
18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION

18.1 Share Capital

- (i) No Shares will be allotted on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
- (ii) There are no founder, management or deferred Shares. There is only one (1) class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (iii) Save as disclosed in Sections 9.4 and 9.5 of this Prospectus, no Shares or debentures of the Company or 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) preceding years from the date of this Prospectus.
- (iv) Save as disclosed in Section 5.3 of this Prospectus, no person or Director or employee of the Group has been or is entitled to be given an option to subscribe for any Shares, stocks or debentures of the Company or its subsidiaries during the last financial year.
- (v) Other than the 1,000,000 Public Issue Shares offered to the eligible employees and Directors of the Plenitude Group as disclosed in Section 5.3 of this Prospectus, there is currently no scheme involving the Directors and staff of the Group in the capital of the Company or its subsidiaries.
- (vi) As at the date of this Prospectus, the Company does not have any convertible debt securities.

18.2 Articles of Association and transferability of securities

(i) *Changes in Capital and Variation of Class Rights*

The provisions in the Company's Articles of Association in regard to the changes in capital and variation of class rights, which are as stringent as those provided in the Companies Act, 1965 ("Act"), are as follows:

Article 7 – Modification of class rights

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 that class. To every such separate general meetings, 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 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.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Article 8 – Ranking of class rights

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.

Article 50 – Power to increase capital

The Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution in general meeting increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

Article 54 – Power to alter capital

The Company may from time to time in general meeting by ordinary resolution:

- (a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) divide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association by subdivision of its existing shares or any of them, subject nevertheless to the provisions of the Act and so that as between the resulting shares, one or more of such shares may, by the resolution by which such sub-division is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such shares; and
- (d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

Article 56 – Power to reduce capital

The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any authorisation and consent required by law.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

(ii) Transfer of Securities

The provisions in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows:

(a) Articles of Association

Article 26 – Transfers

The transfer of any securities of the Company admitted for listing on the KLSE and/or any other exchanges on which the Company is listed (“Listed Securities”) or class of Listed Securities of the Company which have been deposited with the Central Depository, 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 Section 107C(2) of the Act and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such Listed Securities.

Article 27 - Suspension of registration

Subject to the Rules and the Listing Requirements, the transfer of any Listed Securities may be suspended at such times and for such periods as the Directors may from time to time determine. At least twelve (12) clear market days’ notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the Register is being closed. Notice shall be given to the Central Depository to prepare the appropriate Record of Depositors.

Article 29 – Renunciation of shares

Subject to the provisions of these Articles, the Directors may recognise a renunciation of any Listed Securities by the allottee thereof in favour of some other person.

(b) Companies Act, 1965

The provisions within the Companies Act, 1965 on the transferability of securities and restrictions on their free transferability are as follows:

Section 103 (1)

Notwithstanding anything in its articles a company shall not register a transfer of shares or debentures unless a proper instrument of transfer in the prescribed form has been delivered to the company, but this subsection shall not prejudice any power to register as a shareholder or debenture holder any person to whom the right to any shares in or debentures of the company has been transmitted by operation of law.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Section 103 (1A)

Nothing in this section shall be construed as affecting the validity of any instrument which would be effective to transfer shares or debentures apart from this section; and any instrument purporting to be made in any form which was common or usual in use, or in any other form authorised or required for that purpose apart from this section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

Provided that a company shall be precluded from registering a transfer of shares or debentures, the title of which is evidenced by a certificate that is issued on or after the date of coming into operation of this subsection unless a proper instrument of transfer in the prescribed form has been delivered to the company.

Section 107C(1)

On or after the coming into operation of this section, the transfer of any securities or class of securities of a company whose securities or any class of whose securities have been deposited with a central depository shall be by way of book entry by the central depository in accordance with the rules of the central depository and, notwithstanding Sections 103 and 104, such company shall be precluded from registering and affecting any transfer of securities.

Section 107C(2)

Subsection (1) shall not apply to a transfer of securities to a central depository or its nominee company.

