

## **The Company's Article of Association relating to the Annual General Meeting of Shareholders**

### **1. The Appointment of the Committee**

Article 16 The Meeting of Shareholders shall select the committee in accordance with the rules and procedures as follows:

- (1) A shareholder shall be entitled to one (1) vote per one (1) share
- (2) The majority votes of the shareholders who attend the meeting and cast their votes in the selection of the committee the same number of the probable number of committee or by those to be selected in that meeting. In case of a tie vote, the Chairman of the meeting shall have a casting vote.

### **2. The Meeting of Shareholders**

Article 37 The board of directors shall arrange for an annual ordinary meeting of shareholders within four (4) months from the last day of the fiscal year of the Company.

The other general meetings are called "extraordinary meetings". The board of directors may summon an extraordinary meeting of shareholders whenever the board thinks fit or the shareholders holding shares altogether of not less than one-fifth (1/5) of the total number of shares issued or the shareholders of a number not less than twenty-five (25) persons holding shares altogether of not less than one-tenth (1/10) of the total number of shares issued may submit their names in a letter requesting the board of directors to summon an extraordinary meeting of shareholders at anytime but they shall give reasons for such request in the said letter. In such case, the board of directors shall arrange for the meeting of shareholders to be held within one (1) month from the date of receipt of such request from the shareholders.

Article 39 The general meetings of the Company shall be held at the registered office of the Company or in a nearby province or at such other place as the directors may decide.

### **3. The Proxy**

Article 40 In the meeting of shareholders, a shareholder shall be entitled to attend the meeting and cast votes but a Shareholder may appoint a person who is sui jurist to attend the meeting and vote on his/her behalf. The proxy form must be dated and signed by the principal in the form prescribed by the Registrar.

The proxy form must be submitted to the Chairman or other person designated by the Chairman at the meeting place prior the proxy attends the meeting.

Article 41 In summoning the meeting of shareholders, the Board of Directors shall prepare a written notice of the meeting specifying the place, date, time, agenda of the meeting and the matter to be proposed to the meeting together with sufficient details, stating clearly whether they are for acknowledgment, for approval or for consideration and including the opinion of the Board of Directors on the said matters, and shall send the same to the shareholders and the registrar for their information not less than seven (7) days prior to the date of the meeting. The notice of the meeting shall also be published in a newspaper of at least three (3) days prior to the date of the meeting in the three (3) consecutive days.

### **4. The Quorum**

Article 42 In the meeting of shareholders shall be shareholders and proxies (if any) attending the meeting amounting to not less than twenty-five (25) persons or not less than half- (1/2) of the total number of shareholders, and holding in aggregate number of shares of not less than one-third (1/3) of all shares sold, in order to constitute a quorum.

## **5. The Shareholder's voting**

**Article 43** The resolution of the shareholders meeting shall comprise of the following votes:

- (1) A shareholder shall be entitled to one (1) vote per one (1) share
- (2) In normal case, the majority votes of the shareholders who attend the meeting and cast their votes. In case of a tie vote, the Chairman of the meeting shall have an additional casting vote to decide on the matter.
- (3) In the following cases, resolutions shall be passed by votes of not less than three-fourths (3/4) of the total votes of the shareholders who attend the meeting and are entitled to vote:
  - (a) The sale or transfer of whole or essential parts of business of the Company to other persons.
  - (b) The purchase or acceptance of transfer the other limited company or private limited company's businesses to the Company
  - (c) Entering into, amending or terminating the contract relating to the leasing out of the Company's business in whole or in essential parts; the assignment to other persons to manage the Company's business or the consolidation of the businesses with other persons with an objective to share profit and loss.