

THE COMPANIES ACT, 1965

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

ALLIANCE ISLAMIC BANK BERHAD

(Company No. 776882-V)

Incorporated on the 13th day of June, 2007

FORM 11

Companies Act, 1965

~~*Section 21 (2)~~

~~*Section 26 (1), (2)~~

~~*Section 28 (9)~~

~~*Section 154 (1)~~

~~*Section 254 (2)~~

Company No.

776882	V
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NOTICE OF RESOLUTION

ALLIANCE ISLAMIC BANK BERHAD

To the Registrar of Companies,

At a general meeting of the members of **ALLIANCE ISLAMIC BANK BERHAD** duly convened and held at 3rd Floor, Menara Multi-Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur on the 24th day of January, 2017, the ~~+special/ +ordinary~~ resolutions set out ~~+below/+~~ in the ~~annexure marked with the letter "A"~~ and signed by me for the purposes of identification ~~+*/was+~~ duly passed/~~+agreed to.~~

**SPECIAL RESOLUTION
AMENDMENT TO ARTICLES OF ASSOCIATION**

RESOLVED THAT the existing Article 125 be deleted in its entirety and be replaced with the following new Article 125:-

"The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may from time to time determine the quorum necessary for the transaction of business. Unless otherwise determined by the Directors, the quorum necessary for the transaction of the business of the Directors shall be a minimum of three (3) attendees or 50% of total board members, whichever is the higher."

Dated this 24th day of January, 2017.



LEE WEI YEN (MAICSA 7001798)
Group Company Secretary

Lodged by : Group Company Secretary
Alliance Financial Group Berhad
3rd Floor, Menara Multi-Purpose, Capital Square
No. 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur
Telephone No. : 03-2604 3333 Fax No. : 03-2694 6200



SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

BORANG 23
AKTA SYARIKAT 1965

[Seksyen 52(3)]

No. Syarikat

776882	V
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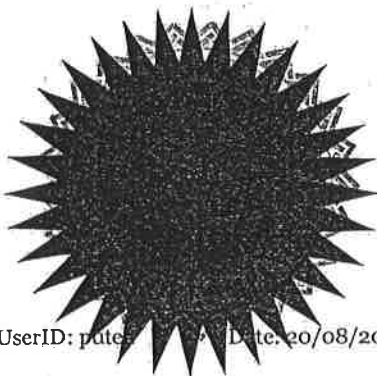
**PERAKUAN DI BAWAH SEKSYEN 52 (3)
AKTA SYARIKAT, 1965, BAHAWA SESEBUAH SYARIKAT
ADALAH BERHAK MEMULAKAN PERNIAGAAN**

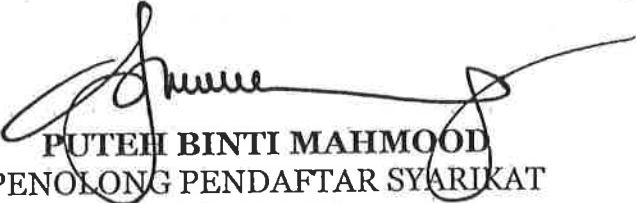
Saya, PUTEH BINTI MAHMOOD, Penolong Pendaftar Syarikat, dengan
ini memperakui bahawa

ALLIANCE ISLAMIC BANK BERHAD

telah, pada hari ini menyerahkan kepada saya Akuan Berkanun yang
dikehendaki di bawah peruntukan-peruntukan Seksyen 52 (2) (c)
Akta Syarikat, 1965 dan bahawa syarikat tersebut adalah berhak
memulakan perniagaan dan menjalankan kuasa meminjamnya.

Diberi di bawah tandatangan saya pada 20 haribulan Ogos 2007.




PUTEH BINTI MAHMOOD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA

UserID: puteh Date: 20/08/2007 10:20:16



SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

BORANG 8
AKTA SYARIKAT 1965

[Seksyen 16(4)]

No. Syarikat

776882	V
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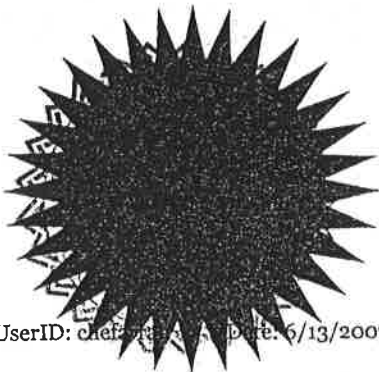
PERAKUAN PEMERBADANAN SYARIKAT AWAM

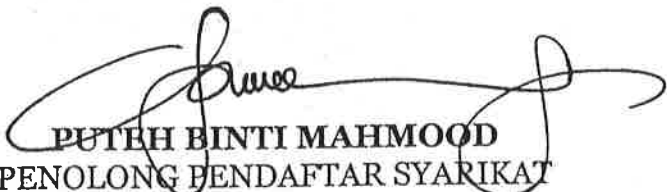
Adalah diperakui bahawa

ALLIANCE ISLAMIC BANK BERHAD

telah diperbadankan di bawah Akta Syarikat 1965, pada dan mulai dari 13 haribulan Jun 2007 dan bahawa syarikat ini adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur pada 13 haribulan Jun 2007.




PUTEH BINTI MAHMOOD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA

UserID: chief... Date: 6/13/2007 10:51:15 AM

THE COMPANIES ACT, 1965

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ALLIANCE ISLAMIC BANK BERHAD

1. The name of the Company is "ALLIANCE ISLAMIC BANK BERHAD".
2. The registered office of the Company will be situated in Malaysia.
3. All businesses of the Company will be transacted in accordance with Shariah principles, rules and practices.
4. The objects for which the Company is established and for which they shall conform to Shariah principles are:
 - (a) To establish and carry on the business of an Islamic Bank, whereof the head office or place of business shall be located in Malaysia, with such branches or agencies in any part of the world as may from time to time be determined and also to carry on the Islamic banking and financing businesses in all its branches and departments and to transact and do all matters and things incidental thereto, or which may from time to time hereafter at any place where the Company shall carry on business as usual in connection with the Islamic banking business.
 - (b) To borrow, raise or take up money; finance, lend or advance money with or without security; discount, buy, sell, deal in bills of exchange, promissory notes, coupons, drafts, bills, bills of lading, warrants, certificates, scripts and other instruments and Islamic securities, whether transferable or negotiable or not; granting and issuing letters of credit and circular notes; buying, selling and dealing in exchange, bullion and specie; acquiring, holding, issuing on commission, underwriting and dealing with stocks, funds, shares, and other Islamic securities, obligations, deferred payment agreement, discount, credit facilities in respect of any property and investment of all kinds, the negotiating of loans and advances, receiving money and valuables on deposit, or for safe custody, or loan; collecting and transacting money right in respect of lease, surrender, exchange, convert, mortgage, sell, turn to account, dispose of, acquire, construct, develop and otherwise deal with, property and produce of all kinds and in particular in lands, houses, buildings and immovable property of any tenure, of any interest therein and any movable property of any description, or any interest therein property through all means including innovative delivery channels and transacting all kinds of agency business, shall carry on business of capitalists, financiers and concessionaires, merchants and advisers; and to undertake, carry on and execute all kinds of financial, commercial, trading, monetary transactions and similar operations commonly transacted by Islamic banks.




- (c) To carry on or be interested in all kinds of takaful business, hire purchase business, investment banking, offshore banking or other undertakings, or operations commonly carried on or undertaken by bankers, capitalists, promoters, financiers or concessionaires, and any other business of any kind whatsoever which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or facilitate the realization of the development of or render profitable, any of the Company's property or rights and to manage and/or finance, acquire, develop, dispose of real and personal properties and investments either for the Company or others or in joint venture with others; and do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise and either alone or by or through trustees, agents, or otherwise, or in conjunction with others; to carry out strategic direct investments for income growth and long term expansion strategies and do all such other things as are incidental or conducive to the attainment of the above objects or any of them; and to distribute any of the property of the Company among the members in specie or otherwise.