(c) *Listing Requirements of KLSE*

The provisions of the Listing Requirements on the transferability of securities and restrictions on their free transferability are as follows:

Paragraph 7.13 - Transfers of securities

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 of the Central Depository and, notwithstanding sections 103 and 104 of the Companies Act, 1965, but subject to subsection 107C(2) of the Companies Act 1965 and any exemption that may be made from compliance with subsection 107C(1) of the Companies Act 1965, the company shall be precluded from registering and effecting any transfer of the Listed Securities.

Paragraph 7.14 - Transmission of securities from Foreign Register

(1) Where:

- (aa) the securities of a company are listed on an Approved Market Place; and

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (bb) such company is exempted from compliance with section 14 of the Securities Industry (Central Depositories) Act, 1991 or section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules of the Central Depository in respect of such securities,

such 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 (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the company in Malaysia (hereinafter referred to as "the Malaysian Register") provided that there shall be no change in the ownership of such securities.

- (2) For the avoidance of doubt, no company which fulfils the requirements of subparagraphs (1)(a) and (b) above shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

(d) Rules of MCD

The rules within the MCD on the transferability of securities and restrictions on their free transferability are as follows:

Rule 8.01 (2) (Rejection of transfer)

The Central Depository may, in its absolute discretion, reject a transfer request made by a depositor thereunder, where the reason for the said transfer does not fall within any of the approved reasons stipulated under Rule 8.03(1)(c).

Rule 8.05A (Transfers from the principal or nominee account)

Transfers made by the authorised depository agent from the agent's principal or nominee account shall be subject to the Rules in this Chapter.

Rule 9.03(2) (Documents to lodge)

It shall be the responsibility of the authorised depository agent, in processing the transfer between two securities accounts belonging to different depositors (hereinafter the transfer is referred to as "the inter-account transfer"), to check and ensure the completeness, accuracy and/or genuineness of the documents lodged as follows:

- (1) the prescribed Form FTF010 (request for ordinary transfer of securities form) or Form FTF015 (request for express transfer of securities form) fully and properly completed in triplicate;
- (2) the Transferring Depositor has executed the Transferor portion on the said form duly witnessed by another person (other than the Depositor's spouse);

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (3) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons as stated herein below:
 - (aa) transmission and transfer of securities arising from the provisions of any written law or an order of court of competent jurisdiction;
 - (bb) rectification of errors;
 - (cc) pledge, charge or mortgage;
 - (dd) mandatory offer pursuant to the provisions of the Malaysian Code On Take-overs and Mergers 1987; and
 - (ee) any other circumstances as deemed fit by the Central Depository after consultation with the Securities Commission;
- (4) documents to support the reason for the transfer; and
- (5) such other accompanying documents duly processed in such manner as the Central Depository may from time to time determine in its Procedures Manual.

(iii) *Remuneration of Directors*

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

Article 95 – Directors' Remuneration

The Directors shall be paid by way of remuneration for their services, such fixed sum (if any) as shall from time to time be determined by an ordinary resolution of the Company in general meeting and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine, or, failing agreement, equally, except that any Director who shall hold office or part only of the period in respect of which such remuneration is payable shall be entitled to rank in such division for a proportion of the remuneration related to the period during which he has held office PROVIDED ALWAYS that:

- (1) fees payable to Non-Executive Directors shall be a fixed sum, and not by a commission on or percentage of profits or turnover;
- (2) salaries and other emoluments payable to Executive Directors pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover;
- (3) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting;
- (4) any fee paid to an alternate Director shall be such as agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Article 96 – Reimbursement of expenses

- (1) The Directors shall be paid all their travelling, hotel 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 meetings of the Directors or any committee of the Directors of the Company.
- (2) If any Director being willing shall be called upon to perform extra services or to make any special exertions 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 board of Directors provided that in the case of non-executive Directors of the Company, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an Executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provided for the Directors.

Article 123 – Remuneration of Director holding executive office

The remuneration of a Director holding an executive office pursuant to these Articles, subject to Article 95, shall be fixed by the Directors and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of turnover.

