
15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

15.1 SHARE CAPITAL

- (i) No shares will be allocated or sold on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company.
- (iii) As at the date of this Prospectus there is only one class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (iv) Save as disclosed in Section 8.2.11 of this Prospectus in relation to the Proposed ESOS, the 5,189,190 Shares to be issued for the Share Swap with YNHB and the Shares to be issued pursuant to the conversion of ICULS as mentioned under Section 8.2.3 of this Prospectus, no Shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) years preceding from the date thereof.
- (v) As at this date hereof, the Company does not have any outstanding convertible debt securities, options, warrants or uncalled capital.
- (vi) There are no restrictions on the transfer of the Shares of the Company, except as otherwise required by law.
- (vii) A Director is not required to hold any qualification shares in the Company.

15.2 ARTICLES OF ASSOCIATION

The following provisions are reproduced with minor amendments from the Company's Articles of Association, which have been approved by the KLSE: -

TRANSFER AND TRANSMISSION OF SECURITIES

Article 29

The transfer of any Deposited Security of the Company, shall be 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 Deposited Securities.

Article 35

In the case of the death of a member, the legal representatives of the deceased where he was a sole holder shall be the only persons recognised by the Company as having any title to his interest in the shares.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 36

Subject to the Rules, any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, 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 that member before his death or bankruptcy.

Article 37

If the person so becoming entitled to have the share transferred to him, a notice in writing signed by him stating that he so elects must be served by him on the Central Depository. If he elects to have the share transferred to another person he shall testify his election by serving a notice in writing to that effect to the Company and on the Central Depository. All the limitations, restrictions and provisions of these Articles relating to the rights to transfer shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

Article 38

Where the registered holder of any share dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Directors in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt.

Article 32

- (i) Neither the Company nor its Directors nor any of its officers shall incur any liability for any transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although transferred, the transfer may, as between the transferor and transferee be liable to be set aside, and notwithstanding that the Company may have notice of such transfer. And in every such case, the transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title hereto.
- (ii) 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.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

REMUNERATION OF DIRECTORS

Articles 91

- (i) The fees payable to the Directors shall from time to time be determined by an ordinary resolution of the Company in general meeting. Provided that such fees shall not be increased except pursuant to an ordinary resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.
- (ii) Executive director(s) shall, subject to the terms of any agreement (if any) entered into in any particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may from time to time determine. All remuneration payable to the non-executive Director(s) shall be determined by a resolution of the Company in general meeting.
- (iii) Fees payable to non-executive Directors shall be a fixed sum, and not by a commission on or percentage of profits or turnover.
- (iv) Salaries payable to executive Directors may not include a commission on or percentage of turnover.
- (v) Any fee paid to an Alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

Article 92

- (i) The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending Board Meetings of the Company.
- (ii) If any Director being willing shall be called upon to perform extra services or to make any special efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a Member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Company in general meeting and such remuneration may be either in addition to or in substitution for his or their share in the remuneration from time to time provided for the Directors. Any extra remuneration payable to non-executive Director(s) shall not include a commission on or percentage of turnover or profits.

Article 104

Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor of the Company.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 97

The Directors may establish or arrange any contributory or non-contributory pension super-annuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such persons as aforesaid and make payments for or towards any hospital or scholastic expenses, or any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the members and the approval of the Company in general meeting.

VOTING AND BORROWING POWERS OF DIRECTORS

Article 96

- (i) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, or its subsidiaries.
- (ii) 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.

Article 98

The Directors may exercise all the powers of the Company conferred by the Act in relation to any official seal for use outside Malaysia and in relation to branch registers.

Article 103

Subject always to Sections 131 and 132E of the Act a Director may hold any other office or place of profit under the Company and under normal commercial term, (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or 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 is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined, if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 112

A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal interest, and if he does so vote, his vote shall not be counted.

Article 113

A Director may vote in respect of: -

- (i) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
- (ii) 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 for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security.

MODIFICATION OF CLASS RIGHTS

Variation of Rights

Article 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, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third (1/3) of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such Special Resolution the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply.