The Objects specified in each of the paragraphs in this Memorandum shall be regarded as independent objects, and accordingly shall be in no way limited or restricted (except when otherwise expressed in such paragraph), by reference to the objects indicated in any other paragraph or name of the Company, but may be carried out in as full and ample manner and construed in as wide a sense as if the said paragraphs defined the objects of a separate, distinct and independent company so long as they are not contrary to the religion of Islam.

And it is hereby declared that the word "company" in the clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated.

5. The powers of a company contained in the Third Schedule of the Companies Act, 1965 shall apply to the Company.
6. The liability of the members of the Company is limited.
7. The capital of the Company is RM500,000,000.00 divided into 500,000,000 ordinary shares of RM1.00 each with power for the Company to increase, subdivide, consolidate or reduce such capital, and to issue any part of its capital, original, or increased, with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.
8. For the purpose of this Memorandum:-
 - i) "Islamic Bank" means any company which carries on Islamic banking and financing business and holds a valid licence issued by Bank Negara Malaysia; and all the offices and branches in Malaysia of such bank shall be deemed to be one bank.
 - ii) "Islamic banking business" means banking and financing business whose aims and operations do not involve any element which is not approved by the Religion of Islam and as allowed under Islamic Banking Act or other regulatory bodies from time to time.

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
<p>ALLIANCE BANK MALAYSIA BERHAD (Company No: 88103-W) 3rd Floor, Menara Multi-Purpose Capital Square No 8 Jalan Munshi Abdullah 50100 Kuala Lumpur</p>	<p>ONE (1)</p>
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <hr/> <p>BRIDGET ANNE CHIN HUNG YEE I.C. No. 550516-12-5020 Group Chief Executive Officer/ Executive Director</p> </div> <div style="text-align: center;">  <hr/> <p>LEE WEI YEN (MAICSA 7001798) I.C. No. 650122-07-5655 Group Company Secretary</p> </div> </div> <div style="margin-top: 20px;">  <hr/> <p>YAHYA BIN IBRAHIM I.C. No. 571107-01-5579 Senior Vice President, Head Islamic Banking No 34 Lorong Limau Manis 2 Bangsar Park 59000 Kuala Lumpur</p> </div>	<p>ONE (1)</p>
<p>Total number of shares taken</p>	<p>Two (2)</p>

Dated this 1st day of June, 2007

Witness to the above signatures:-


 MOHD RIDZWAN BIN ABDUL RAZAK
 I.C. No. 641205-10-7005
 3rd Floor, Menara Multi-Purpose
 Capital Square
 No. 8 Jalan Munshi Abdullah
 50100 Kuala Lumpur

THE COMPANIES ACT, 1965

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ALLIANCE ISLAMIC BANK BERHAD

TABLE "A" EXCLUDED

Table "A" not to apply.

1. The regulations in Table "A" in the Fourth Schedule to the Companies Act 1965 shall not apply to the Company except insofar as the same are repeated or contained in these Articles.

INTERPRETATION

Interpretation Meanings.

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

"the Act"	– the Companies Act 1965 or any statutory modification, amendment or re-enactment thereof for the time being in force.
"these Articles"	– the Articles of Association or other regulations of the Company, for the time being in force;
"BNM"	– Bank Negara Malaysia.
"the Board"	– the Board of Directors of the Company or (if the context so requires) the Directors assembled at a meeting of the Board of Directors;
"the Company"	– Alliance Islamic Bank Berhad;
"the Directors"	– the directors for the time being of the Company as a body or a quorum of the directors present at a meeting of the directors;
"Dividend"	– includes bonus;
"Member or Shareholder or holder of shares or any like expression"	– Any person/s for the time being holding shares in the Company and whose name/s appear in the Register of Members.
"Month"	– Calendar month.
"the Office"	– the registered office of the Company;
"the Register of Members"	– The Register of Members to be kept in pursuance of the Act.
"RM"	– Ringgit Malaysia denoting Malaysian currency.
"the Seal"	– the common seal of the Company;
"Secretary"	– Any person or persons appointed to perform the duties of a secretary of the Company and shall include a joint secretary.

- "Special Resolution" – Has the meaning assigned to it in the Act.
- "in writing or printing" – Words printed, lithographed, photographed, typewriting represented or reproduced in any mode in a visible form.
- "Year" – Calendar year.

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

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

Words importing persons shall include corporations.

Subject as aforesaid, any word defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

CONVERSION OF SHARES INTO STOCK

Conversion of shares into stock.

3. The Company by ordinary resolution may convert any paid-up shares into stock, and may reconvert any stock into paid-up shares of any denomination. When any shares have been converted into stock, the several holders of such stock may, thenceforth, transfer their respective interests therein or any such interests, in the same manner and subject to the same regulations as and subject to which fully paid-up shares in the Company's capital may be transferred, or as thereto as circumstances will admit. But the directors may from time to time, if they think fit, fix the minimum amount of stock transferable, and direct that fractions of a dollar shall not be dealt with, but with power, nevertheless, at their discretion to waive such rules in any particular case provided that the minimum so fixed shall not be greater than the nominal amount of the share from which the stock arose.

Rights of Stockholders.

4. The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at meetings of the Company, and for other purpose, as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted, but so that none of such privileges or advantages, except that participation in profits of the Company, or in the assets of the Company on a winding up, shall be conferred by any such aliquot part of stock as would not if existing in shares, have conferred such privileges or advantages. Save as aforesaid, all the provisions herein contained shall, as far as circumstances will admit, apply to stock as well as to shares.

SHARES

Shares under control of Directors.

5. The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors. Subject as aforesaid the shares shall be under the control of the Directors who may, subject to the Company's Memorandum and Articles and any provision in the Act allot and issue the same to such persons on such terms and conditions and at such time as the Directors think fit and with full power to give any person the call of any shares either at par or at a premium and for such consideration as the Directors think fit. No part of the funds of the Company shall be employed in the purchase of shares of the Company or in loans upon the security thereof.

Share paid by installments.

6. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installments every such installments shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share, or his legal personal representatives.

Exercise of rights of members.

7. No person shall exercise any rights of a Member until his name shall have been entered in the Register of Members and he shall have paid all calls and other moneys for the time being due and payable on any share held by him.

Joint holders.

8. If two or more persons are registered as joint holders of any share any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.

Trusts not to be recognised.

9. Except as required by law, no person shall be recognised by the Company as holding any shares upon any trust, and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any shares, or (except as provided by these Articles) any interest in any fractional part of a share, or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARIAH COMMITTEE

Shariah Committee

10. The Board shall establish a Shariah Committee in accordance with any written law and/or guidelines on the matter, whose members are made up of qualified persons as may be approved by the BNM or other bodies incorporated for such purposes to advise the Company on the operations of its banking business in order to ensure that they do not involve any element which is contrary to the religion of Islam/Islamic/Shariah law. The Company to the extent permitted by relevant laws, guidelines, directives, regulations, orders and rulings which the Company is subject to, shall adhere to and comply with the advice of the Shariah Committee and where applicable, the rulings of the National Shariah Advisory Council at BNM and/or the Shariah Advisory Council at the Securities Commission on any matter as regards its business so as to ensure that its business do not include any element which is not approved by Shariah law.

DISPOSAL OF SHARES OF SHAREHOLDER WHOSE WHEREABOUTS UNKNOWN

Untraceable shareholders.

11. Where by the exercise of reasonable diligence the Company is unable to discover the whereabouts of a shareholder for a period of not less than ten years from the date that the Company is first unable to trace such shareholder the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Register of Members as the address of the shareholder stating that the Company after the expiration of one month from the date of the advertisement intends to transfer the shares to the Minister charged with responsibility for finance.

12. If after the expiration of one month from the date of the advertisement the whereabouts of the shareholder remains unknown, the Company may transfer the shares held by the shareholder in the Company to the Minister charged with the responsibility for finance and for the purpose may execute for and on behalf of the owner a transfer of those shares to the Minister charged with responsibility for finance.