(iv) *Voting and Borrowing Powers of Directors*

The provisions in the Company's Articles of Association dealing with voting powers of the Directors in proposals, arrangements or contracts in which they are interested and the borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:

Article 114 – Votes by majority and Chairman to have casting vote

Subject to these Articles, any question arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote. The Chairman of the meeting shall however not have a second or casting vote where at the meeting only two (2) Directors form the quorum or are competent to vote on the question at issue.

Article 116 - Disclosure of interest

Every Director shall comply with the provisions of Sections 131 and 135 of the Act in connection with the disclosure of his shareholding and interests in the Company and his interest in any contract or proposed contract with the Company and in connection with the disclosure, every Director shall state the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly, duties or interests might be created in conflict with his duty or interest as a Director of the Company.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Article 117 – Restriction on voting

Subject to these Articles, the Act and the requirements of the Exchange, a Director may contract with and be interested in any contract or proposed contract with the Company and shall not be liable to account for any profit made by him by reason of any such contract; PROVIDED ALWAYS that the nature of the interest of the Director in any such contract be declared at a meeting of the Directors as required by Section 131 of the Act. A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal material interest (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same, in the quorum present at the meeting.

Article 118 - Relaxation on voting

A Director notwithstanding his interest may, provided that none of the other Directors disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of office under any other company, or whereat any decision is taken upon any contract or proposed contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

Article 119 – Power to vote

A Director may vote in respect of:

- (1) any arrangement for giving the Director himself or any other Directors any security or indemnity or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
- (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 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.

18.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors of the Company are set out in Section 1 of this Prospectus.
- (ii) A Director of the Company is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at General Meeting.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (iii) The direct and indirect interests of the substantial shareholders of Plenitude in the Company immediately before and after the Public Issue are as follows:

Shareholders	←-----Before the Public Issue-----→				←-----After the Public Issue-----→			
	←-----Direct-----→		←-----Indirect-----→		←-----Direct-----→		←-----Indirect-----→	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Ikatanbina	54,827,390	54.15	-	-	54,827,390	40.61	-	-
Ong Bee Kuan	26,440,890	26.11	-	-	26,440,890	19.59	-	-
Zukarnine Shah bin Zainal Abidin	8,600,426	8.49	-	-	8,600,426	6.37	-	-
Hashimah binti Ismail	-	-	*54,827,390	54.15	-	-	*54,827,390	*40.61
Khadijah binti Abdul Khalid	-	-	*54,827,390	54.15	-	-	*54,827,390	*40.61

Note:

* Deemed interest via their substantial shareholdings of 50% each in Ikatanbina.

- (iv) The direct and indirect interests of the Directors in the Company immediately before and after the Public Issue are as follows:

Shareholders	←-----Before the Public Issue-----→				←-----After the Public Issue-----→			
	←-----Direct-----→		←-----Indirect-----→		←-----Direct-----→		←-----Indirect-----→	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Chua Elsie	-	-	-	-	-	-	-	-
Zukarnine Shah bin Zainal Abidin	8,600,426	8.49	-	-	8,600,426	6.37	-	-
Lee Kin Soon	-	-	-	-	-	-	-	-
Tan Lip Ping	-	-	-	-	-	-	-	-
Tan Kak Teck	-	-	-	-	-	-	-	-
Dr Aruljothy a/l Ratnasingam	-	-	-	-	-	-	-	-

- (v) Save as disclosed in this Prospectus, none of the Directors are aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of Plenitude and its subsidiaries.
- (vi) Save as disclosed in Section 12.1 of this Prospectus, none of the Directors and substantial shareholders of Plenitude have any interest in any contract or arrangement which is significant in relation to the business of the Group subsisting at the date of this Prospectus.
- (vii) The Directors or substantial shareholders of Plenitude do not have any interests, direct or indirect, in the promotion of or in any material assets which have been, within the two (2) preceding years from the date of this Prospectus, acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to the Group.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