Article 13

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**15.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

- (i) The names, addresses and occupations of the Directors of YNHB are set out in the Corporate Information Section of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) The substantial shareholders of YNHB and their respective direct interests based on the Register of Substantial Shareholders of YNHB as at 30 September 2003 and their respective indirect interests before and after the Offer for Sale and Placement are as follows: -

Substantial shareholders	Before the Offer for Sale and Placement				After the Offer for Sale and Placement			
	Direct		Indirect*		Direct		Indirect*	
	No. of shares '000	(%)	No. of shares '000	(%)	No. of shares '000	(%)	No. of shares '000	(%)
Estate of Dato' Yu Neh Huat	1,293	0.61	-	-	970	0.46	-	-
Yu Kuan Seng +	41,921	19.67	9,751*	4.58	31,435	14.75	7,312*	3.43
Yu Kuan Huat +	67,706	31.77	9,751^	4.58	50,769	23.83	7,312^	3.43
Dato' Dr Yu Kuan Chon +	77,456	36.35	-	-	58,081	27.26	-	-
Teh Nai Sim	9,751	4.58	67,706^	31.77	7,312	3.43	50,769^	23.83
Ling Mooi Hung	9,751	4.58	41,921*	19.67	7,312	3.43	31,435*	14.75

Notes: -

- + Yu Kuan Seng, Yu Kuan Huat and Dato' Dr Yu Kuan Chon are brothers.
- ^ Deemed interested by virtue of their spouse's shareholdings in YNHB (Yu Kuan Huat and Teh Nai Sim are husband and wife).
- * Deemed interested by virtue of their spouse's shareholdings in YNHB (Yu Kuan Seng and Ling Mooi Hung are husband and wife).

- (iv) The Directors of YNHB and their respective direct interests based on the Register of Directors' Shareholdings as at 30 September 2003 and their respective indirect interests before and after the Public Issue are as follows: -

Directors	Before the Offer for Sale and Placement				After the Offer for Sale and Placement			
	Direct		Indirect*		Direct		Indirect*	
	No. of shares '000	(%)	No. of shares '000	(%)	No. of shares '000	(%)	No. of shares '000	(%)
Yu Kuan Huat +	67,706	31.77	9,751^	4.58	50,769	23.83	7,312^	3.43
Dato' Dr Yu Kuan Chon +	77,456	36.35	-	-	58,081	27.26	-	-
Dato' Lim Git Hooi @ Robert Lim	-	-	-	-	-	-	-	-
Ching Nye Mi	-	-	-	-	-	-	-	-

Notes: -

- + Yu Kuan Huat and Dato' Dr Yu Kuan Chon are brothers.
- ^ Deemed interested by virtue of his spouse, Teh Nai Sim's shareholdings in YNHB.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

(v) Save as disclosed in Section 2.9, no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiaries within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company or its subsidiaries or in connection with the issue or sale of any capital of the Company or any of its subsidiaries and no Directors, proposed Directors, promoters or experts is or are entitled to receive any such payment.

(vi) Other than salary and employment related benefits as disclosed in Section 5.3.3 of this Prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any Directors.

Save and except for the dividends payable to the Promoters as shareholders of the Company as detailed in Section 1.6 of this Prospectus, no other amounts or benefits are paid or intended to be paid or given to any promoter within two (2) years preceding the date of this Prospectus.

(vii) Save as disclosed in Section 7.4 of this Prospectus, none of the other Directors and/or substantial shareholders of YNHB has interest in any subsisting contract or arrangement, which is significant to the business of the Company or the Group taken as a whole.

(viii) Save as disclosed in Sections 3 (x), 5.1, 5.2 and 5.3 of this Prospectus, the Directors and substantial shareholders are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company and its subsidiaries.

Save as disclosed in Section 7.5 of this Prospectus, none of the other Directors and substantial shareholders has any interest, direct or indirect, in the promotion of or in any material assets acquired or proposed to be acquired or disposed or proposed to be disposed of or leased or proposed to be leased to the Company or any of its subsidiaries and associated company within the two (2) years preceding the date of this Prospectus.

(ix) Save as disclosed in Section 7.4 of this Prospectus and to the best knowledge and belief of the Promoters, Directors and substantial shareholders of YNHB, none of the other Promoters, Directors and/or substantial shareholders has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiaries.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**15.4 MATERIAL CONTRACTS**

Save as disclosed below, there are no other material contracts (including contracts not reduced into writing), not being contracts entered into in the ordinary course of business which have been entered into by YNHB and its subsidiary or associated companies within two (2) years preceding the date of this Prospectus: -

YNHB Group**YNHB**

- (a) Principal Agreement dated 7 September 2001 between TAHB, Dato' Dr. Yu Kuan Chon as the investor and Semai setting out the rights, duties and obligations of the respective parties in respect of the Transaction.

