



## The Company's Articles of Association relating to the General Meeting of Shareholders

### 1. Convening of Meeting

#### Chapter 5 Article 28

The Board of Directors shall convene an annual general meeting of shareholders within four months from the last day of the accounting period of the Company.

Meetings other than those specified above shall be called an extraordinary general meeting. The Board of Directors may summon an extraordinary general meeting whenever it deems appropriate or one or more shareholders holding the aggregate number of shares of not less than ten percent of the total number of shares sold may, by subscribing their names, request the Board of Directors in writing to call an extraordinary general meeting at any time, provided that the reasons for calling such meeting shall be clearly stated in the said request. In this regard, the Board of Directors shall proceed to call a meeting of shareholders to be held within forty-five days from the date of receipt of the written request from the shareholders.

In case that the Board of Directors fails to arrange for the meeting within the said period under paragraph two, the shareholders who have subscribed their names or other shareholders holding the required aggregate number of shares may themselves call the meeting within forty-five days from the date of expiration of the period under paragraph two. In such case, the meeting is deemed to be a shareholders' meeting called by the Board of Directors, and the Company shall be responsible for the necessary expenses as may be incurred in the course of convening such meeting and shall reasonably provide the facilitation.

In the case where, at the meeting called by the shareholders under paragraph three, the number of the shareholders presented does not constitute a quorum as prescribed by this Articles of Association, the shareholders under paragraph three shall jointly compensate the Company for the expenses incurred in arrangements for holding that meeting.

#### Chapter 5 Article 29

To call a meeting of shareholders, the Board of Directors must prepare a notice indicating the place, date, time, agenda and matters to be proposed at the shareholders meeting together with any other appropriate details. The notice must clearly specify the matter for acknowledgment, approval or consideration, together with the opinion of the Board of Directors on those matters. The notice must be sent to the shareholders and the registrar by at least seven days before the meeting date. The notice must also be published in a newspaper at least three days before the meeting date for a period of three consecutive days.

## 2. Quorum

### Chapter 5 Article 30

A quorum of a meeting of shareholders requires at least twenty-five shareholders or at least one-half of the total number of shareholders, holdings in aggregate at least one-third of the total issued shares, present in person or by proxy.

If a quorum has not been constituted within one hour from the time fixed for a meeting of shareholders, and the meeting was summoned at the request of shareholders, the meeting must be dissolved. If the meeting is summoned other than at the request of the shareholders, an adjourned meeting must be called and a notice of the meeting must be sent to the shareholders at least seven days before the date of the adjourned meeting. No quorum is required at the adjourned meeting.

## 3. Voting Procedures

### Chapter 5 Article 31

A resolution of shareholders must be passed as follows:

1. In general cases, a resolution of shareholders must be passed by a majority of the votes cast by the shareholders attending and eligible to vote at the meeting. If the votes are equal, the chairman of the meeting has an additional vote as a casting vote.
2. In the following events, a resolution of shareholders must be passed by at least three-fourth (3/4) of the votes cast by the shareholders attending and eligible to vote at the meeting:
  - (a) a sale or transfer of all or substantial part of the business of the Company to any person;
  - (b) a purchase or acceptance of transfer of business of other public or private companies;
  - (c) an entry into, amendment to, or termination of any agreement concerning a lease out of all or substantial part of the business of the Company or an assignment of the management control of the business of the Company to any person or a merger with any person for the purposes of profit and loss sharing.