
15. GENERAL INFORMATION

15.1 Share Capital

- (a) Save for ordinary shares to be issued upon conversion of the ICULS, no ordinary shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (b) There are no founder, management or deferred shares in the Company.
- (c) 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.
- (d) Save for the 3,200,000 ordinary shares of RM1.00 each reserved for the eligible Directors, employees, customers and suppliers of PKHB pursuant to the Public Issue, there are at present no other schemes involving the employees in the share capital of the Company or its subsidiary companies.
- (e) As at the date of this Prospectus, none of the capital of the Company or any of its subsidiary companies is under any option or agreed conditionally or unconditionally to be put under any option.
- (f) There are no restrictions on the transfer of the ordinary shares of the Company, except as otherwise required by the law.
- (g) Save as disclosed in this Prospectus, no shares, stocks or debentures in the Company or its subsidiary companies 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.

15.2 Articles of Association

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

15.2.1 Transfer of Securities

The provisions in the Company's Articles of Association in respect of the arrangement for transfer of securities of the Company and restrictions on their free transferability are as follows:-

Article 31

Transfer of securities.

The transfer of any 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 of the Central Depository 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 such listed securities.

15.2.2 Remuneration of Directors

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

15. GENERAL INFORMATION (Cont'd)

Article 87

Directors' remuneration.

The fees payable to the Directors shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as that Directors may determine PROVIDED ALWAYS that:-

- (a) Fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
- (b) Salaries payable to Directors who do hold an executive office in the Company may not include a commission on or percentage of turnover;
- (c) 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;
- (d) Any fee paid to an Alternate Director shall be such amount as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

The Directors may also be paid all travelling, hotel, and other expenses properly incurred by them in attending and returning from meeting of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. Any Director who is appointed to any executive office including the office of Chairman or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary percentage of profits or otherwise as the Directors may determine but not a commission on or percentage of turnover. Any such extra remuneration payable to a non-executive Director shall not include a commission on or a percentage of profits or turnover.

15.2.3 Voting and Borrowing Powers of Directors

The provisions in the Company's Articles of Association in respect of 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 101

Directors' power to 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 subject to Article 103, the Chairman of the meeting shall have a second or casting vote. Where two (2) Directors form a quorum, the Chairman of the meeting at which only such a quorum is present, or at which only two (2) Directors are competent to vote on the question at issue, shall not have a second or casting vote.

15. GENERAL INFORMATION (Cont'd)

Article 102**Restriction on voting.**

Subject always to the provisions of the Act, no Director shall be disqualified from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company which a 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. A Director shall not vote in respect of any contract or proposed contract or arrangement, in which he may be interested as a Director, officer or shareholder of another company, or in which he has directly or indirectly any material interest.

Article 91**Director's borrowing powers.**

The Directors may exercise all the powers of the Company to borrow or raise money for the purpose of the Company's or any of its related companies' businesses on such terms as they think fit and may secure the repayment of the same by mortgage or charge upon the whole or any part of the Company's undertaking and property (both present and future) including its uncalled or unissued capital and may issue bonds, debentures and other securities whether charged upon the whole or part of the assets of the Company or otherwise but the Directors shall not borrow any money or mortgage or charge any of the Company's or any of the Company's subsidiary companies' 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.

15.2.4 Changes in the Capital and Variation of Class Rights

The provisions in the Company's Articles of Association in respect of changes and variation of class rights are as follows:-

Article 51**Modification of class rights.**

Subject to the provisions of Section 65 of the Act, all or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the share capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths (3/4) of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the members of that class. To every such separate meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) members of the class holding or representing by proxy, one-third (1/3) of the share capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him. To every such special resolution the provisions of Section 152 of the Act shall with such adaptation as are necessary apply.

15. GENERAL INFORMATION (Cont'd)

Article 52

Rights not varied.

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 of 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.

12.5.4 Transfer of Securities and Transmission of Securities

The provisions in the Company's Articles of Association in respect of transferability of securities and any restrictions on their free transferability is as follows:-

TRANSFER OF SECURITIES

Article 28

Transferor's Right.

The instrument of transfer of any security shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the security until the name of the transferee is entered in the Record of Depositors in respect thereof.

Article 29

Refusal to register transfers.

The Central Depository may refuse to register any transfer of deposited security that does not comply with the Central Depositories Act and the Rules.

Article 30

Closing of registers.

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. The Company shall give the Exchange prior written notice and publication in a daily newspaper circulating in Malaysia of the period of the intended suspension or closure and the purposes thereof, which notice shall be at least twelve (12) market days or such number of days as may be prescribed by the Exchange. In relation to the closure, the Company shall give written notice in accordance with the Rules to prepare the appropriate Record of Depositors.

Article 32

Instrument of Transfer.

Subject to the provisions of the Central Depositories Act and the Rules, every instrument of transfer shall be in writing and in the form approved in the Rules and shall be presented to the Central Depository with such evidence (if any) as the Central Depository may require to prove the title of the intending transferor and that the intended transferee is a qualified person.

15. GENERAL INFORMATION (Cont'd)

TRANSMISSION OF SECURITIES

Article 33

Transmission.

In the case of the death of a member, the executors or administrators of the deceased, shall be the only person recognised by the Company as having any title to his securities. Any person becoming entitled to a security in consequence of the death or bankruptcy of a member may, subject to the Rules and Article 34 hereof, transfer the security to himself or to some person nominated by him as the transferee.

Article 34

Death or bankruptcy of a member.

Any person becoming entitled to a security 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 Rules of the Central Depository and subject as hereinafter provided, elect either to be registered himself as holder of the security or to have some person nominated by him registered as the transferee thereof, but the Central Depository 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 security by that member before his death or bankruptcy. Provided always that where the security is a deposited security, a transfer of the security may be subject to the Rules carried out by the person(s) becoming so entitled.

Article 35

Person entitled to receive and give discharge for dividends.

A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to exercise any of the rights or, privileges as a member unless and until he shall become a member in respect of the share. If the person becoming entitled elects to have the shares transferred to him, the aforesaid notice shall be given to the Central Depository and subject to the Rules, a transfer of the shares may be carried out by the person becoming so entitled.

Article 36

Transmission of securities from Foreign Register.

(1) Where:-

- (a) the securities of the Company are listed on an Approved Market Place; and
- (b) the 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 in respect of such securities,

15. GENERAL INFORMATION (Cont'd)

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 (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) Where 1(a) and 1(b) above are fulfilled, the Company shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

15.3 Directors and Substantial Shareholders

- (a) The names, addresses and occupations of the Directors of the Company are set out in Section 1 of this Prospectus.
- (b) Directors are not required to hold any qualification shares in the Company or its subsidiary companies.
- (c) Save as provided under Section 6.7, none of the existing Directors of the Company has any existing or proposed service contract with the Company or any of its subsidiary companies.
- (d) For the FY ended 31 July 2003, the amount paid to the Directors for services to the Company and its subsidiary companies was RM4.03 million. For the FY ending 31 July 2004, the amount payable is expected to be RM3.69 million.
- (e) Save for Dr. Choong Tuck Yew, who is a Director of Visia Finance Berhad (a company under liquidation) as disclosed in Section 6.1.3 of this Prospectus, no other Director, key management or person nominated to become a Director or key management is or was involved in the following events:-
- (i) a petition under any bankruptcy laws filed against such person or any partnership in which he was a partner or any corporation of which he was a Director or senior executive officer;
 - (ii) a conviction in a criminal proceeding or is named subject of a pending criminal proceeding; or
 - (iii) the subject of any order, judgement or ruling of any court of competent jurisdiction, tribunal or government body permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution and engaging in any type of business practice or activity.
- (f) Saved as disclosed in Section 8.1.1 of this Prospectus, none of the Directors has any interest, directly or indirectly in the promotion of or in any assets acquired or proposed to be acquired or disposed of or proposed to be disposed of by or leased or proposed to be leased to the Company or any of its subsidiary company within the two (2) years preceding the date of this Prospectus.

