle the same as they think fit and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any Member on the footing of the value so fixed in order to adjust the rights of Member and may vest any assets in trustees.
- 39.5 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 39.6 Subject to the Unclaimed Money Act 1965, the Directors may invest or otherwise make use of any dividend unclaimed for 1 year after having been declared for the benefit of the Company until claimed.

- 39.7 The Directors may deduct from any dividend or bonus 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.
- 39.8 The Directors may retain the dividends or bonuses or interest or other moneys payable in cash in respect of shares in the Company in respect of which any person is, under the provisions of Article 14 entitled to become a Member, or which any person under such provisions is entitled to transfer, until he becomes a Member in respect of the shares or any transfers therein.
- 39.9 A dividend or interest or other moneys payable in cash in respect of shares, may be paid by cheque or warrant sent by post or courier to the registered address of the Member as appears in the Record of Depositors or person entitled to it by reason of the death, bankruptcy or mental disorder of the holder or by operation of law, or to such other address or by other means as directed by the person entitled as the Company may decide. In the case of a Member who is also an employee of the Company or any of its Subsidiaries, the Company may remit any dividend, interest or other moneys referred to above to such Member through the Company's internal postal arrangements. Payment of the cheque or warrant shall be a good discharge to the Company. Every cheque or warrant shall be sent at the risk of the person entitled to the money which it represents.

40 Capitalisation

- 40.1 The Company in general meeting may on the recommendation of the Directors at any time and from time to time resolve to the effect that it is desirable to capitalize all or 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 amount be set free for distribution among the Members or any class of Members who would have been entitled to it if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or in payment in full of unissued shares, debentures of the Company, to be allotted and distributed credited as fully paid among such Members or partly in 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 Article 40.1 be applied only in the paying up of unissued shares to be issued to such Members as fully paid bonus shares.
- 40.2 Where any difficulty arises in regard to any distribution under Article 40.1, the Directors may settle the same as they think expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or any resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem to be expedient to the Directors. The Directors may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect to such distribution and such appointment shall be effective and binding on the Members.

41. Record dates

- 41.1 A resolution declaring a dividend on shares of any class or making provision for any distribution, allotment or issue for the holders of shares of any class (whether a resolution of the Directors or of the Company in general meeting) may specify that the same shall be paid or made (as the case may be) to the persons registered as the holders of such shares at the close of business on a particular date notwithstanding that it may be a date prior to that on which the resolution is passed and the dividend, distribution, allotment or issue shall be paid or made (as the case may be) to them in accordance with their respective holdings so registered but without prejudice to the rights as between transferors and transferees of any such shares in respect of such dividend.

42. Reserves

- 42.1 The Directors may set aside out of the profits of the Company and carry to any reserves such amount as they think fit and the sums represented by such amounts may be applied at the Director's discretion for any purpose to which the profits of the Company may be properly applied, and pending any such application may be either employed in the business of the Company, deposited with any financial institution or invested in such investments or other assets as the Directors may from time to time determine. The Directors may without placing them to reserve carry forward any profits which they may think prudent not to divide.

43. Accounts

- 43.1 The Directors shall cause accounting records to be kept in accordance with the Act.
- 43.2 The accounting records shall be kept at the Office or (subject to the Act) at such other place or places within Malaysia as the Directors think fit and shall always be open to the inspection of any Directors and any other officers of the Company authorised by the Directors.
- 43.3 The Directors may from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounting records of the Company or any of them will be opened to inspection by Members (not being a Director or officer (authorised by the Directors) of the Company) or any other person. No Member (not being a Director or such officer) or any other person shall have any right to inspect any accounting records or other book or document of the Company except:
- 43.3:1 if conferred by the Act or other applicable law; or
- 43.3:2 if ordered by a court of competent jurisdiction; or
- 43.3:3 if authorised by the Directors.
- 43.4 The Directors shall from time to time in accordance with the Act and the applicable Listing Requirements of Bursa Securities of Bursa Securities (if applicable) cause to be prepared and laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act and/or such Listing Requirements (if applicable).
- 43.5 A copy of the reports by the Directors and auditors of the Company, the profit and loss accounts, balance sheets and group accounts (if any) (including all documents required by law to be annexed or attached to all or any of them) in the printed form or in CD-ROM form or in such other form of electronic media shall be sent (not later than 6 Months after the close of the financial year and at least 21 days before the general meeting at which they are to be laid or such other period as may be allowed by the Listing Requirements) to all Members, holders of debentures and all other persons entitled to receive notices of general meetings under the Act or these Articles. The interval between the close of a financial year of the Company and the issue of the annual audited accounts, the directors' and auditors' reports shall not exceed 4 months or such other period as may be allowed by the Listing Requirements. The requisite number of copies of each of these documents (as required by the applicable Listing Requirements of Bursa Securities) shall at the same time be sent to Bursa Securities.
- 43.6 The Directors shall not be bound, unless expressly instructed to do so by a special resolution of the Company in general meeting, to publish any list or particulars of the securities or investments held by the Company or to give any information in relation to such securities or investments to any Member.