LOSS OR DESTRUCTION OF CERTIFICATES

Lost or destroyed certificates.

13. Where a certificate or other documents of title to shares or other Islamic Securities is lost or destroyed, the Company shall on payment of a fee not exceeding RM3.00 as the Directors may from time to time determine, issue a duplicate certificate or document in lieu thereof to the owner on his application accompanied by:

- (a) a statutory declaration that the certificate or document has been lost or destroyed, and has not been pledged sold or otherwise disposed of, and if lost, that proper searches have been made; and
- (b) an undertaking in writing that if it is found or received by the owner will be returned to the Company.

14. Where the value of the shares or other Islamic securities represented by the certificate or documents is greater than RM500.00, the Directors of the Company may, before accepting an application for the issue of a duplicate certificate or document, require the applicant:

- (a) to cause an advertisement to be inserted in a newspaper circulating in a place specified by the Directors stating the certificate or document has been lost or destroyed and that the owner intends after the expiration of fourteen (14) days after the publication of the advertisement to apply to the Company for a duplicate; or
- (b) to furnish a bond for an amount equal to at least the current market value of the shares or other Islamic securities indemnifying the Company against loss following the production of the original certificate or document;

or may require the applicant to do both of those things.

Replacement of damaged or lost certificates.

15. If any share certificate shall be damaged, defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery of the old share certificate and in any case on payment of such sum not exceeding RM3.00 as the Directors may from time to time require.

SHARE CERTIFICATES

Issue of share certificates.

16. Each Member shall be entitled without payment to receive within two (2) months after allotment or within one (1) month after lodgment of transfer (unless the conditions or issue provide for a longer interval) one (1) certificate issued under the seal of the Company for all the shares registered in his name, specifying the number and denoting numbers of the share in respect of which it is issued and the amount paid up thereon; provided that in the case of joint holders the Company shall not be bound to issue more than one (1) certificate to all joint holders and delivery of such certificate to any one of them shall be sufficient delivery to all. Every such certificate shall be signed by one (1) director and countersigned by the secretary or a second director or some other person appointed by the directors.

CALLS AND LIEN ON SHARES

Calls.

17. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares or on any class of their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times; and each Member shall (subject to his having been given at least fourteen (14) days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be made payable by installments. A call may be revoked or postponed as the Directors may determine. A call shall be deemed to have been made at the time when the resolution of the directors authorising the calls was passed.

18. Subject to any special conditions on which any shares have been issued, each Member shall be liable to pay any call made on him and any installment presently payable by him at the time and place appointed by the Directors.

Liability of joint holders.

19. The joint holders of a share shall be jointly and severally liable to pay all calls and installment in respect thereof and any compensation payable and any profit accrued thereon.

Compensation charges on unpaid calls.

20. If before or on the day appointed for payment thereof a call or installment payable in respect of a share is not paid without given reasonable explanation and whereby the Company has relied on the undertaking party, the person from whom the same is due shall bear all expenses reasonably incurred by the Company, if any, arising from such non-payment. The Directors may waive payment of such compensation charges wholly or in part.

Sums payable on allotment deemed a call.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium, shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of profit and expenses, forfeiture and the like, and all other relevant provisions of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

Difference in arrangements as to calls.

22. The Directors may from time to time on the issue of shares differentiate between the holders of such shares as to the amount of calls or installments to be paid in the time of payment of such calls or installments.

Profit on payments in advance of calls.

23. Any moneys received from any Member to the Company before call is being made may be accepted by the Directors at their discretion as loan to the Company and profit or such rate may be paid at the discretion of the Directors. If moneys received from any Member before call is being made and accepted as part of capital payment for shares owned by the Members, then dividend will be paid to the said Member.

Calls to be fully paid before receiving dividend.

24. No Member shall be entitled to receive any dividend or to exercise any privileges as a Member until he shall have paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person together with profit and expenses (if any).

Paramount lien.

25. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the names of any Member either alone or jointly with any other person for his debts, liabilities and engagements whether solely or jointly with any other person, to or with the Company, whether the period for the payment fulfillment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempted, wholly or partially from the provisions of this Article.

Enforcement of lien.

26. The Company may sell the shares at reasonable price subject to any lien at such time or times and in such manner as the Directors think fit, any shares on which the Company has lien, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability of engagement in respect of which such lien exists is liable to be presently fulfilled or discharged and until a demand and notice in writing stating the amount due or specifying the engagement and demanding payment or fulfillment or discharge thereof, and giving notice of intention to sell in default shall have been served on such Member or on the persons (if any) entitled by reason of his death or bankruptcy to the shares and default in payment, fulfillment or discharge shall have been made by him or them for fourteen (14) days after such notice.

Transfer on sale.

27. The purchaser of any share so sold shall on a proper transfer being delivered to the Company be registered as the holder of such shares and the Directors may authorize the transfer of such shares to the purchaser.

Effect of sale.

28. No purchaser shall be bound or concerned to inquire into the application of the purchase money or the regularity of the sale but the remedy of any one injured by a sale wrongly made in purported exercise of such power of sale shall be in damages against the Company only.

Application of proceeds.

29. All moneys received on any such sale shall after payment of any prior encumbrance be applied firstly in payment of all costs of such sale and of any attempted sale and secondly in payment of all moneys charged on the shares by virtue of such lien and presently payable and subject to such payment the balance shall (subject to a like lien for sums not presently payable as existed on the shares prior to the sale) be paid to the person who was entitled to such shares immediately prior to the date of such sale.

TRANSFER OF SHARES

30. Subject to the restriction of these Articles shares shall be transferable but every transfer shall be in writing in the prescribed form pursuant to the Act, and shall be left at the Office accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may reasonably require to show the right of the transferor to make the transfer.

Transferor deemed holder until registered.

31. The instrument of transfer of a share shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

Directors may refuse to register.

32. The Directors may with reasonable valid reasons or grounds decline to register any transfer of shares to any person and may also decline to register any transfer of shares on which the Company has a lien.

Register of Transfer.

33. The Company shall provide a book to be called the "Register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

Register may be closed.

34. The transfer books and Register of Members and Islamic securities holders (if any) may be closed during such time as the Directors think fit, not exceeding in the whole thirty (30) days in each year.

Transmission on death of Member.

35. The executors or administrators of a deceased shareholder not being one of several joint holders shall be the only persons recognized by the Company as having any title to the share. In the case of a share registered in the names of two or more holders the survivors or the executors, administrators of the deceased shall be the only persons recognized by the Company as having any title to the share, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

Production of evidence of title before registration.

36. Any person becoming entitled to a share in consequence of the death or bankruptcy or insolvency or winding up of a Member may upon such evidence being produced as may from time to time be required by the Directors be registered as a Member in respect of the share or instead of being registered himself to make such transfer of the share as the deceased or bankrupt or insolvent person could have made but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt or insolvent person before the death or bankruptcy or insolvency. Before recognizing any executor or administrator, the Directors may require him to take out probate or letters of administration as evidence.

Person entitled by transmission may receive dividend before registered but not vote.

37. A person entitled to shares by reason of the death or winding up or bankruptcy of the holder shall until he transfers or is registered as a Member in respect of such shares be entitled to the same dividends and other advantages to which he would be entitled if he was the registered holder of such shares except that he shall not without being registered as a Member in respect of such shares be entitled in respect of them to exercise any right of membership in relation to meetings of the Company.

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

38. When a person has been registered as a Member of the Company as a result of a transmission or where a Member of the Company has been adjudicated a bankrupt or where a Member of the Company being a corporation is the subject of a winding up order the Directors may call upon such person or the trustee in bankruptcy of such bankrupt Member or the liquidator in the winding up of such corporation to transfer the share or shares of the bankrupt Member to such Member of the Company (hereinafter called the "purchasing Member") as the Directors may think fit, within such time or times as shall be appointed by the Directors, the price (hereinafter called the "purchase money") to be paid for such shares shall be a fair value as certified by the auditor of the Company whose decision shall be final, and if such person or trustee in bankruptcy of such bankrupt Member or the liquidator in the winding up of such corporation shall fail to do so, the Directors shall have the right or power to cause such shares to be transferred to the purchasing Member and on such transfer or transfers being effected the Company shall hold the purchase money in trust for such person or the trustee in bankruptcy of such Member or the liquidator in the winding up of such corporation. The receipt by the Company of the purchase money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person. In so certifying the value of each share the auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly the Arbitration Ordinance shall not apply. Pending the registration, the Member shall have all rights and privileges such as receiving of dividend.