15. GENERAL INFORMATION (Cont'd)

(g) Based on the Register of Directors' shareholdings as at 19 January 2004 (being the latest practicable date prior to the printing of this Prospectus), the Directors' shareholdings in the Company before and after the Public Issue and Offer for Sale are as follows:-

	Before Public Issue and Offer for Sale				After Public Issue and Offer for Sale ^				After Conversion of ICULS *			
	Direct		Indirect		Direct		Indirect		Direct		Indirect	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Dato' Choon Yee Seiong	973,385	2.19	33,493,079 ⁽¹⁾	75.50	1,013,385	1.58	33,773,079 ⁽¹⁾	52.77	1,013,385	0.86	79,028,642 ⁽¹⁾	67.41
Cheong Teck Chong	520,094	1.17	32,646,573 ⁽²⁾	73.50	560,094	0.88	32,646,573 ⁽²⁾	51.01	560,094	0.48	77,902,136 ⁽²⁾	66.44
Choon Nee Siew	393,392	0.89	34,014,696 ⁽³⁾	76.58	433,392	0.68	34,254,696 ⁽³⁾	53.52	433,392	0.37	79,510,259 ⁽³⁾	67.82
Mohd. Annuar Choon bin Abdullah	38,909	0.09	34,369,179 ⁽⁴⁾	77.37	78,909	0.12	34,617,179 ⁽⁴⁾	54.09	78,909	0.07	79,864,742 ⁽⁴⁾	68.12
Chang Kwong Him	77,145	0.17	106,792 ⁽⁵⁾	0.24	117,145	0.18	146,792 ⁽⁵⁾	0.23	117,145	0.10	146,792 ⁽⁵⁾	0.13
Siew Der Ming	53,034	0.12	139,923 ⁽⁵⁾	0.32	93,034	0.15	179,923 ⁽⁵⁾	0.28	93,034	0.08	179,923 ⁽⁵⁾	0.15
Fazrin Azwar bin Md. Nor	1,060	**	5,454,538 ⁽⁶⁾	12.28	5,760,463 ^{**}	9.00	5,454,538 ⁽⁶⁾	8.52	5,760,463 ^{**}	4.91	5,454,538 ⁽⁶⁾	4.65
Dr. Choong Tuck Yew	-	-	-	-	15,000	0.02	-	-	15,000	0.01	-	-
Liew Yuke Foong	-	-	-	-	15,000	0.02	5,000 ⁽⁵⁾	**	15,000	0.01	5,000 ⁽⁵⁾	**
Dr. Mohd Amir Shariffuddin B. Hashim	-	-	-	-	15,000	0.02	-	-	15,000	0.01	-	-

Notes:-

- (1) Deemed interested by virtue of the shareholding of his spouse, siblings and his substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
- (2) Deemed interested by virtue of his substantial shareholding in PKSB and his sister's direct shareholding pursuant to Sections 6A and 122A of the Act
- (3) Deemed interested by virtue of the shareholding of her siblings and her substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
- (4) Deemed interested by virtue of the shareholding of his siblings, spouse and his substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
- (5) Deemed interested by virtue of the shareholding of their spouse
- (6) Deemed interested in PKHB's shares held by BTVC and BMB by virtue of Section 6A of the Act

^ Includes pink form allocation of 40,000 ordinary shares to the Executive Directors of PKHB and 15,000 ordinary shares to the Non-Executive and Independent Directors of PKHB pursuant to the Public Issue

** Includes Bumiputera allocation of 5,744,403 ordinary shares as approved by MITI pursuant to the Public Issue

* Assuming the ICULS held are not disposed in the open market

** Negligible

15. GENERAL INFORMATION (Cont'd)

(h) Based on the Register of Substantial Shareholders' shareholdings as at 19 January 2004 (being the latest practicable date prior to the printing of this Prospectus), the substantial shareholders (with 5% or more shareholding, directly and indirectly) of the Company before and after the Public Issue and Offer for Sale are as follows:-

	Before Public Issue and Offer for Sale			After Public Issue and Offer for Sale ^a			After Conversion of ICULS [*]		
	No. of Shares	%	Indirect	No. of Shares	%	Indirect	No. of Shares	%	Indirect
PKSB	36,404,198	81.95	-	32,639,998	51.00	-	77,895,561	66.44	-
Datin Hon Wee Fong	58,376	0.13	33,621,001 ⁽¹⁾	98,376	0.15	33,681,001 ⁽¹⁾	98,376	0.08	78,936,564 ⁽¹⁾
Dato' Choon Yee Seiong	973,385	2.19	33,493,079 ⁽²⁾	1,013,385	1.58	33,773,079 ⁽²⁾	1,013,385	0.86	79,028,642 ⁽²⁾
Cheong Teck Chong	520,094	1.17	32,646,573 ⁽³⁾	560,094	0.88	32,646,573 ⁽³⁾	560,094	0.48	77,902,136 ⁽³⁾
Choon Yee Fook	9,238	0.02	34,398,849 ⁽⁴⁾	49,238	0.08	34,638,850 ⁽⁴⁾	49,238	0.04	79,894,413 ⁽⁴⁾
Choon Wan Joo	139,923	0.32	34,321,199 ⁽⁵⁾	179,923	0.28	34,601,199 ⁽⁵⁾	179,923	0.15	79,856,762 ⁽⁵⁾
Choon Nee Siew	393,392	0.89	34,014,696 ⁽⁴⁾	433,392	0.68	34,254,696 ⁽⁴⁾	433,392	0.37	79,510,259 ⁽⁴⁾
Choon Yee Bin	105,909	0.24	34,302,179 ⁽⁴⁾	145,909	0.23	34,554,179 ⁽⁴⁾	145,909	0.12	79,797,742 ⁽⁴⁾
Mohd. Annuar Choon bin Abdullah	38,909	0.09	34,369,179 ⁽⁴⁾	78,909	0.12	34,617,179 ⁽⁴⁾	78,909	0.07	79,864,742 ⁽⁴⁾
Choon Ching Yih	542	**	34,407,546 ⁽⁴⁾	542	**	34,687,546 ⁽⁴⁾	542	**	79,943,109 ⁽⁴⁾
Choon Yoke Ying	107,092	0.24	34,378,441 ⁽⁵⁾	146,792	0.23	34,658,441 ⁽⁵⁾	146,792	0.13	79,914,004 ⁽⁵⁾
Fazrin Azwar Bin Md. Nor	1,060	**	5,454,538 ⁽⁶⁾	5,760,463 ^{^^}	9.00	5,454,538 ⁽⁶⁾	5,760,463 ^{^^}	4.91	5,454,538 ⁽⁶⁾
BTVIC	4,545,448	10.23	-	4,545,448	7.10	-	4,545,448	3.88	-

Notes:-

- (1) Deemed interested by virtue of the shareholding of her spouse, sibling and her substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
 - (2) Deemed interested by virtue of the shareholding of his spouse, siblings and his substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
 - (3) Deemed interested by virtue of his substantial shareholding in PKSB and his sister's direct shareholding pursuant to Sections 6A and 122A of the Act
 - (4) Deemed interested by virtue of the shareholding of their siblings, spouse and their substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
 - (5) Deemed interested by virtue of the shareholding of her spouse, siblings and her substantial shareholding in PKSB pursuant to Sections 6A and 122A of the Act
 - (6) Deemed interested in PKHB's shares held by BTVC and BMB by virtue of Section 6A of the Act
- ^a Save for PKSB, Choon Ching Yih and BTVC, the shareholding includes pink form allocation of 40,000 ordinary shares to the Directors of PKHB Group and 15,000 ordinary shares to the Non-Executive Director of PKHB pursuant to the Public Issue
- ^{^^} Includes Bumiputera allocation of 5,744,403 ordinary shares as approved by MTT pursuant to the Public Issue
- ^{*} Assuming the ICULS held are not disposed in the open market
- ^{**} Negligible