18.4 General

- (i) The nature of Plenitude's business has been disclosed in Section 9 of this Prospectus. The details of the corporations deemed to be related to Plenitude by virtue of Section 6 of the Companies Act, 1965 are set out in Sections 3 and 9 of this Prospectus.
- (ii) Save as disclosed in Section 5.6 of this Prospectus, no commissions, discounts, brokerages or other special terms have been paid or is payable by the Company or its subsidiaries within the two (2) years immediately preceding the publication 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 and its subsidiaries and in connection with the issue or sale of any capital of the Company and its subsidiaries and no Director or proposed Director or promoter or expert is or are entitled to receive any such payment or any other benefits.
- (iii) During the last financial year and the current financial year up to the date of this Prospectus, there were no:
 - (a) public take-over offers by third parties in respect of the Shares; and
 - (b) public take-over offers by the Company in respect of other companies' shares.
- (iv) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (v) Other than remuneration paid in the normal course of employment, no amount or benefit has been paid or given within the two (2) preceding years of the date hereof, nor is it intended to be so paid or given, to any promoter.
- (vi) The Company has not established a place of business outside Malaysia.
- (vii) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 19 of this Prospectus.
- (viii) The last date and time of the opening of the Application Lists of the Public Issue is set out in Section 19.1 of this Prospectus.
- (ix) The amount payable in full on application to the Company in respect of each Public Issue Share is RM1.60 per Share.
- (x) Amount of the consideration to be received by the Company pursuant to the Public Issue is RM54.0 million. The estimated expenses and fees incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the Main Board of KLSE of approximately RM4.0 million will be borne entirely by the Company.
- (xi) Save for the Shares issued pursuant to the Acquisitions, no capital in the Company has, within the two (2) years immediately preceding the date of this Prospectus, been issued or is proposed to be fully or partly paid-up otherwise than in cash and the consideration for which the same has been or is to be issued.
- (xii) Save for the 300,000 new Shares issued prior to the Acquisitions and the Public Issue Shares, no capital in the Company has, within two (2) years immediately preceding the date of this Prospectus, been issued or is proposed to be issued for cash.
- (xiii) No property has been acquired or is proposed to be acquired by the Company or its subsidiaries in contemplation of the Public Issue.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

18.5 Material Litigation

The Company and its subsidiaries are not engaged in any material litigation, either as plaintiff or defendant and the Directors of Plenitude 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 Plenitude and its subsidiaries.

18.6 Material Contracts

Save as disclosed below, 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 the Company and its subsidiaries during the two (2) years preceding the date of this Prospectus:

- (i) A sale and purchase agreement dated 20 December 2000 was entered into between Plenitude and Ikatanbina for the acquisition of the entire issued and paid up capital of CSB for a purchase consideration of RM54,827,390 to be satisfied by the issuance of 54,827,390 new Shares at an issue price of RM1.00 per Share in the Company.

On 24 June 2002, Plenitude entered into an agreement, via a letter, with Ikatanbina to extend the time of fulfilment of condition precedent set out in the sale and purchase agreement dated 20 December 2000 in relation to the CSB Acquisition.

- (ii) A sale and purchase agreement dated 20 December 2000 between Plenitude, Ong Bee Kuan, Abdul Khalid bin Abdul Karim, Lee Wei Yen and Lee Ooi Kim for the acquisition of the entire issued and paid up share capital in SPSB for a purchase consideration of RM29,109,237 to be satisfied by the issuance of 29,109,237 new Shares at an issue price of RM1.00 per Share in the Company.

On 24 June 2002, Plenitude entered into an agreement, via a letter, with to Lee Ooi Kim, Lee Wei Yen, Abdul Khalid bin Abdul Karim and Ong Bee Kuan to extend the time of fulfilment of condition precedent set out in the sale and purchase agreement dated 20 December 2000 in relation to the SPSB Acquisition.

- (iii) A sale and purchase agreement dated 20 December 2000 between Plenitude, Zukarnine Shah bin Zainal Abidin, Santhi a/p Govindan Nair, Ong Khoon Seng, Che Pen bin Abu, Khalid bin Md. Jusi and Ong Kim Ser for the acquisition of the entire issued and paid up share capital in SYD for a purchase consideration of RM17,013,373 to be satisfied by the issuance of 17,013,373 new Shares at an issue price of RM1.00 per Share in the Company.