FORFEITURE OF SHARES

Notice to be given of intended forfeiture.

39. If any Member fails to pay the whole or any part of any call or installment of a call on or before the day appointed for the payment thereof the Directors may at any time thereafter, during such time as the call or installment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or installment, or such part thereof as shall then be unpaid and the said Member may be asked to bear any expenses or loss that may have been reasonably incurred by the Company due to such non-payment in the absence of any reasonable explanation as to the said non-payment.

Particulars to be set out in notice.

40. The notice shall name a further day (not earlier than expiration of fourteen (14) days from the date of the notice) on or before which such call or installment, or such part as aforesaid, and all expenses that have been reasonably incurred by reason of such non-payment are to be paid. It shall also name the place where payment is to be made and shall state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which such call was made or installment is payable will be liable to be forfeited.

Failure to be by resolution of Directors on non-compliance.

41. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared.

Notice of forfeiture to be given and entered in register of Members.

42. When any share has been forfeited in accordance with these Articles notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by reason of his death or bankruptcy as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the Register of Member opposite to the share.

Shares forfeited belonging to the Company.

43. Every share which shall be forfeited shall thereupon become the property of the Company and may either be cancelled or sold or otherwise disposed of, either to the person who was before forfeiture the holder thereof or entitled thereto or to any person, upon such terms and in such manner as the Directors shall think fit.

Amendment of forfeiture.

44. Notwithstanding any such forfeiture as aforesaid the Directors may at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon payment of all calls and expenses reasonably incurred in respect of the share and upon such further terms (if any) as they shall see fit.

Compensation recoverable after forfeiture.

45. A shareholder whose shares have been forfeited based on reasonable and equitable grounds and without any acceptable reasons from the shareholder, may be required to compensate the Company for any loss or expenses by non-payment of calls without any acceptable reasons.

Consequence of forfeiture.

46. The forfeiture of a share shall involve the extinction at the time of the forfeiture of all profit in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company except only such of those rights and liabilities as are by these Articles expressly saved or as are by the Act given or imposed in the case of past Members.

Statutory declaration in writing to be conclusive evidence of facts of forfeiture and consequences.

47. A statutory declaration in writing that the declarant is a Director of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof shall constitute a good title to such share on a proper transfer being delivered to the Company, and a certificate of proprietorship shall be delivered to a purchaser and his name shall be entered in the Register of Members and thereupon he shall be deemed the holder of such share discharged from all calls or installments or other sums due prior to such purchase and he shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by an act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, or disposal of the share. The Director may authorize any person to execute a transfer of any share so sold to the purchaser.

ALTERATION, REDUCTION AND INCREASE OF CAPITAL

Consolidation, sub-division and cancellation of shares.

48. The Company may from time to time by ordinary resolution in General Meeting:

- (a) Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares.
- (b) Sub-divide its existing shares, or any of them, into shares of smaller amounts than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of Section 62(1)(d) of the Act.
- (c) 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.

Reduction of share capital.

49. The Company may from time to time by Special Resolution reduce its share capital and any capital redemption reserve fund or any share premium account in any manner authorized by the Act and subject to any consent required by law.

Company may increase its capital.

50. The Company may from time to time by ordinary resolution passed at a General Meeting of the Company, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully called up or not, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company in General Meeting directs and the Company may in such General Meeting direct that such new shares or any of them may have such preference of priority over the then existing shares of the Company and such rights and privileges be different from those of such existing shares they may think expedient.

Unissued original and new shares to be offered to Members in proportion to their holdings.

51. Subject to any direction to the contrary that may be given by the Company in General Meeting, any original shares for the time being unissued and any new shares from time to time to be created, shall before they are issued, be offered to the Members in proportion as nearly as may be to the number of shares held by them. Such offer shall be made by notice specifying the number of shares to which the Member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the Member to whom such notice is given that he declines to accept the shares offered, the Directors may, subject to the provisions of these Articles dispose of the same in any manner which they think beneficial to the Company. The Directors may in like manner dispose of any such new or original shares as aforesaid which, by reason of the ratio borne by them to the number of persons entitled to such as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinabove provided.

New shares subject to same provisions as original shares.

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

GENERAL MEETINGS

Annual General Meeting.

53. The Directors shall convene an Annual General Meeting to be held once at least in every calendar year at such time, not being more than fifteen (15) months after the holding of the last preceding Annual General Meeting, but so long as the company holds its first General Meeting within eighteen (18) months of its incorporation, it need not hold one in the year of its incorporation, or in the following year, and at such place as may be determined by the Directors. Such General Meeting shall be called "Annual General Meeting".

Extraordinary General Meetings.

54. Every General Meeting of the Company other than the "Annual General Meeting" shall be called "Extraordinary General Meeting".

55. The Directors shall call an Extraordinary General Meeting whenever they think fit.

Requisition and requirements of requisitions.

56. The Directors shall call an Extraordinary General Meeting whenever a requisition in writing signed by Members of the Company holding in aggregate not less than one-tenth (1/10) in amount of the issued capital of the Company, upon which all calls or other sums then due shall have been paid stating fully the objects of the meeting shall be deposited at the Office of the Company. Such requisition may consist of several documents in like form each signed by one or more of the requisitionists.

Requisitionist may convene meeting.

57. If the Directors do not, within twenty-one (21) days from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them representing more than one half of the voting rights of all of them may themselves convene the meeting, but any meeting so convened shall not be held after three (3) months from the date of such deposit.

58. Any meeting convened by the requisitionists as aforesaid shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

Notice of Meetings.

59. Fourteen (14) days' notice shall be given in the case of Annual General Meeting and twenty-one (21) days' notice where it is proposed to pass a special resolution. The notice in each case shall specify the place, day and hour of meeting, and in the case of special business, the general nature of such business. The notice shall in each case be given to the Members by post, or otherwise served as hereinafter provided.

60. A meeting shall, notwithstanding that it is called by notice shorter than is required by Article 59 be deemed to be duly called if it is so agreed:

- (a) In the case of a meeting called as the Annual General Meeting, by the Members entitled to attend and vote thereat; or
- (b) In the case of any other meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority which together holds not less than ninety-five per centum (95%) in nominal value of the shares giving a right to attend and vote.

Resolution requiring special notice.

61. Where by the Act special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than twenty-eight (28) days before the meeting at which it is moved, and the Company shall give its Members notice of any such resolution at the same time and in the same manner as it gives notice of the meeting or if that is not practicable shall give them notice thereof, in any manner allowed by these Articles, not less than fourteen (14) days before the meeting, but if after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date twenty-eight (28) days or less after the notice has been given, the notice, although not given to the Company within the time required by this Article shall be deemed to be properly given.

Omission to give notice.

62. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any Member shall not invalidate any resolution passed or proceedings held at such meetings.

PROCEEDINGS AT GENERAL MEETINGS

Special business.

63. All business transacted at an Annual General Meeting, other than business which, under these Articles ought to be transacted at an Annual General Meeting, and all business transacted at an Extraordinary General Meeting, shall be deemed special.

Business of Annual General Meeting.

64. All business shall be deemed special business that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring a dividend, laying of the financial statements and reports of the Directors and auditors, the election of Directors in the place of those retiring, the fixing of the remuneration of the Directors and the appointment and fixing of the remuneration of the auditors.

Quorum.

65. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

66. Two (2) Members personally present or by proxies or representative or represented by attorney, shall be quorum for a General Meeting, provided, however that if the Company shall have only one shareholder, one shareholder present in person or by proxy shall constitute the necessary quorum.