15. GENERAL INFORMATION (Cont'd)

- (i) Save as disclosed in Section 8.1.3 of this Prospectus, none of the Directors or the substantial shareholders are interested, directly or indirectly, in any business carrying a similar trade as the Company and its subsidiary companies and which is not quoted on a recognised stock exchange.
- (j) Save as disclosed in Section 8 of this Prospectus, none of the other Directors or the substantial shareholders are materially interested in any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Group.
- (k) No option to subscribe for securities of the Company or any of its subsidiary companies was granted to or exercised by any Directors during the last financial year.
- (l) Saved as disclosed in Section 8 of this Prospectus, there is no material transaction between PKHB and the promoters/Directors of PKHB or their related companies.
- (m) Save as disclosed in this Prospectus, the Directors are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company and its subsidiary companies
- (n) No commission, discounts, brokerages or other special terms has been paid or is payable by the Company within the past two (2) preceding years in connection with the issue or sale of any capital of the companies and no Directors or promoter or expert is entitled to receive any such payment.

15.4 General Information

- (a) The nature of PKHB's business is set out in Section 5 of this Prospectus. The names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Act and their respective principal activities are set out in Section 5 and 6 of this Prospectus.
- (b) The time of the opening of the Application Lists is set out in Section 3.1 of this Prospectus.
- (c) The amount payable in full on application of the Issue/Offer Shares is RM1.60 per new ordinary share.
- (d) Save as disclosed below, as at the date of this Prospectus, the Company and its subsidiary do not have any convertible debt securities:-

Debt Securities	Conversion Period	Conversion Price
3% Irredeemable Convertible Unsecured Loan Stocks 2004/2007	20 January 2004 to 19 January 2007	1.60

- (e) 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.
- (f) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (g) Save and except as disclosed Section 6.1.4 of this Prospectus, 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.

15. GENERAL INFORMATION (Cont'd)

- (h) The Company has not established a place of business outside Malaysia.
- (i) Save as disclosed in the consolidated profit forecast and assumptions of the Company and its subsidiary companies, the Directors are not 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 the Company and its subsidiary companies.
- (j) The financial conditions and operations of the Company and its subsidiary companies 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 Company's or the Group's liquidity increasing or decreasing in any material way;
 - (ii) material commitments for capital expenditure;
 - (iii) unusual or infrequent events or transaction or any significant economic changes that materially affected the amount of reported income from the operations; and
 - (iv) known trends or uncertainties that have had or the Company reasonably expects to have a material favourable or unfavourable impact on revenues or operating income.
- (k) Save as disclosed in Section 3.8 on the utilisation of proceeds for the Public Issue, no property has been acquired or is proposed to be acquired by the Company or its subsidiary companies in contemplation of the public offering.
- (l) Save as disclosed in Section 5.5, there is no present intention on the part of the Directors of the Company to issue any part of the authorised but unissued share capital of the Company.

15.5 Material Contracts

Save as disclosed below, there are no contracts which are or may be material (not being contracts entered in the ordinary course of business) which have been entered into by the Company and its subsidiary companies within the two (2) years preceding the date of this Prospectus.

PKHB

- (i) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong and Hon Wei Sun ("the Vendors") whereby PKHB has agreed to purchase 35,002 ordinary shares representing 3.5% of the issued and paid-up capital in PKJ (O.K. Road) from the Vendors at a purchase consideration of RM73,404.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 23,245 new ordinary shares of RM1.00 each in PKHB and RM45,510.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (ii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Datin Hon Wee Fong, Hon Wei Sun, Choon Wan Joo, Choon Nee Siew and Ong Han Woon ("the Vendors") whereby PKHB has agreed to purchase 60,000 ordinary shares representing 3.529% of the issued and paid-up capital in PKJ (J.T.Malacca) from the Vendors at a purchase consideration of RM87,306.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 27,647 new ordinary shares of RM1.00 each in PKHB and RM54,130.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

- (iii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Choon Nee Siew, Choon Wan Joo and Datin Hon Wee Fong ("the Vendors") whereby PKHB has agreed to purchase 199,200 ordinary shares representing 9.96% of the issued and paid-up capital in PK Properties from the Vendors at a purchase consideration of RM228,379.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 72,320 new ordinary shares of RM1.00 each in PKHB and RM141,595.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (iv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Choon Wan Joo, Choon Yee Fook and Mohd Annar Choon Bin Abdullah ("the Vendors") whereby PKHB has agreed to purchase 50,000 ordinary shares representing 10% of the issued and paid-up capital in PKJ (O.S. Klang) from the Vendors at a purchase consideration of RM48,673.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 15,413 new ordinary shares of RM1.00 each in PKHB and RM30,177.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (v) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Choon Yoke Ying, Choon Yee Bin, Choon Wan Joo, Mohd Annar Choon Bin Abdullah, Choon Nee Siew and Datin Hon Wee Fong ("the Vendors") whereby PKHB has agreed to purchase 584,000 ordinary shares representing 40.276% of the issued and paid-up capital in PKJ (Banting) from the Vendors at a purchase consideration of RM1,420,684.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 449,883 new ordinary shares of RM1.00 each in PKHB and RM880,824.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (vi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Choon Yee Seiong, Cheong Teck Chong, Choon Nee Siew, Choon Yoke Ying, Choon Yee Fook, Datin Hon Wee Fong and Choon Wan Joo ("the Vendors") whereby PKHB has agreed to purchase 300,000 ordinary shares representing 100% of the issued and paid-up capital in Precious from the Vendors at a purchase consideration of RM48,518,495.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 15,364,190 new ordinary shares of RM1.00 each in PKHB and RM30,081,467.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (vii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Choon Yee Fook, Choon Wan Joo, Datin Hon Wee Fong and Choon Nee Siew ("the Vendors") whereby PKHB has agreed to purchase 13,000,000 ordinary shares representing 100% of the issued and paid-up capital in PKJ from the Vendors at a purchase consideration of RM35,422,410.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 11,217,097 new ordinary shares of RM1.00 each in PKHB and RM21,961,894.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (viii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Cheong Teck Chong ("the Vendors") whereby PKHB has agreed to purchase 50,000 ordinary shares representing 10% of the issued and paid-up capital in PKJ (Jaya) from the Vendors at a purchase consideration of RM941,409.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 298,113 new ordinary shares of RM1.00 each in PKHB and RM583,673.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

- (ix) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Cheong Teck Chong ("the Vendors") whereby PKHB has agreed to purchase 10,000 ordinary shares representing 0.556% of the issued and paid-up capital in PKJ (K. City) from the Vendors at a purchase consideration of RM8,783.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 2,782 new ordinary shares of RM1.00 each in PKHB and RM5,445.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (x) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong and Fazrin Azwar Bin Md Nor ("the Vendors") whereby PKHB has agreed to purchase 10,002 ordinary shares representing 0.556% of the issued and paid-up capital in PKJ (Puchong) from the Vendors at a purchase consideration of RM3,348.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 1,060 new ordinary shares of RM1.00 each in PKHB and RM2,076.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0004% of the issued and paid-up capital in PKJ (Muar) from the Vendors at a purchase consideration of RM4.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 2 new ordinary shares of RM1.00 each in PKHB and RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.002% of the issued and paid-up capital in PKDesign from the Vendors at a purchase consideration of RM4.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 2 new ordinary shares of RM1.00 each in PKHB and RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xiii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0004% of the issued and paid-up capital in PKJ (Bangsar) from the Vendors at a purchase consideration of RM2.00. The purchase consideration shall be satisfied by PKHB by way of issuance RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xiv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0004% of the issued and paid-up capital in PKJ (O. Seremban) from the Vendors at a purchase consideration of RM2.00. The purchase consideration shall be satisfied by PKHB by way of issuance of RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0004% of the issued and paid-up capital in PKJ (Summit) from the Vendors at a purchase consideration of RM2.00. The purchase consideration shall be satisfied by PKHB by way of issuance of RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