For the purposes of the Principal Agreement, "Transaction" means:

- (i) Share Capital Reorganisation - TAHB's proposed reduction and consolidation of its share capital by reducing its existing share capital of 207,597,589 ordinary fully paid up shares of RM1.00 and cancelling an amount of RM0.975 per share, resulting in a nominal value of RM0.025 per ordinary share and thereafter consolidating 40 ordinary shares of RM0.025 each into one ordinary share of RM1.00 each, thereby reducing the share capital to 5,189,940 ordinary fully paid up shares;
- (ii) Share Acquisition – acquisition by Semai of all of TAHB's fully paid up shares after the Share Capital Reorganisation exercise in consideration of 5,189,940 ordinary shares in Semai;
- (iii) SW Asset Acquisition – the acquisition by Semai of the issued and paid up share capitals of Kar Sin Berhad, Yu & Sons Sdn Bhd, Pilihan Data Sdn Bhd and Persiaran Eksklusif Sdn Bhd to be settled by an issue of shares in Semai;
- (iv) Share Disposal – subject to the Principal Agreement becoming unconditional in accordance with the terms therein, the disposal by Semai to a special purpose vehicle of the TAHB Shares for nominal consideration; and
- (v) Listing – subject to the Principal Agreement becoming unconditional in accordance with the terms therein, the admission of the shares and securities of Semai for quotation on the KLSE.

The total consideration for the transfer of the listing status of TAHB to Semai was RM15.0 million.

Novation Agreement dated 6 November 2001 between TAHB, Dato' Dr. Yu Kuan Chon, Semai and Giant Express Sdn Bhd (now known as Yu Neh Huat Berhad ("YNHB")) whereby the rights and liabilities of Semai under the Principal Agreement have been novated to YNHB for a consideration of RM1.00.

Pursuant to a letter from TAHB dated 27 August 2003 (which was acknowledged by YNHB and Dato' Dr. Yu Kuan Chon), it was agreed that the last date for the fulfillment of all conditions precedent in respect of the Principal Agreement and the Novation Agreement was to be extended to 31 December 2003.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (b) Agreement dated 6 November 2001 as amended by the supplemental agreements dated 20 December 2001, 15 February 2002 and 29 October 2002 between the late Dato' Yu Neh Huat, Yu Kuan Seng, Yu Kuan Huat, Dato' Dr. Yu Kuan Chon, Ling Mooi Hung and Teh Nai Sim (collectively the "KSB Vendors") and YNHB whereby the KSB Vendors agreed to sell to YNHB and YNHB agreed to purchase the entire issued and paid up capital of KSB free from all encumbrances, liens, pledges and other encumbrances and with all rights and advantages attaching thereto and accruing thereon for a total purchase price of RM211,098,000.00 to be satisfied by the issuance of ordinary shares of RM1.00 each and ICULS of nominal value RM1.00 each in YNHB to the KSB Vendors in the following proportion:-

Vendor	YNHB Shares	ICULS
The late Dato' Yu Neh Huat	Nil	Nil
Yu Kuan Seng	37,695,892	9,424,085
Yu Kuan Huat	52,020,124	13,005,185
Dato' Dr Yu Kuan Chon	61,067,550	15,267,068
Ling Mooi Hung	9,047,217	2,261,831
Teh Nai Sim	9,047,217	2,261,831
Total	168,878,000	42,220,000

- (c) Agreement dated 6 November 2001 as amended by the supplemental agreement dated 15 February 2002 between the late Dato' Yu Neh Huat, Yu Kuan Seng, Yu Kuan Huat and Dato' Dr. Yu Kuan Chon (collectively, the "YSSB Vendors") and YNHB whereby the YSSB Vendors agreed to sell to YNHB and YNHB agreed to purchase the entire issued and paid up capital YSSB, free from all encumbrances, liens, pledges and other encumbrances and with all rights and advantages attaching thereto and accruing thereon for a total purchase price of RM30,000,000.00 to be satisfied by the issuance of ordinary shares and ICULS of nominal value RM1.00 each of YNHB to the YSSB Vendors in the following proportions :-.

