

## 14. OTHER STATUTORY INFORMATION

### 14.1 Share Capital

- (i) No Shares will be allotted on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. As at the date of this Prospectus there is only one class of shares in the Company, namely Shares, all of which rank *pari passu* with one another.
- (iii) Save for the 4,250,000 Shares reserved for Directors and eligible employees of BLDP Group as disclosed in Section 2.5 of this Prospectus, no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of BLDP Group.
- (iv) None of the capital of BLDP Group is under any option or agreed conditionally or unconditionally to be put under any option.
- (v) There are no restrictions on the transfer of the Shares of the Company, except as otherwise required by law.
- (vi) A Director is not required to hold any qualification shares in the Company.
- (vii) Save as disclosed in Section 4.6 of this Prospectus, no shares, stock or debentures in the Company or its subsidiaries have been issued or are proposed to be issued as partly or fully paid-up for cash or otherwise than in cash within the two (2) years preceding the date of this Prospectus.
- (viii) No shares, stock or debentures in the Company or its subsidiaries have been issued or are proposed to be issued as partly or fully paid-up by way of rights or allotted to the existing shareholders of BLDP on a pro-rata basis within the two (2) years preceding the date of this Prospectus.

### 14.2 Articles of Association

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

#### 14.2.1 Transfer of share

The provisions in the Company's Articles of Association in respect of transfer of securities are as follows :-

Article	Titles	Provisions
29	<b>Execution of instruments of transfer</b>	Every instrument of transfer shall be in writing and in the prescribed form as approved under the Rules and shall be presented to the Central Depository with such evidence (if any) as the Central Depository may require, from time to time, to prove that the title of the intending transferor and the intended transferee is a qualified person.
30	<b>Transfer of securities</b>	Subject to the restriction imposed by these Articles, the Listings Requirements, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the transfer of any Listed Securities or class of Listed Securities 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 transfers of the Listed Securities.

**14. OTHER STATUTORY INFORMATION (cont'd)**

Article	Titles	Provisions
31	No liability	<p>(a) Neither the Company nor its Directors nor any of its officers shall incur any liability for any transfer of Securities 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 that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise defective manner. And in every such case, the transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such Securities and the previous holder shall so far as the Company is concerned, be deemed to have transferred his whole title hereto.</p> <p>(b) The Directors may in their absolute discretion decline to register any transfer of shares where the registration of the transfer would result in a contravention of or failure to observe the provisions of any laws in Malaysia or the transfer is in respect of a partly paid share in respect of which a call has been made and is unpaid.</p> <p>(c) The Central Depository may in its absolute discretion refuse to register any transfer of Securities that does not comply with the Central Depositories Act and the Rules.</p>
32	Person under disability	Subject to Article 31(c), no Securities shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.
35	Renunciation	Subject to the provisions of these Articles, the Directors may recognise a renunciation of any Securities by the Allottee thereof in favour of some other persons.
40	Transmission of securities	<p>(a) Where :-</p> <p>(i) the Securities of the Company are listed on an Approved Market Place; and</p> <p>(ii) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such securities;</p> <p>the Company shall, upon request of a Securities holder, permit a transmission of Securities held by such Securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place ("the Foreign Register") to the register of holders maintained by the registrar of the Company in Malaysia ("the Malaysian Register") provided that there shall be no change in the ownership of such Securities.</p> <p>(b) For the avoidance of doubt, no transmission of Securities from the Malaysian Register into the Foreign Register shall be allowed by the Company despite the fulfilment of the requirements in Articles 41(a)(i) and 41(a)(ii) above.</p>

**14. OTHER STATUTORY INFORMATION (cont'd)****14.2.2 Remuneration of Directors**

The provisions in the Company's Articles of Association in respect of remuneration of the Directors are as follows :-