- (xvi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0002% of the issued and paid-up capital in PKJ (B. Pahat) from the Vendors at a purchase consideration of RM2.00. The purchase consideration shall be satisfied by PKHB by way of issuance of RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xvii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0004% of the issued and paid-up capital in PKJ (O. Malacca) from the Vendors at a purchase consideration of RM2.00. The purchase consideration shall be satisfied by PKHB by way of issuance of RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xviii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.001% of the issued and paid-up capital in DB from the Vendors at a purchase consideration of RM8.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 2 new ordinary shares of RM1.00 each in PKHB and RM6.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xix) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.0004% of the issued and paid-up capital in PKJ (T. Mines) from the Vendors at a purchase consideration of RM4.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 2 new ordinary shares of RM1.00 each in PKHB and RM2.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xx) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Choon Yoke Ying, Datin Hon Wee Fong, Hon Wei Sun, Choon Wan Joo, Chang Kwong Him, Mohd Annuar Choon Bin Abdullah, Choon Nee Siew, Siow Der Ming and Ng Moey Choo ("the Vendors") whereby PKHB has agreed to purchase 185,000 ordinary shares representing 37% of the issued and paid-up capital in PKJ (Malacca) from the Vendors at a purchase consideration of RM522,262.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 165,383 ordinary shares of RM1.00 each in PKHB and RM323,802.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Mohd Annuar Choon Bin Abdullah, Choon Nee Siew and Saw Eng Hooj ("the Vendors") whereby PKHB has agreed to purchase 200,004 representing 40.001% of the issued and paid-up ordinary shares in PKJ (G. Wall) from the Vendors at a purchase consideration of RM2,243,338.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 710,390 new ordinary shares of RM1.00 each in PKHB and RM1,390,870.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

- (xxii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Chang Kwong Him, Choon Yee Bin, Choon Nee Siew, Ng Moey Choo, Choon Yoke Ying and Datin Hon Wee Fong ("the Vendors") whereby PKHB has agreed to purchase 74,750 ordinary shares representing 29.9% of the issued and paid-up capital in PKJ (T. Mall) from the Vendors at a purchase consideration of RM3,947,468.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 1,250,032 new ordinary shares of RM1.00 each in PKHB and RM2,447,430.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxiii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Ng Moey Choo and Lee Lay Bee ("the Vendors") whereby PKHB has agreed to purchase 10,002 representing 0.572% of the issued and paid-up ordinary shares in PKJ (O. Johor Bahru) from the Vendors at a purchase consideration of RM7,714.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 2,442 new ordinary shares of RM1.00 each in PKHB and RM4,784.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxiv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Ong Han Woon, Choon Yee Bin, Choon Wan Joo and Precious ("the Vendors") whereby PKHB has agreed to purchase 2,000,000 ordinary shares representing 100% of the issued and paid-up capital in PKJM from the Vendors at a purchase consideration of RM23,056,309.00. The purchase consideration shall be satisfied by PKHB by payment of a sum of RM12,680,970.00 to Precious and by way of issuance of 3,285,524 new ordinary shares of RM1.00 each in PKHB and RM6,432,710.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Choon Yoke Ying, Datin Hon Wee Fong, Hon Wei Sun, Choon Wan Joo and Ng Moey Choo ("the Vendors") whereby PKHB has agreed to purchase 75,000 ordinary shares representing 15% of the issued and paid-up capital in PKJ (O. Kajang) from the Vendors at a purchase consideration of RM335,628.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 106,283 new ordinary shares of RM1.00 each in PKHB and RM208,088.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxvi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Ng Moey Choo, Datin Hon Wee Fong, Choon Wan Joo, Choon Nee Siew and Hon Wei Sun ("the Vendors") whereby PKHB has agreed to purchase 100,000 ordinary shares representing 10% of the issued and paid-up capital in PKJ (Ampang) from the Vendors at a purchase consideration of RM548,231.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 173,606 new ordinary shares of RM1.00 each in PKHB and RM339,904.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxvii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Choon Nee Siew, Lee Lay Bee, Choon Wan Joo, Datin Hon Wee Fong, Hon Wei Sun and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 75,000 ordinary shares representing 15% of the issued and paid-up capital in PKJ (Selayang) from the Vendors at a purchase consideration of RM280,502.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 88,826 new ordinary shares of RM1.00 each in PKHB and RM173,911.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

- (xxviii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Datin Hon Wee Fong, Choon Wan Joo, Foong Keng Yoke, Choon Nee Siew and Cheong Teck Chong ("the Vendors") whereby PKHB has agreed to purchase 425,000 ordinary shares representing 28.333% of the issued and paid-up capital in PKJ (MV) from the Vendors at a purchase consideration of RM437,814.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 138,641 new ordinary shares of RM1.00 each in PKHB and RM271,445.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxix) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Choon Nee Siew, Tan Guat Yong, Choon Wan Joo, Choon Yee Bin, Datin Hon Wee Fong and Hon Wei Sun ("the Vendors") whereby PKHB has agreed to purchase 235,000 ordinary shares representing 47% of the issued and paid-up capital in PKJ (S. Parade) from the Vendors at a purchase consideration of RM6,262,240.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 1,983,043 new ordinary shares of RM1.00 each in PKHB and RM3,882,588.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxx) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Choon Wan Joo, Datin Hon Wee Fong, Hon Wei Sun, Choon Nee Siew and Lee Lay Bee ("the Vendors") whereby PKHB has agreed to purchase 70,000 ordinary shares representing 14% of the issued and paid-up capital in PKJ (O. Kuantan) from the Vendors at a purchase consideration of RM211,921.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 67,108 new ordinary shares of RM1.00 each in PKHB and RM131,391.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Cheong Teck Chong, Siow Der Ming and Choon Nee Siew ("the Vendors") whereby PKHB has agreed to purchase 131,585 ordinary shares representing 26.317% of the issued and paid-up capital in PKJ (Maluri) from the Vendors at a purchase consideration of RM3,080,586.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 975,519 new ordinary shares of RM1.00 each in PKHB and RM1,909,963.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Datin Hon Wee Fong, Hon Wei Sun and Choon Wan Joo ("the Vendors") whereby PKHB has agreed to purchase 60,000 ordinary shares representing 12% of the issued and paid-up capital in PKJ (W. Maju) from the Vendors at a purchase consideration of RM516,038.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 163,412 new ordinary shares of RM1.00 each in PKHB and RM319,944.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxiii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Choon Wan Joo, Datin Hon Wee Fong, Hon Wei Sun, Ong Han Woon, Choon Nee Siew, Choon Yee Bin and Choon Ching Yih ("the Vendors") whereby PKHB has agreed to purchase 144,000 ordinary shares representing 14.4% of the issued and paid-up capital in PKJ (O. Ipoh) from the Vendors at a purchase consideration of RM468,547.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 148,374 new ordinary shares of RM1.00 each in PKHB and RM290,499.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