A supplemental agreement dated 14 July 2002 was entered into between Plenitude, Zukarnine Shah bin Zainal Abidin, Santhi a/p Govindan Nair, Ong Khoon Seng, Che Pen bin Abu, Khalid bin Md. Jusi and Ong Kim Ser to vary the terms of the sale and purchase agreement dated 20 December 2000 in relation to the SYD Acquisition.

- (iv) A sale and purchase agreement dated 28 December 2001 was entered into between CK and Mawar Tiara Sdn Bhd (Special Administrators appointed) ("MTSB") for the acquisition of all land held under Geran 43728 Lot 55334, Geran 43726 Lot 55328, Geran 43725 Lot 55326 and Geran 43724 Lot 55327 for a purchase consideration of RM30,109,715.50 to be satisfied by cash.

- (v) A Power of Attorney dated 7 February 2002 was entered into between CK and MTSB where MTSB appoints CK as its attorney to execute all applications, plans and other documents required to obtain the subdivision of and a development order for land referred to in (iv) above. The Power of Attorney granted had expired on 28 April 2002.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Subsequently, another Power of Attorney dated 29 April 2002 was entered into between CK and MTSB where MTSB appoints CK as its attorney to execute all applications, plans and other documents required to obtain the subdivision of and a development order for land referred to in (iv) above. The Power of Attorney granted shall be valid until 28 October 2002 or upon the completion of the agreement referred to in (iv) above, whichever is earlier.

- (vi) Power of Attorney dated 26 October 1998 between Inai Perkasa Sdn Bhd (“Inai Perkasa”) and SPSB. Inai Perkasa appointed SPSB as its attorney and agent to act for Inai Perkasa to, inter alia, manage the project management business of Inai Perkasa in relation to the development of Geran No. 28494 Lot No. 5321 and 5322, Mukim Dengkil, Daerah Sepang, Selangor Darul Ehsan.

Subsequently, another Power of Attorney dated 18 August 1999 between Inai Perkasa and SPSB, Inai Perkasa irrevocably appointed SPSB as its Attorney to, inter alia, take over and carry out, implement and complete the development of the land held under Geran No. 28494 Lot No. 5321 and 5322, Mukim Dengkil, Daerah Sepang, Selangor Darul Ehsan, in accordance with the approved layout plan and to do all acts and execute all documents in relation thereto under the terms and conditions stated therein.

- (vii) A sale and purchase agreement dated 7 March 2001 between Sri Hartamas Hotels Sdn Bhd (Special Administrators appointed) and SYD for the purchase by SYD for consideration of RM19,100,000.00 of six pieces of land held under Geran No. 46887 Lot No. 282, Geran No 46888 Lot No. 306, Geran No. 28206 Lot No. 284, Geran No. 28205 Lot No. 283, Geran No. 28209 Lot No. 625 and Geran No. 27386 Lot No. 1287 all in Bandar Tanjung Bunga, Daerah Timur Laut together with a building known as “Tanjung Bungah Hotel” erected thereon and including the furniture, fixtures, fitting and equipment described in the agreement.
- (viii) An underwriting agreement dated 26 September 2003 entered into between Plenitude, CIMB and KLCS in relation to the underwriting of 5,750,000 Public Issue Shares. Please refer to Section 5.8 and 5.9 of this Prospectus for further details.
- (ix) A placement agreement dated 26 September 2003 entered into between Plenitude and KLCS in relation to the placement of the Placement Shares and the appointment of KLCS as the Placement Agent. Details of the placement fees are set out in Section 5.8 of this Prospectus.

18.7 Material Agreements and Insurance Policies

Save as disclosed below, there are no material agreements and insurance policies which underline the basis of the Group’s business that have been entered into by the Company and its subsidiaries which are subsisting at the date of this Prospectus:

Agreements in relation to projects

The following are material agreements entered into by the Company and its subsidiaries in relation to projects which are on-going:

- (i) A contract dated 24 April 2002 between PHSB and Woon Brothers Construction Sdn Bhd for works known as “Proposed Infrastructure Works for Proposed Mix Development on Lot 295 Mukim Tebrau Johor Bahru (132’ Main Road and 100’ Access Road to Corporate Office and Nursing Home)” for a contract sum of RM6,174,069.50.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (ii) A contract dated 17 February 2003 between PHSB and Yicai Construction Sdn Bhd ("Yicai") for works known as "Construction and Completion of Proposed 133 units of 2 storey Terrace Houses on PTD 82578 - 82675, 82679 - 82709, 90674 - 90677, (Phase 7A3 and 7A4)", for a contract sum of RM11,032,975.87.
- (iii) A contract dated 24 April 2003 between PHSB and Yicai for works known as "Construction and Completion of the Proposed 51 units of 2 storey shop-office on Lots (PTD 82516 - 82563 and 91783 - 91785) and 1 unit of TNB substation and Civil Infrastructure Works at Phase 3B" and "20 units of 1 storey low medium cost shop and Lot (PTD 92514) and Civil Infrastructure works at Phase 2 (Parcel 2D) at Taman Desa Tebrau, Mukim Tebrau, Daerah Johor Bahru" for a contract sum of RM6,723,999.00.
- (iv) A contract dated 3 July 2003 between PHSB and Rentas Jaya Sdn Bhd for works known as "Proposed 111 Units of Double Storey Terrace Houses on Lot PTD 91669 - PTD 91773, PTD 91609 - PTD 91611 & PTD 91646 - PTD 91648 and One Unit of TNB Sub-Station On Lot 91504, for Phase 10A-1 On Lot 295 at Taman Desa Tebrau, Mukim Tebrau, Daerah Johor Bahru" for a contract sum of RM9,071,242.10.
- (v) A building contract dated 2 May 2001 between SPSB and Jaya Haricon Sdn Bhd ("Jaya Haricon") for works known as "Proposed Mixed Development of Taman Putra Prima - Phase 2E (311 units of 2 storey terrace houses)" for a contract sum of RM22,280,000.00.
- (vi) A contract dated 23 August 2001 between SPSB and Envitech Sdn Bhd for works known as "The Design, Supply, Delivery, Construction, Installation, Testing and Commissioning of a Regional Sewerage Treatment Plant for Proposed Mixed Development" at Lot 5321 & 5322, Mukim Dengkil, Daerah Sepang, Selangor Darul Ehsan for a contract sum of RM7,012,500.00.
- (vii) A contract dated 12 September 2003 between SPSB and Jaya Haricon for works known as "Proposed Mixed Development of Taman Putra Prima - Phase 3A (126 Link Houses) on Part of Lot 5321 & 5322 (Old Lot 1113), Mukim Dengkil, Daerah Sepang, Selangor Darul Ehsan" for a contract sum of RM10,452,309.00.
- (viii) A letter of award dated 25 August 2003 from SNA Consult Sdn Bhd on behalf of SPSB to Kok Ann Construction Works (M) Sdn Bhd accepting their tender resubmission for works known as "The Earthwork Stage 5 (Phase 4A, 4B, 4C, 4D, 4E) for Proposed Mixed Development of Taman Putra Prima on Lot 5321 & 5322, Mukim Dengkil, Daerah Sepang, Selangor Darul Ehsan" for the contract sum of RM6,750,000.00.
- (ix) A contract dated 27 August 2002 made between SYD and Great Purpose Sdn Bhd in relation to works known as "Cadangan Pembangunan Perumahan Fasa 3, Bandar Perdana Di Atas Lot-Lot No. PT 11852 - 11854, PT 11856 dan PT 11857 mengandungi (A) 103 unit rumah teres 1 tingkat jenis AK1, (B) 112 unit rumah teres 1 tingkat jenis AK4, and (C) 146 unit rumah teres dua tingkat jenis AK2, Mukim Sungai Pasir, Daerah Kuala Muda, Kedah Darul Aman" for a contract sum of RM21,100,000.00.
- (x) A building contract dated 15 December 2000 between SYD and Sunway Builders Sdn Bhd ("Sunway Builders") for the carrying out and completion of works known as "Proposed Bandar Perdana - Phase 2A Development comprising of 170 units of single and double storey semi-detached houses at Part of Lot Nos PT 11852 - PT 11854, PT 11856 and PT 11857, Mukim Sungai Pasir, Daerah Kuala Muda, Kedah" for a consideration of RM12,070,837.01.