Proceedings if
quorum not
present.

67. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, (or if that day be a public holiday, then to the next business day following such public holiday), or to such other day, time and places as the Directors may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the adjourned meeting, the Members present whatever their number shall be a quorum.

Chairman of
General Meeting.

68. The Chairman of the Board of Directors shall preside as Chairman at every General Meeting but if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding the same or shall be unwilling to act as Chairman, the Deputy Chairman shall act as Chairman. If the Deputy Chairman shall also be not present within the said fifteen (15) minutes or is unwilling to act as Chairman, the Directors present shall choose a Director to act as Chairman of such meeting or if no Director be present or if all the Directors present decline to take the chair, the Members present shall choose a member present to be Chairman.

Chairman may
adjourn meeting
and notice of
adjournment to be
given.

69. The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for twenty-one (21) days or more notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

Members' notice
to submit
resolution.

70. Any Member entitled to be present and vote at a meeting may submit any resolution to any General Meeting provided that at least five (5) clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same.

Members entitled
to notice of
resolution.

71. Upon receipt of any notice as mentioned in the last preceding Article the Secretary shall in any case where the notice of intention is received before the notice of the meeting is issued, include it in the notice of the meeting and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting notice that such resolution will be proposed.

Resolution how
carried.

72. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands of persons present and entitled to vote unless before or upon the declaration of the result of the show of hands, a poll is demanded in writing:

- (a) by the Chairman of the meeting (being a person entitled to vote thereat); or
- (b) by at least two (2) Members present in person or by proxy; or
- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth (1/10) of the total voting rights of all the Members having the right to vote at the meeting; or
- (d) by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up to equal to not less than one-tenth (1/10) of the total sum paid up on all the shares conferring that right.

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

The demand for a poll may be withdrawn anytime before the resolution is put to the vote of the meeting by the Member demanding the poll.

Where a resolution is passed at an adjourned meeting of the Company or of holders of any class of shares or of Directors the resolution shall for all purposes be treated as having been passed on the date on which it was in fact passed and not on any earlier date.

Poll.

73. If a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be resolution of the meeting at which the poll was demanded.

No poll on election of Chairman or adjournment.

74. No poll shall be demanded on the election of a chairman of a meeting or any question of adjournment.

Chairman has casting vote.

75. In the case of an equality of votes whether on show of hands or at a poll at any General Meeting of the Company, the Chairman of the meeting shall be entitled to a second or casting vote except when only two (2) Members form a quorum at a meeting or where only two (2) Members are competent to vote on the question at issue in which event the Chairman shall not have a second or casting vote and the question arising at the meeting shall be deemed to have been lost or not carried.

Other business to be continued if poll demanded.

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

Resolution signed by all Members.

77. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and attend and vote at General Meetings (or being corporation by their duly authorized representatives) shall be valid and effective as if the same had been passed at General Meeting of the Company duly convened and held and may consist of several documents in the like form each signed by one or more Members. In the case of a corporation which is a Member of the Company, such resolution may be signed by any person (whether identified by name or by reference to the holding of any particular office) duly authorized by such corporate body by resolution of its directors or other governing body or by Power of Attorney to sign resolution on its behalf. Any such document may be accepted as sufficiently signed by a Member if transmitted to the Company by any technology purporting to include a signature of the Member.

VOTES OF MEMBERS

Voting on show of hands.

78. On a show of hands every Member personally present or by proxy or by representative or by attorney shall have one vote.

Voting rights of lunatic Members.

79. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, other legal curator bonis or other person in the nature of a committee curator bonis appointed by such court (who may appoint a proxy), provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight (48) hours before the time appointed for holding the meeting.

Votes of corporation.

80. If a corporation is a Member it may vote by any person authorized by resolution of its Directors or other governing body to act as its representative at any meeting of the Company and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

Votes of joint holders.

81. Where there are joint registered holders of any shares, there must be a joint agreement to appoint only one to represent the joint owner, any one of such persons may vote at any meeting, either personally or by proxy or by representative or by attorney, in respect of such share as if solely entitled thereto; and if more than one of such joint holders be present at any meeting, personally or by proxy or by representative or by attorney, that one of the said persons so present shall alone be entitled to vote in respect thereof. Where there are several executors or administrators of a deceased Member in whose sole name any shares stand, any one such executors or administrators may vote in respect of such shares unless any other of such executors or administrators is present at the meeting at which such a vote is tendered and objects to the vote.

Members only entitled to vote.

82. Save as herein expressly provided, no person other than a Member duly registered and who shall have paid everything for the time being due from him and payable to the Company in respect of his shares shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another Member or to be reckoned in a quorum at any General Meeting.

How votes may be given.

83. Votes may be given either personally or by proxy or by a representative duly authorized or by attorney.

Instrument appointing proxy to be in writing.

84. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if such appointor be a corporation, under its common seal or under the hand of an officer or attorney of the corporation duly authorized.

85. The instrument appointing a proxy and the Power of Attorney (if any) under which is signed or a notarially certified copy thereof shall be deposited at the Office not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote. A Member not resident in Malaysia may by telegraphic communication appoint a proxy to vote for him at any meeting of the Company provided:

- (a) Such telegraphic communication shall have been received at the Office not less than forty-eight (48) hours before the time for holding of the meeting or adjourned meeting as the case may be at which the person named in such telegraphic communication proposed to vote; and
- (b) The Directors are satisfied as to the genuineness of such telegraphic communication.

Who may be proxy.

86. An instrument appointing a proxy to vote at a meeting shall be deemed to confer authority to demand or joining in demanding a poll on behalf of the appointor. A proxy or attorney may but need not be a Member of the Company. A Member may appoint any person to be his proxy without limitation and the provisions of Section 149(1)(b) of the Act shall not apply to the Company.

Form of proxy.

87. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

ALLIANCE ISLAMIC BANK BERHAD

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

Signed this _____ day of _____ 20____

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

**Strike out whichever is not desired. [Unless otherwise instructed, the proxy may vote as he thinks fit.]*

88. A person entitled to vote on a poll at meeting shall be deemed to be a person to vote for the purpose of the Act.

Members when abroad may be represented by duly appointed attorneys.

89. Every power, right or privilege herein given in these Articles to any Member of the Company to convene, attend, vote in, take part in, any meeting of the Company, may be exercised in the event of such Member being out of Malaysia by any attorney or attorneys duly appointed by such Member for the purpose, by a Power of Attorney produced at the Office of the Company during business hours not less than two (2) clear days before the same is acted on. And any vote given or things done by such attorney or attorneys shall be valid notwithstanding the previous death of the Member giving such Power of Attorney or revocation of such Power of Attorney by other means provided no intimation in writing of such death or revocation shall have been received at the Office of the Company before such vote is given or thing done.

DIRECTORS

Number of directors.

90. Until otherwise determined in General Meeting the number of Directors shall not be less than five (5) or more than twelve (12).

Appointment of first directors.

91. The first directors shall be Yahya Bin Ibrahim and Liew Swee Lin (f).

Eligibility.

92. No person shall be eligible to be appointed as a Director who is an undischarged bankrupt or has been convicted within or outside Malaysia:

- (a) Of any offence in connection with the promotion, formation or management of a corporation;
- (b) Of any offence involving fraud or dishonesty punishable on conviction with imprisonment for three (3) months or more; or
- (c) Of any offence under the provisions of the Act.

Appointment by Board of Directors.

93. The Directors shall have power at any time and from time to time to appoint any other qualified person as Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or pursuant to Article 90 but any Director so appointed shall hold office only until the next Annual General Meeting of the Company, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

Share qualification of Directors.

94. A Director need not hold any share qualification.

Directors' fee.