A supplemental agreement to the YSSB-SSA was entered into on 15 February 2002 ("Supplemental YSSB-SSA"). According to the Supplemental YSSB-SSA, 99,998 shares in YSSB were issued to Yu Kuan Huat and 99,998 shares in YSSB to Dato' Dr. Yu Kuan Chon on 10 December 2001. Accordingly, the purchase consideration for the shares in YSSB would be satisfied by way of issuance of the YNHB Shares and ICULS to the YSSB Vendors in the following proportions:

Vendors	YNHB Shares	ICULS
The late Dato' Yu Neh Huat	1,200,096	300,024
Yu Kuan Seng	1,200,096	300,024
Yu Kuan Huat	10,799,904	2,699,976
Dato' Dr Yu Kuan Chon	10,799,904	2,699,976
Total	24,000,000	6,000,000

- (d) Trust Deed dated 25 August 2003 between YNHB as issuer and AmTrustee Berhad, constituting the ICULS whereby in consideration of an agreed fee, AmTrustee Berhad agreed to act as trustee of the ICULS holders.
- (e) Facility Agency Agreement dated 25 August 2003 between YNHB and AmMerchant Bank Berhad whereby in consideration of an agreed fee, AmMerchant Bank Berhad agreed to act as facility agent in relation to the issue of the ICULS.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**KSB**

- (a) Sale and Purchase Agreement dated 12 April 2002 between Radiant Kiara Sdn Bhd as vendor and KSB as purchaser in respect of property held under Geran Mukim 1129, No Lot 1889, Mukim Batu, Sungai Teba, Daerah Kuala Lumpur, Wilayah Persekutuan, Kuala Lumpur measuring approximately 1.239 hectares for a purchase price of RM8,800,000.00.
- (b) Sale and Purchase Agreement dated 6 May 2002 between Pengurusan Danaharta Nasional Berhad as vendor and KSB as purchaser in respect of the property held under Geran 28007 Lot No 163, Section 57, Bandar and Daerah Kuala Lumpur, Negeri Wilayah Persekutuan measuring approximately 1.04 acres for a purchase price of RM20,100,000.00.

15.5 MATERIAL AGREEMENTS

Save as disclosed below, there are no other material agreements or contracts (including informal arrangements or understandings), as at 30 September 2003, which have been entered into by YNHB and its subsidiaries that are in subsistence: -

(i) Financing Agreements

Date of Letter of Offer	Name of Lender	Type of Facility	Limit of Facility (RM)
KSB			
8 April 2002 ¹	Public Bank Berhad (Sitiawan Branch)	Overdraft	32,000,000.00
27 November 2002 (Reinstatement)	Public Bank Berhad (Sitiawan Branch)	Fixed Loan	2,000,000.00
7 September 2000	Public Bank Berhad (Sri Manjung Branch)	Overdraft	4,500,000.00
15 August 2001	Public Bank Berhad (Sri Manjung Branch)	Fixed Loan	2,000,000.00
15 August 2002	Public Bank Berhad (Sri Manjung Branch)	Fixed Loan	8,000,000.00
4 April 2003	Public Bank Berhad (Sri Manjung Branch)	Fixed Loan	2,000,000.00
29 July 2002	Hong Leong Bank Berhad	Term Loan	4,000,000.00
18 August 2003	Hong Leong Bank Berhad	Overdraft Overdraft	5,000,000.00 6,000,000.00
30 May 2002	EON Bank Berhad	Overdraft	5,000,000.00

¹ Public Bank Berhad's Letter of Offer dated 8 April 2002 is for the additional OD Facility of a limit of RM6.0 mil. The original limit of the overdraft facility (RM26.0 mil) was confirmed by the letter of offer dated 8 April 2002.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Date of Letter of Offer	Name of Lender	Type of Facility	Limit of Facility (RM)
KSB (Cont'd)			
16 July 2003	EON Bank Berhad	Overdraft	3,000,000.00
14 September 2002	Alliance Bank Malaysia Berhad	Overdraft	5,000,000.00
28 February 2003	Alliance Bank Malaysia Berhad	Term Loan	3,000,000.00
17 April 2003	Alliance Bank Malaysia Berhad	Term Loan	10,000,000.00
10 January 2003	Malayan Bank Berhad	Overdraft	3,000,000.00
		Short Term Revolving Credit	2,000,000.00
LVS			
23 June 1997	Public Bank Berhad (Sitiawan Branch)	Overdraft	10,000,000.00
22 October 1997	Public Bank Berhad (Sri Manjung Branch)	Overdraft	5,000,000.00