Article	Titles	Provisions
93	<b>Directors' remuneration</b>	<p>The fees payable to the Directors shall from time to time be determined by an ordinary resolution of the Company in general meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree Provided Always that :-</p> <p>(a) salaries payable to executive Director(s) may not include a commission on or percentage of turnover;</p> <p>(b) fees payable to non-executive Directors shall be a fixed sum and not by a commission on or percentage of profits or turnover;</p> <p>(c) 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; and</p> <p>(d) fees payable to Directors 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.</p>
94	<b>Reimbursement of Expenses</b>	<p>(a) 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.</p> <p>(b) If by arrangement with the Directors, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing 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 a special remuneration in addition to his Director's fees and such special remuneration may be by way of a fixed sum or otherwise as may be arranged.</p>

**14. OTHER STATUTORY INFORMATION (cont'd)****14.2.3 Voting and Borrowing Powers of Directors**

The provisions in the Company's Articles of Association in respect of voting and borrowing powers of Directors are as follows :-

Article	Titles	Provisions
98	<b>Directors' borrowing powers</b>	<p>(a) 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.</p> <p>(b) 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.</p>
114	<b>Restriction on Voting</b>	A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest and if he shall do so his vote shall not be counted.
115	<b>Power to vote</b>	<p>Subject to Article 114, a Director may vote in respect of :-</p> <p>(a) 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;</p> <p>(b) 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 security;</p> <p>(c) any contract to a Director to subscribe for or underwrite shares or debentures of the Company;</p> <p>(d) any contract or arrangement with any other company in which he is interested only as an officer of the company or as holder of shares or other securities; or</p> <p>(e) any contract or proposed contract which has been or will be made with or for the benefit of or on behalf of a corporation (as defined in the Act) in which he is a director and such corporation is, by virtue of Section 6 of the Act deemed to be related to the Company,</p> <p>Provided that these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in general meeting.</p>

**14. OTHER STATUTORY INFORMATION (cont'd)****14.2.4 Changes in Capital or Variation of Class Rights**

The provision in the Company's Articles of Association as to the changes in capital or variation of class rights, which are no less stringent than those required by law, are as follows:-

Article	Titles	Provisions
4	<b>Allotment of shares and shares to be under the control of Directors</b>	<p>Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of these Articles, the Act and to the provisions of any resolution of the Company, shares in the Company for the time being unissued (whether forming part of the original capital or of any increase in capital) are under the control of the Directors who may issue, allot or otherwise dispose of such shares to such persons, on such terms and conditions, with such preferred, deferred or other special rights and subject to such restrictions whether in regard to dividend, voting, return or capital and at such times as the Directors may determine but the Directors in making any issue of shares shall comply with the following conditions:-</p> <p>(a) No shares shall be issued at a discount except in compliance with the provisions of Section 59 of the Act;</p> <p>(b) In the case of shares offered to the public for subscription the amount payable on application on each share shall not be less than five per centum (5%) of the nominal amount of the share;</p> <p>(c) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles and in the resolution creating the same;</p> <p>(d) no issue of shares shall be made which will have the effect of transferring a controlling interest in the Company to any person, company or syndicate without the prior approval of the Members of the Company in a general meeting;</p> <p>(e) and no Director shall participate in any issue of shares or options to employees unless:-</p> <p>(i) the Members in a general meeting have approved the specific allotment to be made to such Director; and</p> <p>(ii) he holds office in the Company in an executive capacity PROVIDED ALWAYS that a Director not holding office in an executive capacity may also participate in an issue of shares pursuant to a public issue or public offer.</p>
5	<b>Shares buy back</b>	<p>The Company shall have the power, subject to and in accordance with the provisions of the Act and any rules, regulations and guidelines thereunder issued by the Exchange and any other relevant authorities or in respect thereof for the time being in force, to purchase its own shares and thereafter to deal with the shares purchase in accordance with the provisions of the Act and any rules, regulations and guidelines issued by the Exchange and any other relevant authorities in respect thereof.</p>