95. The fees of the Directors shall be determined from time to time by the Company in General Meeting and such fees shall not be increased except pursuant to an ordinary resolution passed at a General Meeting where notice of the proposed increase shall have been given in the notice convening the meeting. Such fees shall be divided among the Directors in such proportions and manner as they may agree. Such fees shall so far as a Director who is not an Executive Director is concerned be by way of fixed sum and not by way of a commission on or percentage of profits or turnover, subject always however to the other provisions of these Articles. Salaries payable to Executive Directors may not include a commission on or percentage of turnover.

Extra remuneration.

96. Any Director, who is appointed to any executive office of the Company or who serves on any committee of the Company or who otherwise performs services for the Company which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration as the Directors may determine provided that such remuneration shall not include a commission on or percentage of turnover.

97. A corporation shall not hold office as a Director.

As to the duty and liability of Directors.

98. A Director shall at all times act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company.

General duty to make disclosure.

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

Disclosure of interests in contracts, property, offices, etc.

100. Every Director of the Company who is in any way, whether directly or indirectly, interested in any contract or proposed contract with the Company shall as soon as practicable after the relevant facts have come to his knowledge declare his interest at a meeting of the Directors of the Company.

101. Every Director of the Company who holds any office or possesses any property whereby, whether directly or indirectly, duties or interest might be created in conflict with his duties or interest as Directors shall declare at a meeting of the Directors of the Company the fact and the nature, character, and extent of the conflict. The declaration shall be made at the first meeting of the Directors held:

- (a) after he became a Director; or
- (b) (if already a Director) after he commenced to hold the office or to possess the property.

Register of Directors' Shareholdings.

102. The Company shall keep a register showing with respect to each Director of the Company the number and description and, in the case of Islamic securities, the amount, of any shares in or Islamic securities of the Company or a corporation that is deemed to be related to that Company which are held by or in trust for him or of which he has any right to become the holder (whether on payment or not) or in which he has, directly or indirectly, any beneficial interest but the register need not include shares in any corporation which is the wholly-owned subsidiary of another corporation.

Directors' contract with other companies.

103. (a) Every Director shall comply with the provisions of Sections 131 and 135 of the Act in connection with the disclosure of his shareholding and interest in any contract or proposed contract with the Company and in connection with the disclosure of the fact and the nature, character and extent of any office or property held by a Director which might create duty or interest with his duty or interest as a Director.
- (b) Subject to the observance and compliance with sub-clause (a) aforesaid:
- (i) No Director shall be disqualified by his office from holding any office or place of profit under the Company or under any company in which the Company shall be a shareholder or otherwise interested, or from contracting with the Company whether as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director be liable to account to the Company for any profit or realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established; and
 - (ii) A Director shall not vote in respect of any contract, arrangement or dealing in which he or the Company he represents is interested whether directly or indirectly or upon any matter arising thereat, and if he votes, his vote shall not be counted.

Loans to Directors.

104. The Company may make loans to its Directors provided that these loans are approved for the purposes envisaged in Section 133(2) of the Act by a General Meeting and Section 25 and 26 of Islamic Banking Act, 1983.

CHIEF EXECUTIVE OFFICERS/MANAGING DIRECTORS/ EXECUTIVE DIRECTORS

Appointment of
Chief Executive
Officers/Managing
Directors/
Executive
Directors.

105. The Directors may from time to time appoint any one of their body to be Chief Executive Officer, Managing Director(s) or Executive Director(s) for such period and upon such terms as they think fit. Where such appointment is for a fixed term, such term shall not exceed three (3) years and may vest in such persons such of the powers hereby vested in the Directors generally as they may think fit and subject thereto, shall always be under the control of the Board.

Remuneration of
Executive
Director.

106. The remuneration of an executive director shall from time to time be fixed by the Directors and shall not include a commission on or percentage of turnover.

Resignation and
removal of
Executive
Director.

107. An executive director shall while he continues to hold that office, be subject to retirement by rotation, and he shall be reckoned as a Director for the purpose of determining the rotation of retirement of Directors or in fixing the number of Directors to retire, but he shall, subject to provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause, he shall ipso facto and immediately cease to be an executive director.

DISQUALIFICATION OF DIRECTORS

Office of Directors
how vacated.

108. Subject as otherwise provided and to the terms of any subsisting agreement, the office of a Director shall become vacant if the Directors:

- (a) Ceases to be a Director by virtue of the Act, Islamic Banking Act, 1983 or any rules, regulations and directives made thereunder;
- (b) Becomes bankrupt, suspends payment or makes any arrangement or composition with his creditors generally;
- (c) Becomes prohibited from being a Director by reason of any order made under the Act, Islamic Banking Act, 1983 or any rules, regulations and directives made thereunder;
- (d) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;
- (e) Resigns his office by notice in writing to the Company;
- (f) Is removed by the Company in General Meeting; or
- (g) Is convicted of an offence involving dishonesty or fraud.

POWERS OF DIRECTORS

Business of
Company to be
managed by
Directors.

109. The management and control of the business and affairs of the Company shall be vested in the Directors who in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by the Act expressly directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and of these Articles and to any regulations not inconsistent with these Articles from time to time made by the Company in General Meeting provided that no such regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Appointments of Attorneys.

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

Signature of cheques and bills.

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

BORROWING POWER

Directors' borrowing power.

112. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings or property (both present and future), or any part thereof, and to issue Islamic securities and other securities at par, or premium and whether outright or as security for any debt, liability or obligation of the Company or of any third party, PROVIDED ALWAYS that nothing contained in these Articles shall authorise the Directors to borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property or to issue Islamic securities and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party. Any action/decision taken by the Directors must be in conformity with Shariah principles.

Conditions on which money may be borrowed.

113. The Directors may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all Islamic securities, stocks, or any mortgage, charge on the undertaking of the whole or any part of the property of the Company (both present and future).

Securities may be assignable free from equities.

114. Islamic securities or other securities may be made assignable free from any equities between the Company and the person to whom the same be issued.

Issued at premium or with special privileges.

115. Any Islamic securities may be issued at a premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meeting of the Company, appointment of Directors and otherwise.

Register of mortgages to be kept.

116. The Directors shall cause a proper register in accordance with Section 115(2) of the Act of all charges specially affecting the property of the Company.

RETIREMENT, ROTATION AND REMOVAL OF DIRECTORS

Rotation and retirement of Directors.

117. At the first Annual General Meeting, all the Directors shall retire and at subsequent Annual General Meeting one-third (1/3) of the Directors or if their number is not a multiple of three (3) then the number nearest to one-third (1/3) with a minimum of one (1) shall retire from office.

Which Directors to retire.

118. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who become Directors on the same day, the Directors to retire shall unless they otherwise agree among themselves be determined by lot.

Retiring Director eligible for re-election.

119. A retiring Director shall be eligible for re-election.

Replacement at same meeting.

120. The Company at the Annual General Meeting at which any Directors retire in manner aforesaid shall fill up the vacated office by electing a like number of persons.

Notice of proposal to appoint Directors.

121. No person, not being a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for the office of Directors at any General Meeting, unless not less than seven (7) days' before the day appointed for the meeting, there shall have been given to the Secretary notice in writing by some Members duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by the person to be proposed signifying his candidacy for the office.

Retiring Directors to remain in office until successors appointed.

122. Subject as herein provided, if at any meeting at which an election of Directors ought to take place, the places of retiring Directors or some of them are not filled up, the retiring Directors or such of them as have not had their place filled up shall, if willing to act, be deemed to have been re-elected.

Number may be increased or decreased.

123. The Company may from time to time in General Meeting increase or reduce the number of Directors, and determine in what rotation such increased or reduced number shall go out of office.

Removal of Director.

124. The Company may by ordinary resolution remove any Director before the expiration of his period of office, and may, if thought fit, by ordinary resolution appoint another Director in his stead subject to Bank Negara Malaysia approval. The person so appointed shall hold office so long as the Director in whose place he is appointed would have held the same if he had not been removed. In addition, all resignations and removal of independent directors from the Board can only take effect after the respective Board has cleared the resignation and removal of the independent directors with Bank Negara Malaysia. This is to ensure the effective functioning of independent directors.