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

(ii) Joint Venture Agreements ("JVA")

Type of Agreement	Date	Land Title Details	Parties to the agreement		Consideration payable by Developer to Landowner	Commitment by the YNHB Group (RM)
			Developer	Landowner		
JVA	18 June 2002	HS(D) Dgs 9845 PT 18591 to HS(D) Dgs 10047 PT 18793, Mukim Sitiawan, Bandar Baru Seri Manjung, Fasa 2C	KSB	HSB	Landowner has been paid RM10,000-00 as refundable deposit. Landowner shall be entitled to 23% of the sales revenue of the units sold which shall be paid upon issuance of the certificate of fitness for occupation.	4,516,050.92
JVA	18 March 2003	CT 21271 Lot 10496, Mukim of Sitiawan	KSB	Perumahan Manjung Sdn Bhd*	Landowner has been paid RM10,000-00 as refundable deposit. Landowner shall be entitled to 23% of the sales revenue of the units sold which shall be paid upon issuance of the certificate of fitness for occupation.	Type of development yet to be determined.
JVA	18 June 2002	HS(D) Dgs 17795 PT 24655 to HS(D) Dgs 17859 PT 24718, Mukim Sitiawan Bandar Baru Seri Manjung	KSB	YSSB	Landowner has been paid RM10,000-00 as refundable deposit. Landowner shall be entitled to 23% of the sales revenue of the units sold which shall be paid upon issuance of the certificate of fitness for occupation	2,511,634.04
JVA	23 July 2002	EMR 1616 Lot 803, Mukim of Sitiawan, District of Manjung	KSB	Hong Kim Lee (trustee)	Landowner has been paid RM5,000-00 as consideration to enter into this agreement. The beneficiaries shall be entitled to 25% of each and every class of commercial and residential units to be erected on the land.	Type of development yet to be determined.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

(ii) JVA (Cont'd)

Type of Agreement	Date	Land Title Details	Parties to the agreement	Consideration payable by Developer to Landowner	Commitment by the YNHB Group (RM)
JVA	28 May 2003	Pajakan Negeri 112093 Lot 224018 and Pajakan Negeri 112094 Lot 224019 in Mukim of Hulu Kinta, Daerah Kinta, Negeri Perak	KSB Fresh Melody Sdn Bhd	Landowner has been paid RM 18,000,000-00 as refundable deposit. Landowner shall be entitled to 35% of the sales revenue of the units/and land plots derived from the sale thereof. There is a further option for KSB to purchase the said land, the selling price of which is to be determined by the average value of the amount as determined by 2 licensed valuers appointed by the Landowner and KSB. Provided that the selling price shall not in any event be less than RM25 million.	Type of development yet to be determined.
JVA	12 December 2002	Geran Mukim 2896 Lot 730, Mukim of Sitiawan, Daerah Manjung	KSB Sunrise Realty Sdn Bhd	Landowner has been paid a consideration of RM7,500-00. Landowner shall be entitled to 23% of each and every class of commercial / residential housing units to be erected on the said land.	Type of development yet to be determined.
JVA	12 December 2002	Geran Mukim 3799 Lot 2569, Mukim of Sitiawan, Daerah Manjung	KSB Sunrise Realty Sdn Bhd	Landowner has been paid a consideration of RM7,500-00. Landowner shall be entitled to 23% of each and every class of commercial / residential housing units to be erected on the said land.	Type of development yet to be determined.
JVA	9 October 1998	Title has yet to issued by the relevant authorities	KSB Arena Inovasi Sdn Bhd*	Landowner has been paid a security deposit of RM13,500,000-00. Landowner shall be entitled to 25% of the sale proceeds of the buildings sold provided that the Landowner's entitlement shall not be less than RM 18,500,000.	Type of development yet to be determined.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

(ii) JVA (Cont'd)

