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**14 FURTHER STATUTORY AND OTHER GENERAL INFORMATION**

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**14.1 Share Capital**

1. No securities of the Company will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
2. There are no founder, management or deferred Shares in the Company.
3. None of the capital of the Company or any of its subsidiaries is under option, or agreed conditionally or unconditionally to be put under option.
4. Save as disclosed in Section 5.2 and 5.3 of this Prospectus, no capital of Company or any of its subsidiaries has, within two (2) years immediately preceding 22 September 2003 (being the latest practicable date prior to the printing of this Prospectus), been issued or is proposed to be fully or partly paid-up otherwise than in cash.
5. Save as disclosed in Section 5.2 and 5.3 of this Prospectus, no capital of Company or any of its subsidiaries has, within two (2) years immediately preceding 22 September 2003 (being the latest practicable date prior to the printing of this Prospectus), been issued or is proposed to be issued for cash.
6. As at 22 September 2003 (being the latest practicable date prior to the printing of this Prospectus), no convertible securities have been issued by the Company or any of its subsidiaries.

**14.2 Articles of Association**

The following provisions are reproduced from the Company's Articles of Association:-

**Transfer of Securities**

43. Subject to the Act, the transfer of any securities or class of securities of the Company shall be made by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of securities.
44. The instrument of transfer lodged with the Company shall be executed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the transferee's name is entered in the Register as the holder of that share and or the Record of Depositors, as the case may be.
45. The Directors may decline to register any instrument of transfer of shares which are not fully paid (whether these are quoted or otherwise) to a person of whom they do not approve. Subject to the Act, the MMLR, the Central Depositories Act and the Rules, if the Directors refuse to register a transfer they shall send to the transferee written notice of the refusal and reason thereof.

46. Subject to the MMLR and the Rules, the transfer of any securities at such time and for such period(s) as the Directors may from time to time determine.
47. The Central Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Central Depositories Act and the Rules
48. Subject to the provision of the Central Depositories Act and the Rules, any member may transfer all or any of its shares by instrument in writing in the form prescribed and approved by the KLSE and the Registrar (as the case may be). The instruments shall be executed by or on behalf of the transferor and transferee and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register and /or the Record of Depositors as the case may be, in respect thereof. All transfer of deposited securities shall be effected in accordance with the Act, the Central Depositories Act and the Rules.
49. The Register shall be closed for such periods as the Directors may from time to time determine but such register shall not be closed for more than 30 days in any year. The Company shall before it closes such register:
  - (1) give notice of such intended closure (in the case of the Register) in accordance with Section 160 of the Act;
  - (2) give notice of such intended closure to the KLSE at least 12 clear Market Days before the intended date of such closure including in such notice, such date, the reason for such closure and the address of the share registry at which documents will be accepted for registration;
  - (3) publish in a daily newspaper circulating in Malaysia, a notice of such intended closure including the information to be included in the notice referred to in Article 49(2);

At least three (3), clear Market Days prior notice shall be given to the Central Depository to enable the Central Depository to prepare the appropriate Record of Depositors.

50. (1) The Company shall be entitled to destroy:
  - (a) any instrument of transfer which has been registered at any time after 7 years from the date of its registration;
  - (b) any dividend mandate or any variation or cancellation of it or any notification of change of address, at any time after 7 years from the date of the recording;
  - (c) any share certificate which has been cancelled, at any time after 7 year from the date of its cancellation;
  - (d) any other document on the basis of which any entry in the Register is made, at any time after 7 years from the date such entry in the Register was first made in respect of such document.
- (2) Every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document destroyed under Article 50(1) shall be conclusively deemed to have been duly and properly made and that:
  - (a) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
  - (b) every share certificate so destroyed was a valid certificate duly and properly cancelled;
  - (c) every other document destroyed under Article 50(1) was a valid and effective document in accordance with its recorded particulars in the books or records of the Company.
- (3) The provisions of Articles 50(1) and (2) shall be subject to the following:
  - (a) any document may only be destroyed in good faith and without express notice to the Company that the preservation of such document was relevant to any claim;