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Subsequently, a building contract dated 12 August 2002 between SYD and Sunway Builders for including additional units of semi-detached houses and associated infrastructural works referred to as Phase 2B and Phase 2C for a total consideration of RM16,436,221.30.

- (xi) By a Power of Attorney dated 30 March 1999 between Aru Ehsan Sdn Bhd and SYD, Aru Ehsan Sdn Bhd irrevocably appointed SYD as its Attorney to, inter alia, take over and carry out, implement and complete the development of all that piece of land held under H.S.(D) 256/94, P.T. 23537, Daerah Kuala Muda, Bandar Sungai Petani, Negeri Kedah in accordance with the approved layout plan and to do all acts and execute all documents in relation thereto under the terms and conditions stated therein.
- (xii) An employment contract dated 23 December 1998 between Zukarnine Shah bin Zainal Abidin and SYD, for a period of up to Zukarnine Shah bin Zainal Abidin attaining the age of retirement of fifty five (55) years unless otherwise terminated. Termination of the employment contract may be done by either party giving one (1) month's notice or one (1) month's salary in lieu.

Insurance Policies

The following are the current material insurance policies which are obtained by the Company and its subsidiaries:

Insurance Company	Type of Insurance	Policy/Cover Note No.	Period of Coverage	Insured Amount RM	Coverage/Nature of Assets Insured
Allianz General Insurance	Contractors All Risks	02EPJ000181	15.05.02 to 15.02.05	18,375,919 for material damage and 2,000,000 for third party liability	Material damage and third party liability in relation to Phase 2B on Lot 5321 and 5322, Mukim Dengkil, Sepang, Selangor
The People's Insurance Co. (M) Bhd ("PICM")	Contractors All Risks	H001DE000481/ECR/R00	19.12.01 to 18.03.04	5,901,201 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 3B-Block 1 and part of Block 10 on Lot 14885, Mukim Dengkil, Sepang, Selangor
Berjaya General Insurance Co. Berhad ("Berjaya")	Contractors All Risks	03DHQ/ECZ56951	16.05.02 to 15.01.05	7,625,618 for material damage and 1,000,000 for third party liability	Material damage and third party liability in relation to Phase 2E of Taman Putra Prima
Malaysian British Assurance Berhad	Contractors All Risks	01EKL000374	15.06.01 to 14.12.03	7,000,035 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 2F of Taman Putra Prima
Lonpac Insurance Berhad	Contractors All Risks	W/02/EC00/002560-08	11.12.02 to 10.08.05	11,497,540 for material damage and 3,000,000 for accident	Material damage and third party liability in relation to Phase 3A on parts of Lot 5321 and 5322, Mukim Dengkil, Sepang, Selangor
PICM	Contractors All Risks	H000DE000214/ECR/R00	01.05.00 to 31.12.04	24,586,353 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 1 of Bandar Perdana