Type of Agreement	Date	Land Title Details	Parties to the agreement	Consideration payable by Developer to Landowner	Commitment by the YNHB Group (RM)
JVA	15 February 1997	Geran 7257 Lot 14838, Mukim Sitiawan	Perumahan Manjung Sdn Bhd*	Landowner has been paid RM8,000-00 as refundable deposit. Landowner shall be entitled to 23% of the sales revenue of the units sold.	Type of development yet to be determined.
JVA	15 February 1997	EMR 2437 Lot 2672, Mukim Sitiawan	Perumahan Manjung Sdn Bhd*	Landowner has been paid RM8,000-00 as refundable deposit. Landowner shall be entitled to 23% of the sales revenue of the units sold.	Type of development yet to be determined.
JVA	13 February 2001	Lot 188 and a piece of government land measuring 4.5 acres, Mukim Lumut, Daerah Manjung	Syarikat MajuPerak Bhd	Landowner has been paid RM200,000-00 as non refundable cash deposit. Landowner shall be entitled to 17% of the selling price of each unit of houses built under the project. Both parties agree that the Landowner's entitlement shall be at least RM 2,250,000.	Approximately 2,250,000

Note:-

* Companies related to certain directors and/or substantial shareholders of YNHB.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

15.6 MATERIAL LITIGATION

YNHB Group

Save as disclosed below, as at 30 September 2003, the Group is not engaged whether as plaintiff or defendant in any legal action, proceeding, arbitration or prosecution for any criminal offence, which has a material effect on the financial position of the Group and the Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of YNHB and its subsidiaries.

1. A claim for specific performance by Lau Geok Swee & Co Sdn Bhd ("LGS") against KSB vide Ipoh High Court, Civil Suit No. 22-240-02. LGS is claiming for specific performance of a sale and purchase agreement dated 28 October 1995 entered into between the LGS as vendor and KSB as purchaser in respect of a piece of property held under Lot No. 2, Town of Lumut for a purchase price of RM4,496,698-80. A deposit and part payment of the purchase consideration amounting to RM674,504-85 had been paid by KSB pursuant to the said agreement.

The solicitors of KSB had confirmed that a statement of defence and a counter-claim had been filed on behalf of KSB. Pursuant to the counter claim, KSB is seeking a declaration that the said agreement has been rescinded and is seeking a refund of the deposit and part payment of RM674,504-85 made by KSB to the LGS. The matter has been fixed for case management on 5 December 2003.

15.7 GENERAL INFORMATION

- (a) The nature of the Company's business is described in Section 4 of this Prospectus. The corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 has been disclosed in Section 4.3 of this Prospectus.
- (b) The time of the opening and closing of the Application Lists of the Offer for Sale and Placement are set out in Indicative Timetable page of this Prospectus.
- (c) The amount payable in full on application for the Offer for Sale and Placement Shares is RM1.00 per ordinary share of RM1.00 each.
- (d) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 16 of this Prospectus.
- (e) As at the date of this Prospectus, the Group has not established a place of business outside Malaysia.
- (f) Save as disclosed in this Prospectus, the financial conditions and operations of the Group are not affected by any of the following: -
 - (i) known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
 - (ii) material commitments for capital expenditure;

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (iii) unusual or infrequent events or transactions or any significant economic changes that materially affect the amount of reported income from operations; and
- (iv) known trends or uncertainties that have had or that the Group reasonably expects to have a materially favourable or unfavourable impact on revenues or operating income.

As far as the Directors are aware, the Group is not vulnerable to any specific factors or events of a particular nature other than those normal commercial risks experienced during the normal course of business.

- (g) Save as disclosed in Section 11.4 of this Prospectus, there is no loan capital outstanding or mortgages and charges in relation to the Group as at the date of this Prospectus.
- (h) Save as disclosed in Sections 8.2.3 and 11.4 of this Prospectus, neither the Company nor its subsidiaries have any outstanding convertible debt securities.
- (i) The names and addresses of the Auditors and the Reporting Accountants are set out in "Corporate Information" section of this Prospectus.
- (j) Save for the Share Swap with YNHB, Proposed ESOS and the conversion of the ICULS, there is no other issuance or proposed issuance of the share capital of the Company or any of its subsidiaries within two (2) years immediately preceding the publication of the prospectus for cash. In relation to the Proposed ESOS and the conversion of the ICULS, the conversion price and the exercise price of the ESOS options will be paid as and when the ICULS are converted and the ESOS options are exercised.
- (k)
 - (i) Brokerage is payable by the Offerors at the rate of 1.0% of the public issue and offer price of RM1.00 per ordinary share of RM1.00 each to the parties in the circumstances specified in Section 2.9 of this Prospectus.
 - (ii) A placement fee at the rate of two percent (2.0%) is payable by the Offerors in respect of all the Placement Shares successfully placed out by the Placement Agent.
 - (iii) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up share capital of the Company on the Main Board of the KLSE estimated at RM4.05 million will be borne by the Company.
- (l) No commission, discount, brokerage or other special terms have been granted within the two (2) preceding years immediately preceding the date of this Prospectus in connection with the sale or issue of any share capital of the Company or its subsidiary companies.
- (m) During the last financial year and the current financial year to date, there were no:
 - (i) public take-over offers by third parties in respect of the Company's shares; and