- (b) nothing in such provisions shall be construed to impose on the Company any liability in respect of the destruction of any such document earlier than provided for in Article 50(1) or in any case where the conditions in such Article have not been fulfilled;
  - (c) references to the destruction of any document include references to its disposal in any manner;
  - (d) references to documents include (without limitation) any records or copies of documents stored on microfilm, microfiche, any electronic database or any other system of data recording and storage.
51. Subject to the Act, every entry in the Register, purporting to have been made on the basis of an instrument of transfer or other document in good faith by the Company shall be conclusively deemed to have been duly and properly made including (without limitation) where:
- (1) the instrument of transfer or other document is obtained or created fraudulently or is otherwise void, voidable or otherwise unenforceable;
  - (2) the Company or any of its Directors or officers may have notice that such instrument of transfer was signed, executed and/or delivered by the transferor or other authorised person in blank as to the name of the transferee or the particulars of the shares transferred or otherwise made defectively,
- and any person who becomes the registered holder of any shares by reason of any such entry shall be entitled to be recognised as the registered holder of such shares, and the Company, its Directors and/or other officers shall not be liable to any person by reason of any such entry being made.
52. Neither the Company nor any of its Directors shall be liable for any transfer of shares effected by the Central Depository.

#### **Remuneration of Directors**

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

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

**Voting and Borrowing Powers of Directors**

124. Except as provided by Article 125, the Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the Company or any other party.
125. The Directors shall not borrow any money or mortgage or charge any of the Company's or its Subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.
126. The Company shall keep a 'register of charges' in accordance with Section 115 of the Act. No fee shall be charged for any inspection of such register by a Member or a creditor of the Company.
143. Subject to these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall (subject to Article 146) have a second or casting vote.
144. The quorum for the transaction of the business of the Directors or of a committee of Directors may be fixed by the Directors or the members of the committee (as the case may be) and unless so fixed at any other number shall be 2. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
145. The Directors may appoint one of their number to be Chairman of the board of Directors. The Chairman may hold any executive office with the Company. The Chairman or (if he is absent or unwilling to act or there is no Chairman) the president shall preside as Chairman of a meeting of Directors. If neither the Chairman or president are present within 15 minutes after the time appointed for the meeting and willing to act (or if there is no Chairman and president), a Director appointed by the Directors present to be Chairman of the meeting shall preside.
146. When 2 Directors form a quorum, the Chairman of a meeting at which only such a quorum is present, or at which only 2 Directors are competent to vote in the question at issue shall not have a casting vote.
147. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
148. Directors or members of a committee of Directors (as the case may be) may participate in a meeting of Directors or a committee of Directors (as the case may be) by means of conference telephone, conference videophone or any similar or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at such meeting.

149. A resolution in writing signed by a majority of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or a committee of Directors (as the case may be) duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
150. Except as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract, proposed contract, arrangement or other matter in which he has, directly or indirectly, a personal interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- (1) any arrangement for giving him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its Subsidiaries;
  - (2) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company or any of its Subsidiaries for which he has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of a security;

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

151. Where proposals are under consideration concerning or relating to the terms of employment, consultancy or other services of or to be provided by Directors to or with the Company or any body corporate in which the Company is interested or other related matters, the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own.
152. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

#### **Changes in Share Capital and Variation of Class Rights**

12. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may (subject to Sections 55 and 65 of the Act and whether or not the Company is being wound up) be varied or abrogated with:
- (1) the consent in writing of the holders of three-fourths of the issued shares of that class; or
  - (2) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