- (xxxiv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying, Cheong Teck Chong, Chang Kwong Him, Datin Hon Wee Fong, Choon Nee Siew, Choon Wan Joo, Ong Ah Nam, Chong Siew Loi @ Chong Kim Looi, Lam Chian Leong, Choon Yee Bin, BTVC. and Loon Sunn Engineering Sdn. Bhd. ("the Vendors") whereby PKHB has agreed to purchase 359,609 ordinary shares representing 51.996% of the issued and paid-up capital in PKJ (SS2) from the Vendors at a purchase consideration of RM21,411,664.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 6,780,360 new ordinary shares of RM1.00 each in PKHB and RM13,275,232.00 nominal value of ICULS of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxv) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong, Choon Yoke Ying and BIMB ("the Vendors") whereby PKHB has agreed to purchase 555,390 ordinary shares representing 46.282% of the issued and paid-up capital in PKJ (Tmn Uni, JB) from the Vendors at a purchase consideration of RM545,456.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 454,547 new ordinary shares of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxvi) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Hon Wei Sun, Chong Kian On and BIMB ("the Vendors") whereby PKHB has agreed to purchase 552,686 ordinary shares representing 46.057% of the issued and paid-up capital in PKJ (Peringgit) from the Vendors at a purchase consideration of RM545,456.00. The purchase consideration shall be satisfied by PKHB by way of issuance of 454,547 new ordinary shares of RM1.00 each in PKHB. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxvii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.001% of the issued and paid-up capital in GB (Klang) from the Vendors at a cash purchase consideration of RM1.00. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxviii) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 0.004% of the issued and paid-up capital in PKJ (T1, Seremban) from the Vendors at a cash purchase consideration of RM1.00. The sale and purchase transaction has been completed on 13 January 2004.
- (xxxix) Sale and Purchase Agreement dated 28 May 2003 between PKHB and Dato' Choon Yee Seiong and Choon Yoke Ying ("the Vendors") whereby PKHB has agreed to purchase 2 ordinary shares representing 100% of the issued and paid-up capital in PKJ (Franchise) from the Vendors at a cash purchase consideration of RM1.00. The sale and purchase transaction has been completed on 13 January 2004.
- (xl) Trust Deed dated 13 January 2004 between PKHB and Malaysian Trustees Berhad in respect of the RM85,189,374.00 nominal value of ICULS. The salient terms of the Trust Deed have been reproduced at Section 3.4 of this Prospectus.
- (xli) Underwriting Agreement dated 16 January 2004 between PKHB, Aseambankers Malaysia Berhad and Mayban Securities Sendirian Berhad whereby the Underwriters have agreed to underwrite the 6,200,000 of the Public Issue Shares and RM1,000,000.00 nominal value of the ICULS. The salient terms of the Underwriting Agreement have been reproduced at Section 3.10 of this Prospectus.

15. GENERAL INFORMATION (Cont'd)

PKJ

- (i) Sale and Purchase Agreement dated 4 February 2003 and Deed of Assignment dated 9 September 2003 between Get Teamwork Sdn Bhd and PKJ whereby PKJ has agreed to purchase Lot G-27 of Star Parade, Alor Setar measuring approximately 463 square feet erected on part of the land held under HS(D) 14/95, PT No. 3870, Mukim Derga, Daerah Kota Setar, Negeri Kedah at purchase consideration of RM650,000.00. The sale and purchase transaction has been completed.
- (ii) Sale and Purchase Agreement dated 4 February 2003 and Deed of Assignment dated 9 September 2003 between Get Teamwork Sdn Bhd and PKJ whereby PKJ has agreed to purchase Lot G-53 of Star Parade, Alor Setar measuring approximately 452 square feet erected on part of the land held under HS(D) 14/95, PT No. 3870, Mukim Derga, Daerah Kota Setar, Negeri Kedah at purchase consideration of RM650,000.00. The sale and purchase transaction has been completed.
- (iii) Loan Agreement Cum Assignment and Power of Attorney over Lot G-27, Star Parade, Alor Setar, Kedah, Loan Agreement Cum Assignment and Power of Attorney over Lot G-53, Star Parade, Alor Setar, Kedah, Telefax Agreement and Indemnity for Taking Fax, Oral and Written Instructions all dated 9 September 2003 in respect of banking facilities of RM980,000.00 granted by United Overseas Bank (Malaysia) Berhad.
- (iv) Agreement dated 15th October 2003 between Fun Characters (Malaysia) Sdn Bhd and PKJ whereby PKJ was granted the non-exclusive right, during the period of 1st September 2003 to 31st August 2004 and within Malaysia, to reproduce the Sublicensed Material i.e. Mickey Mouse, Minnie Mouse, Donald Duck, Daisy Duck, Pluto & Goofy, Clarabelle Cow, Horace Horsecollar, Big Bad Pete, Uncle Scrooge/Huey/Louie/Dewey, Chip 'n Dale, Mortie & Ferdie, That's Donald and Minnie 'n Me, Winnie the Pooh characters including Winnie The Pooh, Tigger, Piglet, Eeyore, Kanga, Roo, Owl and Rabbit, on or in connection with the Articles i.e. Pendants, Rings, Earrings, Chokers, Anklets, Bracelets, Brooches, Tie Pins/Clips and Tie Chains, to use the Trademarks i.e. "Mickey for Kids", "Disney Babies" and "Pooh" and to manufacture, distribute for sale and sell (other than by direct marketing methods, including but not limited to, computer on-line selling, catalog sales, direct mail and door-to-door solicitation) the Articles. In consideration thereof, PKJ promised to pay the Royalties, Advances and Guarantees and such other monetary obligations specified therein the Agreement.
- (v) PKJ has purchased Block Insurance Policy No. TTFA3001737 to insure PKJ against fire material damage from UniAsia General Insurance Berhad from 10 July 2003 to 30 September 2004 for their outlet in G-27, Star Parade, Alor Setar.
- (vi) PKJ has purchased Block Insurance Policy No. TTFA3001736 to insure PKJ against fire material damage from UniAsia General Insurance Berhad from 10 July 2003 to 30 September 2004 for their outlet in G-53, Star Parade, Alor Setar.
- (vii) PKJ has entered into Master Rental and Financing Agreement on 6 May 2003 with HP Facilities Services (Malaysia) Sdn Bhd to in respect of application development & documentation, services for software, hardware, services for hardware, site preparation and services for site preparation for total contract amount of RM1,192,400.00.

PKJ (SS2)

- (i) Subscription Agreement dated 28 March 2003 between PKJ (SS2) and Fazrin Azwar Bin Md Nor and BTVC wherein Fazrin Azwar Bin Md Nor has agreed to subscribe to and BTVC has agreed to provide financial assistance to Fazrin Azwar Bin Md Nor to subscribe to 93,835 ordinary shares in the capital of PKJ (SS2) and PKJ (SS2) shall allot and issue 4,545,455 new shares in PKHB to BTVC subject to the terms and conditions of the Subscription Agreement.

15. GENERAL INFORMATION (Cont'd)

- (ii) Supplemental Agreement dated 30 May 2003 between PKJ (SS2) and Fazrin Azwar Bin Md Nor and BTVC wherein parties agreed to amend the Subscription Agreement dated 28 March 2003 whereby BTVC shall transfer the 91,609 ordinary shares in the capital of PKJ (SS2) to PKHB in return for 4,545,448 new PKHB shares. The transaction as provided in the Subscription Agreement and Supplemental Agreement has been completed on 13 January 2004.