**14. OTHER STATUTORY INFORMATION (cont'd)**

Article	Titles	Provisions
7	<b>Repayment of preference capital</b>	Notwithstanding Article 8, the repayment of preference share capital other than redeemable preference shares or any alteration of preference shareholders' rights shall only be made pursuant to a Special Resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing obtained from the holders of three-fourths (3/4) of the preference capital concerned within two (2) months of the meeting, shall be as valid and effectual as a Special Resolution carried at the meeting.
8	<b>Modification of class rights</b>	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 or abrogated 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 that class. To every such separate general meeting the provisions of these Articles relating to the general meetings shall mutatis mutandis apply 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 apply with such adaptations as are necessary.
9	<b>No alteration of rights by issuance of new shares</b>	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.

**14.3 Directors, Substantial Shareholders and Key Management**

- (i) The names, addresses and occupations of the Directors are set out in "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 Directors of BLDP and their respective interests (direct and indirect) before and after the Public Issue are as follows :-

Directors	Designation	← Before the Public Issue →				← After the Public Issue # →			
		Direct	%	Indirect	%	Direct	%	Indirect	%
Tan Sri Datuk Amar Haji Bujang Mohd. Nor	Independent Non-Executive Chairman	-	-	-	-	100,000	0.12	-	-
Dato Sri Lau Hui Kang	Deputy Executive Chairman	21	*	36,957,181 <sup>a</sup>	57.49	470,021	0.55	37,427,181 <sup>a</sup>	44.03
Henry Lau Lee Kong	Executive Director	-	-	35,722,664 <sup>b</sup>	55.56	470,000	0.55	36,192,664 <sup>b</sup>	42.58
Tuan Haji Wan Abdillah bin Wan Hamid	Executive Director	21	*	17,187,107 <sup>c</sup>	26.73	470,021	0.55	17,187,107 <sup>c</sup>	20.22
Robert Lau Hui Yew	Non-Executive Director	-	-	34,008,634 <sup>d</sup>	52.90	100,000	0.12	34,008,634 <sup>d</sup>	40.01

**14. OTHER STATUTORY INFORMATION (cont'd)**

Directors	Designation	Before the Public Issue				After the Public Issue #			
		Direct	%	Indirect	%	Direct	%	Indirect	%
Chong Chon Chee	Independent Non-Executive Director	-	-	-	-	100,000	0.12	-	-

*Notes:-*

\* negligible percentage

# include pink-form entitlement

a deemed interested by virtue of his Substantial Shareholding in KTS, BLDH, C.A. Trading Sdn Bhd, CA, Faircom Enterprises Sdn Bhd and his family's interests in BLDP

b deemed interested by virtue of his Substantial Shareholding in KTS, BLDH, C.A. Trading Sdn Bhd, CA and his family's interests in BLDP. He is also the son of Dato Sri Lau Hui Kang

c deemed interested by virtue of his Substantial Shareholding in Syarikat Payang and Hamimas

d deemed interested by virtue of his Substantial Shareholding in KTS, BLDH and Vasty Development Sdn Bhd and his family's interests in BLDP

- (iv) The Substantial Shareholders of BLDP and their respective interests (direct and indirect) before and after the Public Issue are as follows :-

Name	Designation	Before the Public Issue				After the Public Issue #			
		Direct	%	Indirect	%	Direct	%	Indirect	%
BLDH	] Substantial Shareholders	33,412,330	51.97	-	-	33,412,330	39.31	-	-
Syarikat Payang	] ]	15,017,470	23.36	-	-	15,017,470	17.67	-	-
TWA	] ]	3,254,487	5.06	-	-	3,254,487	3.83	-	-
Dato Sri Lau Hui Kang	Promoter, Director and Substantial Shareholder	21	*	36,957,181 <sup>a</sup>	57.49	470,021	0.55	37,427,181 <sup>a</sup>	44.03
Henry Lau Lee Kong	Promoter, Director and Substantial Shareholder	-	-	35,722,664 <sup>b</sup>	55.56	470,000	0.55	36,192,664 <sup>b</sup>	42.58
Lau Swee Nguong @ Lau Sui Guang	Substantial Shareholder	-	-	34,203,903 <sup>c</sup>	53.20	100,000	0.12	34,303,903 <sup>c</sup>	40.36
Tuan Haji Wan Abdillah bin Wan Hamid	Promoter, Director and Substantial Shareholder	21	*	17,187,107 <sup>d</sup>	26.73	470,021	0.55	17,187,107 <sup>d</sup>	20.22
YB Dato' Seri Law Hicng Ding	Substantial Shareholder	-	-	3,254,487 <sup>e</sup>	5.06	-	-	3,254,487 <sup>e</sup>	3.83
Robert Lau Hui Yew	Directors and Substantial Shareholder	-	-	34,008,634 <sup>f</sup>	52.90	-	-	34,008,634 <sup>f</sup>	40.01