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

13. All new issues of securities for which listing is sought shall be made by way of crediting the Securities Accounts of the allottees or entitled persons with such securities save and except where the Company is specifically exempted from complying with Section 38 of the Central Depositories Act, in which event it shall be so similarly exempted from compliance with this Article. For this purpose, the Company shall notify the Central Depository of the names of the allottees or entitled persons and all such particulars as may be required by the Central Depository to enable the Central Depository to make the appropriate entries in the Securities Accounts of such allottees or entitled persons. Notwithstanding these Articles, the Company shall comply with the provisions of the Central Depositories Act and the Rules in respect of all matters relating to the prescribed securities.
14. Subject to Section 65 of the Act, the rights attached to any class shall not (unless otherwise provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking in any respect *pari passu* with that class.
15. Subject to the Act and these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, issue, allot (with or without conferring a right of renunciation), grant options over, grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares, or otherwise deal with or dispose of them to such persons at such times and on such terms and conditions as they may determine.
16. Article 15 shall be subject to the following provisions:
  - (1) the Company shall not offer, issue, allot, grant options over shares, grant any right or right to subscribe for shares or any right or rights to convert any security into shares or otherwise deal with or dispose of shares which will or may have the effect of transferring a controlling interest in the Company without the prior approval of the Members in general meeting;
  - (2) no Director shall participate in an issue of shares to employees unless:
    - (a) the Members in general meeting have approved the specific allotment to such Director; and
    - (b) such Director holds office in an executive capacity or if he does not hold such office, participates in an issue of shares pursuant to an offer or issue of shares to the public;
  - (3) no shares shall be issued at a discount except in accordance with Section 59 of the Act;
  - (4) the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time;
  - (5) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating them.
17. Subject to the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or as the Directors (subject to being duly authorised to do so by an ordinary resolution of the Company) may determine provided that where the capital of the Company consists of shares of different monetary denominations, voting rights shall be determined in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable.

18. Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue be offered to Members who at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiry of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article.
19. Notwithstanding Article 18 (but subject to the Act), the Company may waive the requirement from convening an extraordinary general meeting to obtain shareholders' approval for further issue or issues of shares (other than bonus or rights issues) where:
  - (1) the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) in any one financial year in which such further issue or issues are made do not exceed 10% (or such higher percentage as the KLSE may from time to time allow either in respect of a particular financial year, generally or otherwise) of the Company's issued share capital; and
  - (2) there is in force a resolution of the Company in general meeting authorising the Directors to make such further issue or issues as stated above.
20. The Company may, pursuant to Section 58 of the Act, pay commission at a rate not exceeding 10% of the price at which the shares are issued.
21. Except as authorised or required by law or these Articles, no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or recognise (even when having notice of it) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as provided by law) any other rights in respect of any share except an absolute right to the entirety of the share in the registered holder.
22. The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of such share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation on such terms and conditions as the Directors may determine.
23. No partnership, unincorporated association or body or minor may be a Member.
24. Subject to the Rules, not more than one (1) person can be entered as the holder of a share in the Record of Depositors.
25. Subject to the Act and these Articles, any preference shares may be issued on terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as may be provided for by these Articles.

26. If the Company at any time issues preference capital, it shall indicate at the same time whether it reserves the right to issue further preference capital ranking equally with or in priority to preference shares already issued.
27. Preference shareholders shall have:
  - (1) the same rights as ordinary shareholders as regards:
    - (a) receiving notices, reports and audited accounts; and
    - (b) attending general meetings of the Company;
  - (2) the right to vote any meeting convened for the purposes of reducing the capital, or to wind up the Company and during the winding up of the Company, or disposing the whole of the Company's property, business and undertaking or directly affecting the rights and privileges attached to the shares or when the dividend or part of the dividend on the preference shares is in arrears for more than 6 months;
  - (3) the right to a return of capital in the preference to holders of ordinary shares when the Company wound up.
28. The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholders' rights, may only be made pursuant to a special resolution of the preference shareholders concerned but where the necessary majority for such a special resolution is not obtained at the meeting consent in writing if obtained from the holders of three-fourths of the preference capital concerned within 2 months of the meeting shall be as valid and effectual as a special resolution carried at the meeting.

#### **14.3 Directors and Major Shareholders**

1. The names, addresses and occupations of the Directors of Scope are set out in the Section 1 "Corporate Directory" of this Prospectus.
2. No Directors or key management of Scope is or has been involved in the following events, whether in or outside Malaysia:-
  - (i) A petition under any bankruptcy or insolvency laws filed (and not struck out) against such person or any partnership in which he was a partner or any corporation of which he was or is a Director or key personnel;
  - (ii) A conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
  - (iii) The subject of any order, judgment or ruling of any court of competent jurisdiction temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution or engaging in any type of business practice or activity.