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (ii) public take-over offers by the Company in respect of other companies' shares.
- (n) No property has been acquired or is proposed to be acquired by the Company or its subsidiaries in contemplation of the Offer For Sale and Placement.
- (o) Save as disclosed in Section 3(x), 5.1, 5.2 and 5.3 of this Prospectus, the Directors and substantial shareholders are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the YNHB Group.
- (p) There are no directors' existing or proposed service contracts with YNHB or any of its subsidiaries, excluding contracts expiring or determinable by YNHB or its subsidiary companies without payments or compensation (other than statutory compensation) within one (1) year from the date of this Prospectus.
- (q) TAHB will serve a notice of book closure vide an advertisement in a widely circulated newspaper for the purposes of the cancellation of the existing ordinary shares of RM1.00 each in TAHB and thereafter, the issue of the Consolidated Shares pursuant to the Capital Reduction and Consolidation. Subsequently, the Consolidated Shares will be swapped with YNHB Shares.

15.8 CONSENTS

1. The consent of the Adviser, Placement Agent, Facility Agent, Special Administrators of TAHB, Solicitors, Trustee, Principal Bankers, Registrar and Paying Agent, Company Secretary, Issuing House to the inclusion in this Prospectus of their names in the context and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
2. The consent of the Auditors and Reporting Accountants for the inclusion in this Prospectus of their name, letter on the consolidated profit estimate and forecast for the financial years ending 31 December 2003 and 31 December 2004, letter on the proforma consolidated balance sheets as at 31 December 2002 and Accountants' Report in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
3. The consent from the Valuers for the inclusion in this Prospectus of their name and letters relating to their valuations of the property development projects and landed properties as set out in this Prospectus in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

15. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

15.9 DOCUMENTS FOR INSPECTION

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

- (a) The Memorandum and Articles of Association of the Company;
- (b) The material contracts referred to in Sections 15.4 and 15.5 of this Prospectus respectively;
- (c) The Directors' Report and Accountants' Report as included herein;
- (d) The Reporting Accountants' letters relating to the Consolidated Profit Estimate and Forecast for financial year ending 31 December 2003 and 31 December 2004 and Proforma Consolidated Balance Sheets as at 30 April 2003 as included herein;
- (e) The valuation certificates dated 23 October 2003 prepared by Colliers and DMC as included herein;
- (f) Trust Deed for the ICULS;
- (g) The audited financial statements of YNHB for the financial period 18 October 2001 to 30 November 2001 and financial year ended 31 December 2002 and its subsidiaries for the past five (5) financial years ended 31 December 2002;
- (h) The writ and cause papers in respect of the material litigation and arbitration referred to in Section 15.6 of this Prospectus;
- (i) The latest audited financial statements of YNHB and its subsidiaries for the financial period ended 30 April 2003; and
- (j) The letters of consent referred to in Section 15.8 of this Prospectus.

15.10 RESPONSIBILITY STATEMENTS

- (a) This Prospectus has been seen and approved by the directors and promoters of YNHB and/or the Offerors and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm that, after having made all reasonable enquiries, and 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 statements herein false or misleading. The directors hereby accept full responsibility for the profit estimate and forecast included in this Prospectus, and confirm that the profit estimate and forecast have been prepared based on assumptions made.
- (b) AmMerchant Bank, being the Adviser/Placement Agent, 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 Offer for Sale and Placement and are satisfied that any profit estimate and forecast (for which the directors of YNHB are fully responsible) prepared for inclusion in the Prospectus have been stated by the directors after due and careful enquiry and have been duly reviewed by the Reporting Accountant.