*Notes:-*

\* negligible percentage

# incorporating the proposed pink form allocation

a deemed interested by virtue of his Substantial Shareholding in KTS, BLDH, C.A. Trading Sdn Bhd, CA, Faircom Enterprises Sdn Bhd and his family's interests in BLDP

b deemed interested by virtue of his Substantial Shareholding in KTS, BLDH, C.A. Trading Sdn Bhd, CA and his family's interests in BLDP. He is also the son of Dato Sri Lau Hui Kang

c deemed interested by virtue of his Substantial Shareholding in KTS, BLDH and Vasty Development Sdn Bhd and his family's interests in BLDP

d deemed interested by virtue of his Substantial Shareholding in Syarikat Payang and Hamimas

e deemed interested by virtue of his Substantial Shareholding in TWA

f deemed interested by virtue of his Substantial Shareholding in KTS, BLDH and Vasty Development Sdn Bhd and his family's interests in BLDP. He is also the son of Lau Swee Nguong @ Lau Sui Guang

**14. OTHER STATUTORY INFORMATION (cont'd)**

- (v) Save as disclosed in Section 10.3 of this Prospectus and to the best knowledge and belief of the Promoters, Directors and Substantial Shareholders of BLDP, none of the other Directors and/or Substantial Shareholders of BLDP has any interest, direct or indirect, in any business carrying on a similar trade as BLDP Group.
- (vi) Other than salary and employment related benefits as disclosed in Section 8.4.4 of this Prospectus, no amount or benefit has been paid or given within two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any Promoter.
- (vii) Save as disclosed in Section 10.2.1 of this Prospectus, none of the Directors or experts has any other interest, direct or indirect, in the promotion of or in any assets which have, within the two (2) years immediately preceding the date of this Prospectus, been 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 its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Company and its subsidiaries taken as a whole.
- (viii) Save as disclosed in Section 10.2 of this Prospectus, as at the date of this Prospectus, none of the Directors or the Substantial Shareholders are interested, directly or indirectly, in any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of BLDP Group
- (ix) Save as disclosed in paragraph Section 2.8 of this Prospectus, 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 Director, proposed Director, Promoter or expert is or are entitled to receive any such payment.
- (x) Save as disclosed in Section 3.12 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 BLDP Group.

**14.4 General**

- (i) The nature of BLDP Group'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 4.6 of this Prospectus.
- (ii) The time of the opening of the Application Lists is set out in Section 2.1 of this Prospectus.
- (iii) The amount payable in full on application is RM2.00 per Share.
- (iv)
  - (a) Underwriting fees are payable by the Company to the Managing Underwriter and Underwriters mentioned in Section 2.8 of this Prospectus at the rate of 2.0% of the Public Issue price of RM2.00 per Share.
  - (b) Brokerage at the rate of 1% of the Public Issue Price of RM2.00 per Share is payable by the Company in respect of successful applications bearing the stamp of AmMerchant Bank, member companies of the KLSE, members of the Association of Merchant Banks in Malaysia, members of the Association of Banks in Malaysia or MIH; and
  - (c) Expenses incidental to the listing and quotation of the entire issued and paid-up share capital of the Company on the KLSE amounting to approximately RM3.50 million will be borne by the Company.
- (v) The BLDP Group has not established a place of business outside Malaysia.