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Insurance Company	Type of Insurance	Policy/Cover Note No.	Period of Coverage	Insured Amount RM	Coverage/Nature of Assets Insured
Mayban General Assurance Berhad	Contractors All Risks	CEC-E0007925-K1	25.01.02 to 24.07.06	22,155,000 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 3 of Bandar Perdana
PICM	Contractors All Risks	H000DE000551/ECR/R00	15.12.00 to 14.10.03	12,070,837 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 2A of Bandar Perdana
PICM	Contractors All Risks	H001DE000156/ECR/R00	15.02.01 to 14.11.03	8,158,095 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 2B of Bandar Perdana
PICM	Contractors All Risks	H001DE000227/ECR/R00	07.06.01 to 27.02.04	9,105,939 for material damage and 1,000,000 for accident	Material damage and third party liability in relation to Phase 2C of Bandar Perdana
Aviva Insurance Berhad ("Aviva")	Fire	PG-05024250-FC1	24.08.03 to 23.08.04	25,000,000	All movable and immovable properties of the insured at No. 505, Jalan Tanjung Bungah, Tanjung Bungah, Pulau Pinang
Aviva	Fire	JB-05032418-FC1	26.08.03 to 25.08.04	19,600,000	Coverage of Block A, B, C, F, G, H & J, Rumah Pangsa Sri Lanang, Jalan Harmonium, Taman Desa Tebrau, 81100 Johor Bahru
Aviva, Berjaya, and Royal & Sun Alliance Insurance (M) Bhd	Fire	JB-05116475-FC1	02.04.03 to 01.04.04	36,400,000	coverage of Block D, E, K, L, M, N, P, Q, R, S, T, U & V, Rumah Pangsa Sri Lanang, Jalan Harmonium, Taman Desa Tebrau, 81100 Johor Bahru
Aviva	Contractors All Risks	JB-05004096-CAR	15.11.02 to 14.03.04	17,000,000 for material damage and 3,000,000 for third party liability	Proposed 111 units of double storey terrace house on Lots PTD 91669-PTD 91773, PTD 91609-PTD 91611 & PTD 91646-PTD 91648 and one unit TNB substation on PTD 91504 Phase 10A1 at Taman Desa Tebrau, Daerah Johor Bahru, Johor
Hong Leong Assurance Berhad	Contractors All Risks	F798FF000040	09.10.01 to 08.10.04	11,032,976 for material damage and 3,000,000.00 for third party liability	Construction and completion of proposed 133 units of 2 storey terrace house PTD 82578-PTD 82675, PTD 82679-PTD82709, PTD90674-PTD90677 Phase 7A3 & 7A4, Taman Desa Tebrau, Johor Bahru, Johor

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

18.8 Consents

- (i) The written consents of the Adviser, Managing Underwriter, Underwriters, Placement Agent, Principal Bankers, Solicitors for the Public Issue, Registrars and Issuing House to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consents of the Reporting Accountants and Auditors to the inclusion in this Prospectus of their names, Accountants' Report and Letters relating to the Consolidated Profit Forecast for the financial year ending 30 June 2004 and Proforma Consolidated Balance Sheets as at 30 June 2003 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.
- (iii) The written consent of the Valuers to the inclusion of their names and Valuation Certificates in the manner and form in which they are contained in the Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

18.9 Documents Available for Inspection

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

- (i) Memorandum and Articles of Association of Plenitude and its subsidiaries;
- (ii) The Auditors' letters relating to the Consolidated Profit Forecast of Plenitude for the financial year ending 30 June 2004 and Proforma Consolidated Balance Sheets of Plenitude as at 30 June 2003 as included in Section 14 of this Prospectus;
- (iii) The Accountants' Report and Directors' Report as included in Sections 15 and 17 respectively of this Prospectus;
- (iv) The valuation certificates as included in Section 16 of this Prospectus;
- (v) The material contracts referred to in Section 18.6 above;
- (vi) The material agreements and insurance policies referred to in Section 18.7 above;
- (vii) The letters of consent referred to in Section 18.8 above;
- (viii) Audited accounts of Plenitude since its incorporation;
- (ix) Audited accounts of CSB for the five (5) financial years ended 30 June 2003;
- (x) Audited accounts of PHSB for the five (5) financial years ended 30 June 2003;
- (xi) Audited accounts of SPSB for the five (5) financial years/periods ended 30 June 2003;
- (xii) Audited accounts of SYD for the five (5) financial years/periods ended 30 June 2003;
- (xiii) Audited accounts of CK since its incorporation;
- (xiv) Audited accounts of TBBH for the five (5) financial years ended 30 June 2003;

18. FURTHER STATUTORY AND OTHER GENERAL INFORMATION *(CONT'D)*

- (xv) Audited accounts of PNTG since its incorporation;
- (xvi) Audited accounts of PNTPM since its incorporation; and
- (xvii) Audited accounts of PNTMT for the five (5) financial years/periods ended 30 June 2003.

18.10 Responsibility

- (i) This Prospectus has been seen and approved by the Directors and Promoters of Plenitude 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 false or misleading statements or other facts the omission of which would make any statement herein false or misleading.
- (ii) CIMB 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 and is satisfied that the profit forecast (for which the Directors of Plenitude are fully responsible) prepared for inclusion in this Prospectus has been stated by the Directors of the Company after due and careful enquiry and has been reviewed by the Reporting Accountants.

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