44. Audit

- 44.1 The Company shall at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting.

- 44.2 No person may be appointed auditor of the Company if he cannot consent to be appointed auditor under Section 9(1) of the Act. The duties of the auditor or auditors shall be regulated by the Act.
- 44.3 Subject to the Act, all acts done by any person acting as 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.
- 45. Notices and other documents**
- 45.1 Unless expressly provided otherwise in these Articles, any notice to be given to or by any person pursuant to these Articles shall be In Writing except that a notice calling a meeting of the Directors need be In Writing.
- 45.2 The Company may give any notice or other document (including (without limitation), and the documents referred to in Article 43.5) to a Member either:
- 45.2:1 personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address as appearing in the Register or Record of Depositors or (if he has no registered address within Malaysia) to the address (if any) within Malaysia supplied by him to the Company for the giving of the notice to him or by leaving it at that address; or
- 45.2:2 by sending it by courier addressed to the Member at his registered address as appearing in the Register or Record of Depositors or (if he has no registered address within Malaysia) to the address (if any) within Malaysia supplied by him to the Company for the giving of the notice to him.
- 45.3 The Company may also give any notice or document (including (without limitation) share certificates and the documents referred to in Article 43.5) to a Member who is an employee of the Company or any Subsidiary of the Company at his last known place of work in the Company or any Subsidiary by dispatching it through the Company's internal postal arrangements.
- 45.4 The Company may also give any notice to a Member by:
- 45.4:1 telex, facsimile, telegram, electronic mail and other methods of (apart from those referred to above) communicating writing in visible form to his registered address or the number supplied by such Member to the Company 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;
- 45.4:2 advertisement in accordance with Article 45.6.
- 45.5 A Member who has no registered address within Malaysia or who has not supplied to the Company an address within Malaysia for the service of notices shall not be entitled to receive notices from the Company.
- 45.6 Any notice required to be given by the Company to Members and not expressly provided for by these Articles shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement shall be advertised once in nationally circulated Bahasa Malaysia or English daily newspaper.
- 45.7 A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the Meeting and, where requisite, of the purposes for which it was called.
- 45.8 Every person who becomes entitled to a share shall be bound by any notice or document in respect of that share which, before his name is entered in The Record of Depositors, has been duly given to a person from whom he derives his title.

- 45.9 A notice or document shall be deemed given:
- 45.9:1 (in the case of post or courier) on being posted or despatched;
 - 45.9:2 (in the case of delivery by hand) on delivery;
 - 45.9:3 (in the case of delivery through the Company's internal postal despatch arrangements) on despatch.
- 45.10 A notice shall also be deemed given:
- 45.10:1 (in the case of telex, facsimile, telegram, electronics mail or other methods of (apart from those referred to above) communicating writing in visible form) on despatch or transmission;
 - 45.10:2 (in the case of an advertisement referred to in Article 45.7) at noon on the day on which the advertisement appears in the relevant national daily newspaper.
- 45.11 A notice or document shall be deemed:-
- 45.11:1 posted on a certain date if it is proven that an envelope containing a notice or document was properly addressed prepaid and put in the post on that date;
 - 45.11:2 despatched by courier on a certain date if on that date it is left at an office of the person, body or company carrying out the courier service or it is collected by an employee or representative of such person, body or Company;
 - 45.11:3 despatched (in the case of delivery through the Company's internal postal arrangements) on a certain date if it is proven that the Company's records state that such notice or document was despatched on that date.
- 45.12 A notice may be given by the Company to the persons entitled to a share in consequence of the death, bankruptcy or mental disorder of a Member or by operation of law by sending or delivering it in any manner authorised by these Articles for the giving of notice to a Member, addressed to them by name, or by the title of representatives of the deceased, the official assignee, the committee of the estate of such Member or by any appropriate description at the address in Malaysia supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy, mental disorder or operation of law had not occurred. The provisions above of Articles 45.13 shall be without prejudice to the provisions of Articles 43.5.
- 45.13 If a Member is registered on a branch register, any notice or document which is to be given to such Member or persons entitled to a share in consequence of the death, bankruptcy, mental disorder of such Member may (notwithstanding the order provisions of these Articles) be given in any manner authorised by these Articles to the registered address or address supplied by such Member or such person entitled as his address for the service of notices either within Malaysia or the territory in which such branch register is maintained.