#### 14. OTHER STATUTORY INFORMATION (cont'd)

- (vi) Except as disclosed in Section 3 of this Prospectus, the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of BLDP Group.
- (vii) The Company and its subsidiaries have not issued any convertible debt securities.
- (viii) The names and addresses of the Auditors and Reporting Accountants of the Company are as set out in the "Corporate Information" section of this Prospectus.
- (ix) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 15.2 of this Prospectus.

#### 14.5 Material Contracts (not being contracts entered into in the ordinary course of business)

Save as disclosed in Section 10.2.1 of this Prospectus and hereunder, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by BLDP Group within the two (2) years immediately preceding the date of this Prospectus:-

- (i) Subordination Agreement dated 9 October 1998 between GM, KTS, BLD and HSBC Bank (Malaysia) Berhad whereby KTS and BLD agreed to sub-ordinate any indebtedness and all other amounts which may be owing by GM in the future. The sub-ordination shall continue to be in force as long as any sum remains owing by GM to HSBC Bank (Malaysia) Berhad;
- (ii) Corporate guarantee dated 22 April 2002 from BLD to RHB Bank Berhad whereby BLD agreed to pay RHB Bank Berhad upon the default by Niamas on a demand being made on BLD thereafter all sums of money which are owed or shall at any time owing to RHB Bank Berhad, provided that the liability enforceable against BLD shall not exceed RM16,000,000;
- (iii) Letter of subordination dated 22 April 2002 from BLD to RHB Bank Berhad whereby BLD agreed to irrevocably undertake that unless the RM16,000,000 term loan granted to Niamas are repaid, BLD shall not set-off or counter claim or in any other manner make any claim against Niamas in respect of all monies whatsoever new or hereafter from time to time owing to RHB Bank Berhad by Niamas (the "Subordinated Debt"). In the event of any payment or distribution of Niamas' assets, in cash or in kind upon any dissolution, winding-up, liquidation, RHB Bank Berhad shall be entitled to receive payment in full in respect of the credit facilities in priority of the Subordinated Debt;
- (iv) On 7 February 2001, BLD entered into a Joint Venture Agreement with SLDB to collaborate with SLDB in developing a parcel of NCR Land known as Ulu Sg. Niah in Sawai Land District measuring approximately 2,458 Ha into an oil palm plantation (the "Project"). The implementation of the Project is to be undertaken by a joint venture company ("JVC"), by SLDB and BLD with a minimum authorised capital of RM10,000,000 and issued and paid up capital of RM5,899,200 only. The JVC is "Niamas Istimewa Sdn Bhd". The shareholding proportion of the JVC shall comprise of SLDB (10%), BLD (60%) and NCR owners (30%). The shareholdings of the NCR owners shall be held by SLDB in trust for the NCR owners. The JVC shall notify the shareholders of any increase in the issued and paid-up capital and each party shall pay for the increase in the issued and paid-up capital in accordance with their shareholding proportion. Payment can be made by way of cash or further alienation of land, provided that, SLDB shall at all times have not less than 40% of the issued and paid-up capital;
- (v) Corporate guarantee dated 7 February 2002 from BLD to HSBC Bank Malaysia Berhad (the "Bank") whereby BLD agreed to pay the Bank upon the default by GM on a demand being made on BLD thereafter all sums of money which are owed or shall at any time owing to the Bank, provided that the liability enforceable against BLD shall not exceed RM25,000,000;

**14. OTHER STATUTORY INFORMATION (cont'd)**

- (vi) On 27 May 2003, BLDP entered into an Underwriting Agreement with AmMerchant Bank as the Managing Underwriter and AmMerchant Bank, Aseambankers Malaysia Berhad, Malaysian International Merchant Bankers Berhad and K & N Kenanga Bhd as Underwriters for the underwriting of 4,390,000 Shares in BLDP.