3. Based on the Register of Directors' Shareholdings as at 22 September 2003 (being the latest practicable date prior to the printing of this Prospectus), the direct and indirect shareholdings of the Directors of Scope in the Company before and after the Public Issue are as follows: -

Director	Before Public Issue				After Public Issue <sup>1</sup>			
	---Direct---		---Indirect---		---Direct---		---Indirect---	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Lim Chiow Hoo	71,165,830	38.29	-	-	71,165,830	28.47	-	-
Lee Min Huat	57,701,860	31.06	-	-	57,701,860	23.08	-	-
Tan Eng Siang	1,923,380	1.04	-	-	1,923,380	0.77	-	-
Lee Chin Hwa	-	-	-	-	-	-	-	-
Too Ah Lake	-	-	-	-	-	-	-	-
Lau Chin Wee	-	-	-	-	-	-	-	-

Note:-

1 Excluding any pink form applications pursuant to the Public Issue.

4. Based on the Register of Substantial Shareholders as at 22 September 2003 (being the latest practicable date prior to the printing of this Prospectus), the direct and indirect shareholdings of the Major Shareholders in the Company before and after the Public Issue are as follows:-

Shareholder	Before Public Issue				After Public Issue			
	---Direct---		---Indirect---		---Direct---		---Indirect---	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Lim Chiow Hoo	71,165,830	38.29	-	-	71,165,830	28.47	-	-
Lee Min Huat	57,701,860	31.06	-	-	57,701,860	23.08	-	-
Datin Zaiton binti Abdullah	53,085,710	28.57	-	-	53,085,710	21.23	-	-

5. None of the Directors and Major Shareholders of the Company has any interest in any contract or arrangement subsisting as at 22 September 2003 (being the latest practicable date prior to the printing of this Prospectus), which is significant in relation to the business of the Company or the Group.

#### 14.4 General

- The nature of the Company's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Act are disclosed in Section 5.1 of this Prospectus.
- Save as disclosed in Section 7.3.4 of this Prospectus, no amount or benefits has been paid or given within the two (2) years preceding the date hereof, nor is it intended to be so paid or given, to any Promoters, Directors and major shareholders of the Company.
- During the last financial year and the current financial year, there have been:-
  - No public take-over offers by third parties in respect of the Company's shares; and
  - No public take-over offers by the Company in respect of other companies' shares.

4. Save as disclosed in Section 4.13 of this Prospectus, there does not exist any person who, directly or indirectly, jointly or severally, exercise control over the Company.
5. Save for the Public Issue Shares reserved for eligible employees and Directors of the Group, there are no other schemes involving the employees of the Group.

#### 14.5 Material Litigation

As at 22 September 2003, being the last practicable date prior to the printing of this Prospectus, the Group is not engaged in any litigation, claims or arbitration, either as a plaintiff or defendant, which may materially affect the financial position or business of the Group and the Directors of Scope do not know of any proceedings pending or threatened or any fact likely to give rise to any proceedings which may materially affect the financial position or business of the Group.