PKJ (O. Klang)

- (i) Sale and Purchase Agreement dated 30 July 2002 between PKJ (O. Klang) and Mr Choon Yee Fook to purchase a piece of freehold land held under HS(D) 57880, PT No. 5999, Mukim Kapar, District of Klang, State of Selangor together with a single storey terrace house erected thereon at a purchase consideration of RM200,000.00. The sale and purchase herein is pending completion and PKJ (O. Klang) has obtained a loan from Standard Chartered Bank Malaysia Berhad.
- (ii) Sale and Purchase Agreement dated 30 July 2002 between PKJ (O. Klang) and Mr Choon Yee Fook to purchase a piece of leasehold land held under HS(D) 38993, PT No. 71, Seksyen 9, Bandar Shah Alam, District Petaling, State of Selangor together with a double storey bungalow erected thereon at a purchase consideration of RM1,900,000.00. The sale and purchase herein is pending completion and PKJ (O. Klang) is has obtained a loan from Standard Chartered Bank Malaysia Berhad.

PKJ (Peringgit)

- (i) Subscription Agreement dated 23 April 2003 between PKJ (Peringgit) and Fazrin Azwar Bin Md Nor, Dato' Choon Yee Seiong, Mdm Choon Yoke Ying (collectively "the Indemnifiers") and BIMB wherein, at the request of Fazrin Azwar Bin Md Nor, BIMB has agreed to subscribe to 552,684 ordinary shares in the capital of PKJ (Peringgit) and PKJ (Peringgit) and the Indemnifiers agree and undertake to cause 454,500 new PKHB shares to be issued to BIMB subject to the terms and conditions of the Subscription Agreement. It is an essential term of the Subscription Agreement that in accordance with the terms and conditions of the financial participation and arrangement between BIMB and Fazrin Azwar Bin Md Nor, he retains the beneficial interest of the PKHB shares.
- (ii) Supplemental Agreement dated 30 May 2003 between PKJ (Peringgit) and Fazrin Azwar Bin Md Nor, Dato' Choon Yee Seiong, Mdm Choon Yoke Ying (collectively "the Indemnifiers") and BIMB wherein parties agreed to amend the Subscription Agreement dated 23 April 2003 whereby BIMB shall transfer the 552,684 ordinary shares in the capital of PKJ (Peringgit) to PKHB in return for 454,545 new PKHB shares. The transaction as provided in the Subscription Agreement and Supplemental Agreement has been completed on 13 January 2004.

PKSB

Subject to the completion of the SPAs, PKSB has entered into Consolidation Agreement dated 28 May 2003 with Dato' Choon Yee Seiong, Cheong Teck Chong, Choon Nee Siew, Mohd Annuar Choon Bin Abdullah, Choon Yoke Ying, Choon Wan Joo, Chang Kwong Him, Datin Hon Wee Fong, Choon Yee Bin, Siow Der Ming, Choon Yee Fook, Ong Han Woon, Foong Keng Yoke, Ong Ah Nam, Ng Moey Choo, Tan Guat Yong, Choon Ching Yih, Lee Lay Bee, Hon Wei Sun, Chong Kian On, Saw Eng Hooi, Chong Siew Loi @ Chong Kim Looi, Lam Chian Leong and Loon Sunn Engineering Sdn Bhd (collectively "the Shareholders") whereby the Shareholders shall transfer and PKSB agrees to accept transfer of 36,404,198 new PKHB ordinary shares and 85,187,300 ICULS in PKHB held by the Shareholders upon the terms and conditions of the Consolidation Agreement. The Consolidation of Shares has been completed on 13 January 2004.

15. GENERAL INFORMATION (Cont'd)

PKJ (Tmn Uni, JB)

- (i) Subscription Agreement dated 23 April 2003 between PKJ (Tmn Uni, JB) and Fazrin Azwar Bin Md Nor, Dato' Choon Yee Seiong, Mdm Choon Yoke Ying (collectively "the Indemnifiers") and BIMB wherein, at the request of Fazrin, BIMB has agreed to subscribe to 555,388 ordinary shares in the capital of PKJ (Tmn Uni, JB) and PKJ (Tmn Uni, JB) and the Indemnifiers agree and undertake to cause 454,500 new PKHB shares to be issued to BIMB subject to the terms and conditions of the Subscription Agreement. It is an essential term of the Subscription Agreement that in accordance with the terms and conditions of the financial participation and arrangement between BIMB and Fazrin Azwar Bin Md Nor, he retains the beneficial interest of the PKHB shares.
- (ii) Supplemental Agreement dated 30 May 2003 between PKJ (Tmn Uni, JB) and Fazrin Azwar Bin Md Nor, Dato' Choon Yee Seiong, Mdm Choon Yoke Ying (collectively "the Indemnifiers") and BIMB wherein parties agreed to amend the Subscription Agreement dated 23 April 2003 whereby BIMB shall transfer the 555,388 ordinary shares in the capital of PKJ (Peringgit) to PKHB in return for 454,545 new PKHB shares. The transaction as provided in the Subscription Agreement and Supplemental Agreement has been completed on 13 January 2004.

15.6 Material Litigation

Save as disclosed below, the PKHB Group is presently 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 PKHB 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 PKHB and its subsidiary.

PKJ (O. Klang)

By a Writ of Summons dated 22 May 2003, Kerajaan Malaysia instituted a civil action in the High Court of Malaya at Kuala Lumpur against PKJ (O. Klang) claiming for total outstanding income tax of RM1,245,549-68 payable for years of assessment 1996 and 1997 inclusive of increases pursuant to Sections 107B(3), 103(4) and 103(5A) of the Income Tax Act 1967. PKJ (O, Klang) has on 10 June 2003 fully settled the said outstanding amount to the Lembaga Hasil Dalam Negeri ("LHDN"). Kerajaan Malaysia has vide its letter dated 10 June 2003 and the Notice of Discontinuance dated 10 June 2003 notified the High Court to discontinue the matter.

15.7 Material Agreements

Saved as disclosed below, there is no other material agreements entered into by the Company and its subsidiary companies.

Dato' Choon Yee Seiong and Cheong Teck Chong have furnished a personal guarantee dated 4 June 2003 in favour of PK Properties to make good the difference between the net book value and the resale value in the open market of Lot GF-40 and Lot GF-41, Bayan Shopping Mall, Penang and Lot L1-050 and Lot L1-051, Plaza Rakyat Shopping Mall, Kuala Lumpur (collectively referred to as the "Properties") in the event that the projects are not resumed within 5 years time from the date of the Prospectus for the listing exercise of PKHB and there is a diminution in the values of the Properties.