**14.6 Material Agreements**

Save as disclosed in Section 10.2.2 and hereunder, there are no other agreements which are or may be material which have been entered into by BLDP Group as at the date of this Prospectus:-

- (i) On 1 September 1999, BLD entered into a Crude Palm Oil Purchase Agreement with BEO to sell BLD's full production of CPO produced at BLD's palm oil mill.

The selling price of CPO delivered to BEO is on delivery basis. It is computed on the monthly Peninsular Malaysia MPOB CPO average price for the particular delivery month less the sum of RM40 per metric ton. BLD has the option to fix the purchase price up to current plus 2 months in advance at a price to be mutually agreed upon by the parties and based on the then current market price of CPO. The aforesaid option is exercisable in respect of individual contract where the amount of CPO to be sold is a minimum of 250 tons.

The term of the agreement was for a period of one (1) year. The aforesaid term is to be automatically extended for a period of one (1) year upon the expiry of each period of one (1) year subject to the same terms and conditions of the agreement unless terminated by either party giving the other party a written notice of termination one (1) month prior to the expiry of that period. Notwithstanding any provision in the agreement, any party is entitled to terminate the agreement at any time by giving three (3) months prior written notice of termination to the other party. The current agreement will be renewed on 31 August 2003;

- (ii) On 27 May 1996, BLD entered into an Agreement for supply of Palm Kernel to Premium Vegetable Oils Sdn Bhd based on the monthly national PORLA average price for the particular month less RM72.00 per MT. The agreement is valid for a period of 3 months from 1 May 1996 onwards, thereafter the agreement is to be automatically renewed by the same period unless terminated by either party giving the other party 1 month prior notice in writing;

- (iii) On 1 September 1999, BLD entered into a PK Purchase Agreement with BEO to sell its PK production. The selling price of the PK is computed on the monthly national MPOB PK (local ex-mill) average price for contract month less the deduction of the aggregate of the sales tax and the sum of RM50 per MT.

BLD also has the option to fix the purchase price up to current plus two (2) months in advance at a price to be mutually agreed upon by the parties and based on the then current market price of PK. The option is exercisable in respect of individual contract where the amount of palm kernel to be sold in a minimum of 100 MT and does not exceed a maximum of 300 MT.

The term of the agreement was for a period of one (1) year. The aforesaid term is to be automatically extended for a period of one (1) year upon the expiry of each period of one (1) year subject to the same terms and conditions of the agreement unless terminated by either party giving the other party a written notice of termination one (1) month prior to the expiry of that period. Notwithstanding any provision in the agreement, any party is entitled to terminate the agreement at any time by giving three (3) months prior written notice of termination to the other party. The current agreement will be renewed on 31 August 2003;

- (iv) On 28 September 2000, BLD entered into a Timber Logs Extraction Agreement with Rimba Istimewa Sdn Bhd ("RISB") to engage RISB to extract timber logs from BLD's Timber Concession Area under Forest Licence No. T/0127. The contract fee for logs extraction and transportation is RM204 per m<sup>3</sup>. The contract fee may only be varied by mutual consent of the parties. BLD and RISB may terminate the Agreement by giving to the other party one (1) month's written notice of its intention to do so. The agreement may be terminated by mutual written consent of the parties hereto;