#### 14.6 Material Contracts and Agreements

1. Save as disclosed below, the Group has not entered into any material contracts (not contracts being entered into in the ordinary course of business) within the two (2) years preceding 22 September 2003 (being the last practicable date prior to the date of printing of this Prospectus):-
  - (i) Sale and Purchase Agreement dated 14 November 2002 made between SMSB and Aliran Akar Sdn Bhd for the purchase of PT1803, Mukim Parit Buntar, Daerah Kerian, Perak held under HS(D) 2841 for a cash consideration of RM806,087.70; and
  - (ii) Share Sale Agreement dated 3 July 2003 made between Scope and the shareholders of SMSB to acquire the entire issued and paid-up share capital of SMSB for a purchase consideration of RM18,587,882 to be satisfied by the issuance of 18,579,998 new ordinary shares of RM1.00 each in Scope.
  - (iii) Underwriting Agreement dated 16 September 2003 between Scope and the Joint Managing Underwriters and Underwriters for the underwriting of 20,973,500 of the Public Issue Shares comprising 3,000,000 of the Public Issue Shares to be offered to the Malaysian public, 3,800,000 of the Public Issue Shares to be allocated to eligible Directors and employees of the Group and 14,173,500 of the Public Issue Shares which are placed out to selected investors, for a management fee and underwriting commission payable of 3.0%, 1.0% and 1.5% to 3.0% respectively of the Public Issue price of RM0.20 per Share and upon the terms and conditions contained therein.
2. Save as disclosed below, the Group has not entered into any material agreements which are subsisting as at 22 September 2003 (being the last practicable date prior to the date of printing of this Prospectus):-
  - (i) An approved quality systems licence agreement dated 12 December 2001 entered into between BM TRADA Certification Limited ("BMT") and SMSB whereas BMT has agreed to give its licence and consent to SMSB joining the Approved Quality System Registration Scheme and SMSB shall pay the fees fixed by BMT for its licence and services. A total fees of RM16,750 has been paid to BMT for the financial year ended 30 June 2003; and

- (ii) A Manufacturing Agreement dated 1 February 2001 entered into between SMSB and Technical Concepts, LP ("TC") whereas SMSB agrees to manufacture and supply of products for TC and the price for the products shall be calculated in respect of each year in RM currency. On 6 June 2003, SMSB acknowledged and consented to accept Technical Concepts, LLC as the contracting party under the Manufacturing Agreement in lieu of TC.
3. The Group, via SMSB, has purchased the following insurance policies:-
  - (i) Major Commercial Fire Insurance Policy No. 6040000091 from American Home Assurance Company insuring SMSB against fire risk on building, furniture, fixtures, fittings, office equipment, electrical lighting and renovation, machinery, stock and material-in-trade and others stated in the policy for an insured sum of RM12,362,772 from 25 June 2003 to 24 June 2004;
  - (ii) Life Insurance Policy No. W573148389 from American International Assurance Company, Limited on the life of Lim Chiow Hoo for a face amount of RM250,000. The maturity date of the policy is 24 October 2063;
  - (iii) Life Insurance Policy No. W573341801 from American International Assurance Company, Limited on the life of Lim Chiow Hoo for a face amount of RM750,000. The maturity date of the said policy is 25 June 2063;
  - (iv) Group Personal Accident Insurance Policy No. P57-9049864 from American International Assurance Company, Limited to insure the employees against accident and medication risks for a total insured sum of RM14,091,000 with effect from 17 January 2003; and
  - (v) Group Hospital & Surgical Policy No. 00542 from American International Assurance Company Limited to insure certain employees against hospitalization and surgery risks with effect from 16 January 2003.

#### **14.7 Consents**

1. The written consents of the Adviser, Sponsor, Joint Placement Agents, Joint Managing Underwriters, Underwriters, Company Secretary, Registrar, Principal Bankers, Solicitors, and Issuing House to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
2. The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letter relating to the Proforma Consolidated Balance Sheets in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

#### **14.8 Documents for Inspection**

Copies of the following documents may be inspected at the registered office of the Company during office hours for a period of twelve (12) months from the date of this Prospectus.

- (i) The Memorandum and Articles of Association of the Company;
- (ii) Material contracts and agreements as disclosed in Section 14.6 of this Prospectus;
- (iii) Directors' Report and Accountants' Report as included herein;
- (iv) Reporting Accountants' letters relating to the Proforma Consolidated Balance Sheets as included herein;
- (v) Audited financial statements of Scope and its subsidiaries for the past five (5) financial years ended 30 June 2003; and
- (vi) The letters of consents referred to in Section 14.7 of this Prospectus.

#### **14.9 Responsibility**

1. AmMerchant Bank, being the adviser, acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue.
2. This Prospectus has been seen and approved by the Directors and Promoters of Scope, and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statement herein false or misleading.