PROCEEDINGS OF DIRECTORS

Directors' Meeting and quorum.

125. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may from time to time determine the quorum necessary for the transaction of business. Until otherwise determined two (2) Directors shall form a quorum.

126. A Director who is interested in any contract, arrangement or dealing in which he or the company he represents is interested whether directly or indirectly or upon any matter arising thereout is to be counted in a quorum notwithstanding his interest.

Power to convene meeting of Directors.

127. (1) A Director may, and on the request of a Director, the Secretary shall, at any time summon a meeting of the Directors. If within half (1/2) an hour from the time appointed for the holding of a meeting of Directors a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other day, time and place as the Directors may determine. If at such adjourned meeting a quorum is not present within half (1/2) an hour from the time appointed for holding the adjourned meeting, the Directors(s) present shall be a quorum.

(2) A meeting of the Board or a committee appointed by the Board may be held by means of telephone, video conference or telephone conference or other telecommunication facilities which permits all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at such meeting and unless otherwise provided in these Articles, shall be counted in a quorum and be entitled to vote and the meeting shall be deemed to have been held in Malaysia.

Questions to be decided by majority of votes.

128. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote except when only two (2) Directors are present and form a quorum or at which only two (2) Directors are competent to vote at on the question at issue in which event the Chairman shall not have a second or casting vote and the question arising at the meeting shall be deemed to have been lost or not carried.

Chairman and Deputy Chairman of Meetings of Directors.

129. The Directors may elect a Chairman and a Deputy Chairman of their meetings and determine the period for which they are to hold office and unless otherwise determined the Chairman and Deputy Chairman shall be elected annually. The Chairman or in his absence, the Deputy Chairman (if any) shall preside at all meetings of Directors. If neither a Chairman nor Deputy Chairman is present within fifteen (15) minutes of the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

Directors may delegate powers to committee.

130. The Directors may delegate any of their powers to committee consisting of such member or members of their body as they may think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

All acts done by such committee in conformity with such regulations and in fulfillment of the purposes for which it is appointed, but not otherwise, shall have the like force and effect as if done by the Board, and the Board shall have power to remunerate the members of any special committee, and charge such remuneration to the current expenses of the Company.

Chairman of committee.

131. 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 half an hour after the time appointed for the holding of the same, the Members present may choose one of their number to be Chairman of the meeting.

Chairman of committee has casting vote.

132. A committee may meet and adjourn its meetings as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the Chairman shall have a second or casting vote.

Validity of acts of Directors and committee.

133. All acts bona fide done at any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there were some defect in the appointment of any such Directors or person acting as aforesaid, or that they or any of them were disqualified to be a Director be as valid as if every person had been duly appointed and qualified to be a Director.

Resolution in writing signed by Directors effective.

134. A resolution in writing signed by all the Directors for the time being present in Malaysia and entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and may consist of several documents in like form, each signed by one or more Directors. Any such document may be accepted as sufficiently signed by a Director if transmitted to the Company by any technology to include a signature and/or electronic or digital signature of the Director.

SEAL

Seal of Company and its use.

135. (a) The Directors shall provide for the safe custody of the Common Seal of the Company which shall only be used by an authority of the Directors or a committee of the Directors authorized by the Directors in that behalf, and every instrument to which the Common Seal of the Company shall be affixed shall be signed in the presence of at least one (1) Director and the Secretary, or such other person as the Directors may appoint for the purpose, and such Director and Secretary, or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence and the Directors may by resolution determine either generally or in any particular case that the signatures of any director, the secretary or such other persons appointed as aforesaid may be affixed or reproduced by facsimile, autographic or other mechanical means provided that the use of such is restricted to a certificate, instrument of transfer or other document of title in respect of any share, stock, debenture or marketable security created or issued by the Company to be given under the Common Seal of the Company.

Seal for use abroad.

(b) The Company or the Directors on behalf of the Company may exercise the powers conferred by the provisions of the Act with regard to having an official seal for use abroad and the powers conferred by the provisions of the Act with regards to keeping of a Branch Register.

MINUTES

Minutes.

136. (a) The Directors shall cause minutes to be duly entered in a book provided for the purpose:
- (i) Of all appointments of officers;
 - (ii) Of all the names of the Directors present at each meeting of the Directors and of any committee of Directors;
 - (iii) Of all resolutions and proceedings at General Meetings and of meeting of the Directors and committee; and
 - (iv) Of all orders made by the Directors and committee of Directors.
- (b) Any such minutes of any meeting of the Directors, or any of the committees, or of the Company, if signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes;
- (c) The books containing the minutes of proceedings of any General Meeting shall be kept by the Company at the registered office or the principal place of business in Malaysia of the Company and shall be open to inspection of any Member during normal office hours without charge;
- (d) Any Member shall be entitled to be furnished within a reasonable period after he has made a request in writing in that behalf to the Company with a copy of any minutes specified in sub-paragraph (c) of this Article at a charge not exceeding RM1.00 for every hundred word thereof.

SECRETARY

Secretary.

137. The first secretary of the Company shall be Lee Wei Yen (MAICSA 7001798). The Secretary shall in accordance with the Act be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

REGISTER OF DIRECTORS, MANAGERS AND SECRETARIES

138. The Directors shall cause to be kept at the registered office of the Company a Register of Directors, Managers and Secretaries of the Company as required under the Act.

AUTHENTICATION OF DOCUMENTS

139. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts there from as true copies or extract; and where any books, records, documents or accounts are kept elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.

DIVIDENDS AND RESERVED FUND

Dividend and Interim dividends.

140. The Directors may with the sanction of a General Meeting from time to time declare dividends, but no such dividend shall be payable except out of profits of the Company, provided that the Directors may, if they think fit, from time to time pay to the Members such interim dividends as appear to them to be justified by the profits of the Company. No higher dividend shall be paid than is recommended by the Directors and the declaration of the Directors as to the amount of the net profits shall be conclusive.

Dividend in proportion to amounts paid up.

141. Every dividend shall be paid to the Members in proportion to the amounts paid up on their shares. For the purpose of this Article no amounts paid on a share in advance of calls shall be treated as paid on such share unless agreed otherwise by Directors.

Creation of reserve fund and distribution of bonus.

142. The Directors may before recommending any dividend, set aside out of the profits of the Company, such sums as they think proper as a reserve fund or reserve funds, which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for the gradual liquidation of any debt of liability of the Company or for repairing or maintaining any works connected with the business of the Company with the sanction of the Company in General Meeting, be, as to the whole or in part, applicable for equalizing dividends, or for distributing by way of bonus among the Members of the Company for the time being on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such application, the Directors may employ the sums from time to time so set apart as aforesaid in the business of the Company, or invest the same in such securities (other than the shares of the Company) as they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interests of the Company.

Dividends paid up as distribution in specie.

143. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid wholly or in part by the distribution of specific assets and in particular of paid up shares, Islamic securities of the Company, or paid up shares, Islamic securities of any other company, or in any one or more of such ways.

Debts may be deducted from dividends.

144. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debt, liabilities or engagements in respect of which the lien exists.

Dividend warrant may be sent by post.

145. Unless otherwise directed any dividend may be paid by telegraphic transmission or by cheque or warrants sent through the post to the last registered address of the Member or person entitled or, in the case of joint holders to the registered address of that one of the joint holders who is first named on the Register of Members or to such person and to such address as the holder or joint holder may in writing direct; and every cheque or warrant so sent shall be made payable to order of the person to whom it is sent. No unpaid dividend shall bear interest as against the Company.

Company not responsible for loss in post.

146. The Company shall not be responsible for the loss of any cheque, draft, dividend warrant or post office order which shall be sent by post duly addressed to the Member for whom it is intended.

Dividends payable from profits only.

147. No dividend shall be paid otherwise than out of the profits.

CAPITALISATION OF PROFITS

148. The Company in General Meeting may upon the recommendation of the Directors resolved that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in same proportions on condition that the same be not paid in cash but applied either in or towards paying up any amounts for the time being unpaid on any shares held by Members respectively or paying up in full unissued shares or Islamic securities of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution. A share premium account and a capital redemption reserve may, for the purpose of this Article, be applied only in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.

149. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

FINANCIAL STATEMENTS

Directors to keep proper accounts.

150. The Directors shall cause true financial statements to be kept:

- (a) of the assets and liabilities of the Company;
- (b) of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place; and
- (c) of all sales and purchases of goods by the Company.

Books where to be kept.

151. The books of accounts shall be kept at the Office of the Company or such other place within Malaysia as the Directors shall think fit, and shall at all times be open to inspection by the Directors, but except with the sanction of the Directors, no other person shall be entitled to inspect any book or document of accounts of the Company unless he is authorized so to do by law or by these Articles or by a resolution of the Company in General Meeting.

Financial statements.

152. The Directors shall from time to time in accordance with Section 169 of the Act cause to be prepared and laid before the Company in General Meeting such financial statements and report as are referred to in the Section.

LANGUAGE

153. Where any financial statements, minute books or other records required to be kept by the Act is not kept in the Malay or English language, the Directors shall cause a true translation of such financial statements, minute books and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translations to be kept with the original financial statements, minute books and other records for so long as the original financial statements, minute books and other records are required by the Act to be kept.

AUDIT

Financial statements to be audited annually.

154. Once at least in every year the financial statements of the Company shall be examined, and the correctness of the financial statements ascertained by one (1) or more Auditor or Auditors. The appointment and duties of such auditor or auditors shall be in accordance with the provisions of the Act or any other statute which may be in force in relation to such matters.

Appointment of Auditors.

155. The Company at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting, and their appointment, remuneration, rights and duties shall be regulated by the Act.

Audited financial statements conclusive.

156. Every financial statements of the Company when audited and laid before the Company in General Meeting shall be conclusive, except as regards any error discovered therein, within three (3) months following the said General Meeting. Whenever any such error is discovered within that period, the financial statements shall forthwith be corrected by the Directors, and an entry made in minute and thenceforth shall be conclusive.

NOTICES

Mode of service of notices to Members.

157. A notice or any other document may be served by the Company or the Secretary upon any Members or Directors as the case may be, either personally or by facsimile or sending it through the post in a prepaid letter, envelope or wrapper, addressed to such Members or Directors at his registered address as appearing in the Register of Members or Register of Directors as the case may be or (if he has no registered address in Malaysia) to the address, if any, within Malaysia supplied by him to the company for the giving of notices to him.

158. Each holder of registered shares, whose registered place of address is not in Malaysia, may from time to time notify in writing to the Company an address in Malaysia, which shall be deemed to be his registered place of address within the meaning of the last preceding Article.

Service of notice to joint holders.

159. All notices shall, with respect to any shares to which persons are jointly entitled be given to whichever of such persons are named first in the Register of Members and any notice so given shall be sufficient notice to all the holders of such share.

Notice by post to persons entitled in consequence of death or bankruptcy.

160. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy or winding up of a Member by sending it through the post in a prepaid letter addressed to him by name or by the title of the representatives of the deceased or trustees of the bankrupt or by like description at the address (if any) in Malaysia supplied for the purpose by the persons to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same may have been given if the death or bankruptcy has not occurred.

When service effected.

161. Any notice or other document, if served or sent personally shall be deemed to have been served upon delivery or if served or sent by post, telegram, facsimile or other telegraphic communication, shall be deemed to have been served or delivered on the day on which the envelope or wrapper containing the same is posted or the message contained in the notice or document is transmitted as the case may be and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the office as a prepaid letter or that the telegram was properly addressed and handed into the post office for dispatch.

Evidence of posting.

162. A certificate in writing signed by any Manager, Secretary or other officer of the Company, that a letter, envelope or wrapper containing a notice was properly addressed and put into the post office or in case of a telegram, facsimile or other telegraphic communication that telegraphic communication was properly transmitted shall be conclusive evidence thereof.

Who bound by notice.

163. Any person who, by operation of law, transfer, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such shares which, previously to his name and address being entered on this Register, shall be duly given to the person from whom he derives his title to such share.

Notice valid though member deceased.

164. Any notice or document sent by post, or left at the registered address of any Member in pursuance of these Articles, shall, notwithstanding such Member be then deceased and whether or not the Company has notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint holders thereof and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his personal representatives and all persons, (if any) jointly interested with him in any such share.

Signature written or printed.

165. Any notice on behalf of the Company or of the Directors shall be deemed effectual if it purports to bear the signature of the Secretary or Secretaries or any one of them, other duly authorized officer of the Company whether such signature is printed or written.

WINDING UP

Distribution on winding up.

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

167. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of a Special Resolution, divide amongst the contributories, in specie or kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them, as the liquidators with the like sanction, shall think fit.

INDEMNITY

Company to indemnify

168. Every Director, Secretary, Auditor or officer for the time being of the Company, and any trustees for the time being acting in relation in any of the affairs of the Company and their heirs, executors and administrators respectively, shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done, or omitted in or about the execution of their respective offices or trustees, except such (if any) as they shall incur or sustain by or through their own willful neglect or default respectively, and no such officer or trustee shall be answerable for the acts receipts, neglects, or defaults of any other officer, or trustees, or for joining in any receipt for the sake of conformity, or for the solvency or honesty of any bankers or other person with whom any moneys or effects belonging to the Company may be lodged or deposited for safe custody, or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid, or which may happen in or about the execution of his office or trust, unless the same shall happen through the willful neglect or default of such officer or trustee.

RECONSTRUCTION

169. On any sale of the undertaking for the Company, the Directors or the liquidators on a winding up may, if authorized by a Special Resolution, accept fully paid or partly paid up shares, or Islamic securities of any other company, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Directors (if the profits of the Company permit), or the liquidators (on a winding up), may distribute such shares or Islamic securities, or any property of the Company amongst the Members without realization, or vest the same in trust for them any Special Resolution may provide for distribution or appropriation of the cash, shares or other Islamic securities, benefits or property, otherwise than in accordance with the strict legal rights of the Members or contributories of the Company, and for valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorized, and waive all rights in relation thereto, save only in the case of the Company which is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 270 of the Act as are incapable of being varied and excluded by these Articles.

170. In the event of a winding up of the Company, every Member of the Company shall be bound, within fourteen (14) days, after the passing of an effective resolution to wind up the Company voluntarily, or after the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some persons in Malaysia upon whom all summons, notices, process orders and judgments in relation to or under winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such Member to appoint such person, and serve upon any such appointee, whether appointed by the Member or liquidator which service shall be deemed to be good personal service on such Member for all purposes, and, where the liquidator makes any such appointment, he shall with all convenient speed give notice thereof to such Member by advertisement in a newspaper circulating in Malaysia, or by a registered letter sent through the post and addressed to such Member at his address as mentioned in the Register of Members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

GENERAL

Secrecy

171. Every Director, Manager, Auditor, trustees, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company, shall, if required, before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals in matters relating thereto, and shall, by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors, or by any meeting, or by Court of Law, or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

We the several persons whose names and addresses are subscribed hereunder being subscribers hereby agree to the foregoing Articles of Association.

Name, Addresses and Descriptions of Subscribers

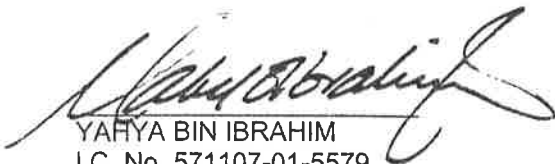
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BRIDGET ANNE CHIN HUNG YEE
I.C. No. 550516-12-5020
Group Chief Executive Officer/
Executive Director



LEE WEI YEN
(MAICSA 7001798)
I.C. No. 650122-07-5655
Group Company Secretary



YAHYA BIN IBRAHIM
I.C. No. 571107-01-5579
Senior Vice President,
Head Islamic Banking
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Dated this 1st day of June, 2007.

Witness to the above signatures:-



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