46. Winding up

- 46.1 On a winding up of the Company the balance of the assets available for distribution among the Members shall (subject to any special rights attaching to any class of shares) be applied in repaying to the Members the amounts paid up on the shares held by them and any surplus assets will belong to the holders of any issued ordinary shares according to the respective numbers of shares held by them or, if there are no issued ordinary shares, to the holders of any issued unclassified shares according to the respective numbers of shares held by them.

- 46.2 If the Company is wound up, 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 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, value any assets and 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 the assets in trustees on such trusts for the benefit of the Members as he with the like sanction determines, but no member shall be compelled to accept any assets on which there is a liability.
- 46.3 On the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it has been ratified by the shareholders. The amount of such payment shall be notified to all shareholders at least 7 days prior to the meeting at which it is to be considered.

47. Indemnity

Subject to the act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against:

- 47.1 any loss or liability incurred by him arising from or in relation to his office or the performance of his duties except where such loss or liability results from any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company; and
- 47.2 any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

48. Secrecy

- 48.1 No Member shall be entitled to enter or inspect any property of or property occupied by the Company or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret, process which may relate to the conduct of the business of the Company, and which the Directors consider to be inexpedient in the interests of the Members to make available or communicate to the public.

49. Alteration of Articles

- 49.1 The Company shall not (while it is listed on an Official List of Bursa Securities) delete, amend or add to any of these Articles which have previously been approved by Bursa Securities, unless shareholders approval for such deletion, amendment or addition has been sought and obtained.

50. Effects of the Listing Requirements

- 50.1 Notwithstanding anything contained in these articles, if the Listing Requirements prohibit an act being done, the act shall not be done.
- 50.2 Nothing contained in these articles prevents an act being done that the Listing Requirements require to be done.
- 50.3 If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- 50.4 If the Listing Requirements require these articles to contain a provision and they do not contain such a provision, these articles are deemed to contain that provision.

- 50.5 If the Listing Requirements require these articles not to contain a provision and they contain such a provision, these articles are deemed not to contain that provision.
- 50.6 If any provision of these articles is or becomes inconsistent with the Listing Requirements, these articles are deemed not to contain that provision to the extent of the inconsistency.
- 50.7 For the purposes of this articles, unless the context otherwise requires, “Listing Requirement” means the Listing Requirements of Bursa Securities including any amendment to the Listing Requirements that may be made from time to time.

FURTHER INFORMATION**1. RESPONSIBILITY STATEMENT**

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

2. MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any contracts which is or may be material (not being contracts entered into in the ordinary course of business of our Group) during the two (2) years immediately preceding the date of this Circular:-

- (a) Sale and Purchase Agreement dated 20 September 2005 between SMPC and Temasek Berkas Sdn Bhd for the acquisition by SMPC of 500,000 ordinary shares of RM1.00 each, representing 100% of the issued and paid up share capital of Metal Perforators (Malaysia) Sdn Bhd for a total cash consideration of RM9.0 million.
- (b) Sale Sale Agreement dated 31 May 2006 between the wholly-owned subsidiary of the Company, Syarikat Perkilangan Besi Gaya Sdn Bhd ("SPBG") and Mr. Koay Chin Oon, Mr. Loh Kong Hooi and Mr. Loh Tek Wooi for the disposal by SPBG of 510,000 ordinary shares of RM1.00 each, representing 51% of the issued and paid-up capital of Besi Gaya (Klang) Sdn Bhd for a total cash consideration of RM994,500.
- (c) Shareholders' Agreement dated 9 February 2007 between SMPC and Ohmi Industries Limited for the purpose of jointly developing the business of shrearing, cutting, and slitting of metal coils and manufacture of steel components through a subsidiary of the Company, SMPC Industries (India) Private Limited in India.
- (d) Shareholders' Agreement dated 3 March 2007 between wholly-owned subsidiary of the Company, SMPC Industries Sdn Bhd and High Q Pack Industries Co. Ltd for the purpose of setting up a new company in Thailand as the joint venture vehicle to undertake the manufacturing and sale of metal/steel strapping and steel component activities in Thailand.

3. MATERIAL LITIGATION

Our Group has not entered in any material litigation, claims or arbitration, either as plaintiff or defendant and we are not aware of any proceedings pending or threatened against our Group or of any facts likely to give rise to any proceedings which may materially or adversely affect the position or business of our Group, financially or otherwise.

4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours at our Registered Office at Suite 18.05, MWE Plaza, No. 8 Lebuhr Farquhar, 10200 Penang from Mondays to Fridays (except public holidays) from the date of this Circular up to the date of our forthcoming AGM:-

- (i) The existing Memorandum and Articles of Association of the Company;
- (ii) The new Articles of Association of the Company after incorporating the Proposed Amendments;
- (iii) The material contracts referred to Section 2 above;
- (iv) Our Audited Financial Statements for the past two (2) financial years ended 31 January 2006 and 31 January 2007; and
- (v) Our unaudited quarterly financial results for the period ended 30 April 2007.

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