15. GENERAL INFORMATION (Cont'd)

PKJ

- (i) Agreement for Sale and Purchase of Shares dated 6 June 2000 between PKJ and Chin Kew Wing @ Chan Weng, Wong Voon Theam, Chong Chong Chin, Chong Yun Keat, Chong Yun Kian and Chong Yook Chan ("Vendors") whereby PKJ has acquired the entire issued and paid-up capital in K.E. Likwong amounting to 600,000 ordinary shares of RM1.00 each from the Vendors at the purchase consideration of RM4,815,449.69.
- (ii) Agreement dated 1 October 2001 between Fun Characters (Malaysia) Sdn Bhd and PKJ whereby PKJ was granted the non-exclusive right, during the period of 1 September 2002 to 31 August 2003 and within Malaysia, to reproduce the Sublicensed Material i.e. Mickey Mouse, Minnie Mouse, Donald Duck, Daisy Duck, Pluto & Goofy, Clarabelle Cow, Horace Horsecollar, Big Bad Pete, Uncle Scrooge/Huey/Louie/Dewey, Chip 'n Dale, Mortie & Ferdie, That's Donald and Minnie 'n Me, Winnie the Pooh characters including Winnie The Pooh, Tigger, Piglet, Eeyore, Kanga, Roo, Owl and Rabbit, on or in connection with the Articles i.e. Pendants, Rings, Earrings, Chokers, Anklets, Bracelets, Brooches, Tie Pins/Clips and Tie Chains, to use the Trademarks i.e. "Mickey for Kids", "Disney Babies" and "Pooh" and to manufacture, distribute for sale and sell (other than by direct marketing methods, including but not limited to, computer on-line selling, catalog sales, direct mail and door-to-door solicitation) the Articles. In consideration thereof, PKJ promised to pay the Royalties, Advances and Guarantees and such other monetary obligations specified therein the Agreement.
- (iii) Loan Agreement, Deed of Assignment over 1 unit of shophot known as G-23, Level Ground Floor, AMCORP MALL, Section 26, 46200 P.J. (508 sf) held under master title H.S. (D) 39250 P.T. No. 4, Seksyen 26, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor ("**Property B**") and Power of Attorney all dated 18 November 1995 in respect of banking facilities of RM866,000.00 granted by Bumiputra-Commerce Bank Berhad.
- (iv) Loan Agreement, Deed of Assignment over 1 unit of shophot known as G-25, Level Ground Floor, AMCORP MALL, Section 26, 46200 P.J. (508 sf) held under master title H.S. (D) 39250 P.T. No. 4, Seksyen 26, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor ("**Property C**") and Power of Attorney all dated 18 November 1995 in respect of loan of RM866,000.00 granted by Bumiputra-Commerce Bank Berhad.
- (v) Facilities Agreement, 2nd Charge over 1 unit of bungalow known as No.7, Jalan Timor, 46400 Petaling Jaya erected on land held under Pajakan Negeri No. 3792 Lot 10, Seksyen 9 in Bandar Petaling Jaya, Daerah Kuala Lumpur ("**Property A**"), Supplementary Deed of Assignment over Property B, Power of Attorney, Supplementary Deed of Assignment over Property C and Power of Attorney all dated 22 August 2001 in respect of loan of RM1,500,000.00 granted by of Bumiputra-Commerce Bank Berhad.
- (vi) Debenture dated 10 October 1995 in respect of banking facilities of RM2,000,000.00 granted by Asian International Merchant Bankers Berhad (currently known as Public Merchant Bank Berhad).
- (vii) Second Debenture and Charge both dated 27 January 1996 over a 3 storey shophouse bearing postal address No. 20, Jalan 52/4, 46200 Petaling Jaya, Selangor erected on the land held under Lease of State Land No. 865, Lot 10, Section 25, Bandar Petaling Jaya, District of Kuala Lumpur, Negeri Selangor ("**Property D**") in respect of additional facilities of RM4,000,000.00 granted by Asian International Merchant Bankers Berhad (currently known as Public Merchant Bank Berhad).
- (viii) Third Debenture dated 3 September 1997 in respect of additional facilities of RM2,000,000.00 granted by Sime Merchant Bankers Berhad (currently known as Public Bank Berhad).

15. GENERAL INFORMATION (Cont'd)

- (ix) Supplementary Facility Agreement and Charge both dated 5 December 2001 over Property D in respect of additional facilities of RM400,000.00 granted by Public Merchant Bank Berhad.
- (x) Negative Pledge dated 9 July 1996 in respect of banking facilities of RM5,000,000.00 granted by Malayan Banking Berhad.
- (xi) Facility Agreement and Negative Pledge both dated 17 February 2003 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.
- (xii) Block Insurance Policy No. W9A2AA000205 to insure PKJ and its subsidiary against loss or damage by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, burglary, theft or any attempt thereat, storm, tempest, flood, bursting or overflowing or leakage or water pipes or apparatus, or impact by any road vehicle, horse or cattle not belonging to or under the control of the assured or any member of the assured's household or the assured's employees from 16 September 2002 to 15 March 2003. The Insurance Policy has been extended from 16 March 2003 to 15 September 2003.

PKJ (SS2)

Debenture dated 10 March 1999 in respect of additional facilities of RM1,500,000.00 granted by EON Bank Bhd.

PKJ (Jaya)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.

PKJ (S. Parade)

- (i) General Facility Agreement, Debenture, Second legal charge over land held under H.S.(D) 6774, P.T. No. 1113, Mukim of Damansara, District of Petaling, State of Selangor all dated 13 August 2001 in respect of banking facilities of RM600,000.00 granted by Bumiputra Commerce Bank Berhad.
- (ii) Facilities Agreement, Deed of Assignment over 1 parcel of retail lot with a built up area of 1,499 square feet identified as Lot No. G19, Ground Floor, Subang Parade which is erected on the land held under HS(D) 22227 for Lot No. P.T. 9120, Lot 014193, Mukim of Damansara, District of Petaling, Selangor and Power of Attorney all dated 4 May 1999 in respect of banking facilities of RM1,168,000.00 granted by Malayan Banking Berhad.
- (iii) Supplemental Facility Agreement and Letter of Authorisation both dated 6 January 2004 in respect of banking facilities of RM1,686,000.00 granted by Bumiputra-Commerce Bank Berhad.

15. GENERAL INFORMATION (Cont'd)

PKJ (Summit)

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Letter of Set-Off (First Party) and Memorandum of Deposit of Fixed Deposit receipt and/or Negotiable Certificate of Deposit (First Party) all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (T. Mall)

Supplemental Loan Agreement Cum Assignment dated 14 December 2000 over 1 unit of condominium known as Unit No. 33A-8-7, Villa Putra, Lot 36, Jalan Tun Ismail, 50480 Kuala Lumpur erected on the land held under Master Titles Geran No. 11011 and HS(D) 39258, Lot No. 36 and PT 4, Sek. 51, Bandar Kuala Lumpur and Daerah Kuala Lumpur, Loan Agreement Cum Assignment dated 14 December 2000 over 1 unit of condominium known as Unit No. 33A-17-5, Villa Putra, Lot 36, Jalan Tun Ismail, 50480 Kuala Lumpur erected on the land held under Master Titles Geran No. 11011 and HS(D) 39258, Lot No. 36 and PT 4, Sek. 51, Bandar Kuala Lumpur and Daerah Kuala Lumpur, Debenture dated 14-12-2000 and Letter of Set-Off dated 14-11-2000 in respect of banking facilities of RM2,950,000.00 granted by RHB Bank Berhad.

PKJ (Maluri)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.

PKJ (W. Maju)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (Ampang)

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First Party) and Letter of Set Off (First Party) all dated 5 January 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.

PKJ (O.K. Road)

- (i) Facilities Agreement, Debenture, Memorandum of Deposit, Letter of Set-Off and Letter of undertaking with respect to Bankers Acceptance all dated 9 December 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.
- (ii) Facility Agreement, Supplemental Deed of Assignment over All that unit of Condominium known as No. C-9-20, Pearl Point Condominium and held under Master Title HS (D) 79265, PT No. 4771 in the Mukim Petaling, District & State of Wilayah Persekutuan and Power of Attorney all dated 23 January 2002 in respect of banking facilities of RM500,000.00 granted by Bumiputra-Commerce Bank Berhad.

15. GENERAL INFORMATION (Cont'd)

PKJ (Bangsar)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (T. Mines)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (MV)

General Facility Agreement and Debenture both dated 7 January 2002 in respect of banking facilities of RM1,000,000.00 granted by Bumiputra Commerce Bank Berhad.

PKJ (G. Wall)

Facilities Agreement, Debenture, Memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First Party), Letter of Set-Off (First Party), Letter of Undertaking with respect to Bankers Acceptances all dated 9 December 2003 in respect of banking facilities of RM1,500,000.00 granted by Malayan Banking Berhad.

PKJ (O. Klang)

Facility Agreement dated 27 May 1997 in respect of banking facilities of RM1,000,000.00 granted by Oriental Bank Berhad.

PKJ (Banting)

General Facility Agreement and Debenture both dated 14 May 2002 in respect of banking facilities of RM1,000,000.00 granted by Bumiputra Commerce Bank Berhad.

PKJ (O. Ipoh)

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Letter of Set-Off (First Party) and Memorandum of Deposit of Fixed Deposit receipt and/or Negotiable Certificate of Deposit (First Party) all dated 5 January 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.