**14. OTHER STATUTORY INFORMATION (cont'd)**

- (v) On 2 March 1999, BLD entered into an Agreement for Sale and Purchase of FFB with Seatex Development Sdn Bhd ("Seatex") whereby Seatex agreed to sell its full production of FFB to BLD's palm oil mill and BLD agreed to purchase the FFB at the prevailing market price net of all relevant charges and taxes. The agreement is valid for a period of two (2) years commencing from 1 February 1999 to 31 January 2001. BLD has via its letter dated 30 January 2001 extended the agreement for an additional one (1) year from 1 February 2001 to 31 January 2002. The terms and conditions of the agreement were also revised via the same letter whereby the agreement is automatically extended for one year upon expiry of each of the one year period unless terminated by either party via a written notice of such intention one month prior to expiry of that period;
- (vi) Letter dated 31 March 1998 issued by the BLD to Wawasan Oil Palm Industries Sdn Bhd ("WOP") to buy FFB from WOP at the prevailing market price, net of all relevant charges and taxes; and
- (vii) Agreement dated 30 December 2002 between BLD and Seatex Development Sdn Bhd ("Seatex") whereby Seatex Development Sdn Bhd agrees to supply BLD at least 35,000 MT of FFB for year 2003 at no more than the prevailing market rate. As part of the agreement, BLD agrees to provide financial assistance of RM1 million ("Loan Sum") to Seatex, to be repaid via monthly instalments of RM100,000 commencing 1 February 2003 or set-off against the payment for FFB purchased. The performance of this agreement and the repayment of the Loan Sum is guaranteed by Ha Tiung Noon and Chan Yit Fong, directors of Seatex. This agreement is valid until the Loan Sum and resulting interest is repaid in full and may be terminated with written notice by BLD.

**14.7 Public Take-Overs**

During the last financial year and the current financial year, there were:-

- (i) No public take-over offers by third parties in respect of the Company and its subsidiaries' shares.
- (ii) No public take-over offers by BLDP Group in respect of other companies' shares.

**14.8 Material Litigation**

Neither the Company nor its subsidiaries has engaged in any material litigation whether, as plaintiff or defendant, and the Board of Directors has no knowledge of any proceedings pending or threatened against BLDP Group or of any facts likely to give rise to any proceedings which might materially and adversely affect the position or business of the Company and its subsidiaries.

**14. OTHER STATUTORY INFORMATION (cont'd)****14.9 Consents**

- (i) The written consents of the Adviser and Managing Underwriter, Underwriters, Solicitors, Principal Bankers, Registrars 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.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letters relating to the profit forecast for the financial year ending 31 December 2003 and Proforma Consolidated Balance Sheets as at 31 December 2002 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.
- (iii) The written consent of the Market Researcher to the inclusion in this Prospectus of their name and quotation as set out in this Prospectus in the form and context in which they appear has been given before the issue of this Prospectus and has not subsequently been withdrawn.

**14.10 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 six (6) months from the date of this Prospectus:-

- (i) Memorandum and Articles of Association of BLDP and its subsidiary companies;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the Profit and Cashflow Forecast for the financial year ending 31 December 2003 and Pro-forma Consolidated Balance Sheets as at 31 December 2002 as included herein;
- (iv) The material contracts referred to in Section 14.5 of this Prospectus;
- (v) The material agreements referred to in Section 14.6 of this Prospectus;
- (vi) The letters of consent referred to in Section 14.9 of this Prospectus;
- (vii) Audited accounts of BLDP for the financial period ended 31 December 2002;
- (viii) Audited accounts of BLD for the past five (5) financial years ended 31 December 1998 to 2002;
- (ix) Audited accounts of GM for the past five (5) financial years ended 31 December 1998 to 2002;
- (x) Audited accounts of Niamas for the financial period ended 31 December 2001 and the financial year ended 31 December 2002;
- (xi) Audited accounts of BLDR for the financial period ended 31 December 2002;
- (xii) Audited accounts of Kirana for the past five (5) financial years ended 31 December 1997 to 2002; and
- (xiii) Industry Assessment Report prepared by ACNielsen (Malaysia) Sdn Bhd.

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**14. OTHER STATUTORY INFORMATION (cont'd)**

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**14.11 Responsibility**

- (i) AmMerchant Bank acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Public Issue and BLDP Group, and is satisfied that the consolidated profit forecast for the financial year ending 31 December 2002 and 31 December 2003 which the Directors of the Company are solely responsible have been stated by the Directors of the Company after due and careful inquiry and reviewed by the Reporting Accountants.
- (ii) This Prospectus has been seen and approved by the Directors of the Company and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no other material facts the omission of which would make any statement herein misleading.

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