PKJ (K. City)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (O. Kuantan)

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Letter of Set-Off (First Party) and Memorandum of Deposit of Fixed Deposit receipt and/or Negotiable Certificate of Deposit (First Party) all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

15. GENERAL INFORMATION (Cont'd)**PKJ (O. Kajang)**

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First Party) and Letter of Set Off (First Party) all dated 5 January 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.

PKJ (Malacca)

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First Party) and Letter of Set Off (First Party) all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (J.T. Malacca)

Facilities Agreement, Debenture, Absolute Assignment of Insurance Policy, Memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First Party) and Letter of Set Off (First Party) all dated 5 January 2000 in respect of banking facilities of RM1,000,000.00 granted by Malayan Banking Berhad.

PKJ (Muar)

Facilities Agreement, Debenture, Deed of Subordination made between Precious, PKJ (SS2), PKJ (J.T. Malacca) and Malayan Banking Berhad, Letter of Undertaking with respect to Bankers Acceptances, Letter of Set-Off (First Party), Memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First Party) all dated 29 March 2001 all in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJ (B. Pahat)

Facilities Agreement, Debenture, memorandum of Deposit of Fixed Deposit Receipt and/or Negotiable Certificate of Deposit (First party), Letter of Set-Off (First Party) and Absolute Assignment of Insurance Policy all dated 5 January 2000 in respect of banking facilities of RM500,000.00 granted by Malayan Banking Berhad.

PKJM

- (i) Banking Facilities Agreement, Debenture and Deed of Assignment over Plot No. 9, Phase 1A, Bukit Jelutong Industrial Park, Mukim Damansara, District of Klang, State of Selangor all dated 9 October 1995 in respect of banking facilities of RM6,950,000.00 granted by BSN Commercial Bank (M) Berhad.
- (ii) Supplemental Banking Facilities Agreement, Supplemental Deed of Assignment over Plot No. 9, Phase 1A, Bukit Jelutong Industrial Park, Mukim Damansara, District of Klang, State of Selangor and Supplemental Debenture all dated 29 January 1996 in respect of additional banking facilities of RM3,500,000.00 granted by BSN Commercial Bank (M) Berhad.
- (iii) Second Supplemental Banking Facilities Agreement, 2nd Supplemental Deed of Assignment over Plot No. 9, Phase 1A, Bukit Jelutong Industrial Park, Mukim Damansara, District of Klang, State of Selangor and Second Supplemental Debenture all dated 2 July 1997 in respect of additional banking facilities of RM14,490,000.00 granted by BSN Commercial Bank (M) Berhad.
- (iv) First Legal Charge over HS(M) 1720, PT No. 3867, Tempat Subang New Village in the Mukim of Sungai Buloh, Daerah Kuala Lumpur, Negeri Selangor dated 27 February 1998 in respect of banking facilities of RM800,000.00 granted by Bank of Commerce (M) Berhad.

15. GENERAL INFORMATION (Cont'd)

- (v) General Facility Agreement and Second Legal Charge over HS(M) 1720, PT No. 3867, Tempat Subang New Village in the Mukim of Sungai Buloh, Daerah Kuala Lumpur, Negeri Selangor both dated 6 November 2003 in respect of additional banking facilities of RM5,500,000.00 granted by Bumiputra-Commerce Bank Berhad.

PK Properties

- (i) Sale and Purchase Agreement and Deed of Mutual Covenants both dated 10 June 1996 between Eternal Resources Sdn Bhd of Wisma Selangor Dredging, 12th Floor, West Block, No. 142-A, Jalan Ampang, 50450 Kuala Lumpur and PK Properties whereby PK Properties has agreed to purchase a shoplot known as Lot No. GF 40 measuring approximately 565 square feet located in Bayan Shopping Mall erected on all that portion of reclaimed land measuring approximately 68 acres identified as Site A Package 1B5 for a purchase consideration of RM621,620.00.
- (ii) Sale and Purchase Agreement and Deed of Mutual Covenants both dated 10 June 1996 between Eternal Resources Sdn Bhd of Wisma Selangor Dredging, 12th Floor, West Block, No. 142-A, Jalan Ampang, 50450 Kuala Lumpur and PK Properties whereby PK Properties has agreed to purchase a shoplot known as Lot No. GF 41 measuring approximately 565 square feet located in Bayan Shopping Mall erected on all that portion of reclaimed land measuring approximately 68 acres identified as Site A Package 1B5 for a purchase consideration of RM621,620.00.
- (iii) Sale and Purchase Agreement and Deed of Mutual Covenants both dated 31 July 1996 between Plaza Rakyat Sdn Bhd, Datuk Bandar Kuala Lumpur and PK Properties whereby PK Properties has agreed to purchase Lot No. L1-050 at First Floor of Plaza Rakyat Shopping Mall measuring approximately 510 square feet erected on the lands held under HS(D) 76874, PT 92, HS(D) 76875, PT 94, HS(D) 76877, PT 95 and HS(D) 76878, PT 96 all in Section 56, Town of Kuala Lumpur, Daerah Kuala Lumpur for a purchase consideration of RM1,285,200.00.
- (iv) Sale and Purchase Agreement and Deed of Mutual Covenants both dated 31 July 1996 between Plaza Rakyat Sdn Bhd, Datuk Bandar Kuala Lumpur and PK Properties whereby PK Properties has agreed to purchase Lot No. L1-051 at First Floor of Plaza Rakyat Shopping Mall measuring approximately 348 square feet erected on the lands held under HS(D) 76874, PT 92, HS(D) 76875, PT 94, HS(D) 76877, PT 95 and HS(D) 76878, PT 96 all in Section 56, Town of Kuala Lumpur, Daerah Kuala Lumpur for a purchase consideration of RM960,480.00.
- (v) Loan Agreement Cum Assignment dated 20 February 1995 over a shoplot known as Lot No. G 13 measuring approximately 1,076.4 square feet located in Summit Parade erected on the land held under Grant NO. 26439, PT No. 3273, Mukim of Bandar, Panggaram, District of Batu Pahat and Power of Attorney dated 20/2/95 both in respect of banking facilities of RM587,680.00 granted by Malayan Banking Berhad.
- (vi) Facilities Agreement dated 17 February 2000, Assignment dated 17 February 2000 over Lot Nos. G.14 and G29 measuring approximately 904 square feet each located in Mahkota Parade erected on the land held under Plot Perdagangan 1 being part of PN 6528, Lot No. 2 and Plot Perdagangan 5 being part of PN 6517, Lot No. 4, both in Bandar XLII (42), Daerah Melaka Tengah, Negeri Melaka, Power of Attorney dated 17 February 2000 and Deed of Assignment of Rental Income dated 17 February 2000 all in respect of banking facilities of RM1,600,000.00 granted by Malayan Banking Berhad.

15. GENERAL INFORMATION (Cont'd)

- (vii) Composite Loan Agreement and Assignment dated 1 August 1995 over a shoplot known as Lot No. LG 48 measuring approximately 550.98 square feet located in Summit City erected on the land held under HS(D) 59989, Lot No. PT 12201, and HS(D) 59990, Lot No. PT 12202 both in the Mukim of Damansara, Daerah Petaling, Negeri Selangor and Power of Attorney dated 1 August 1995 both in respect of banking facilities of RM680,000.00 granted by Arab-Malaysian Finance Berhad.
- (viii) Loan Agreement Cum Assignment dated 29 October 1996 over a shoplot known as Lot No. GF 40 measuring approximately 565 square feet located in Bayan Shopping Mall erected on all that portion of reclaimed land measuring approximately 68 acres identified as Site A Package 1B5 and Loan Agreement Cum Assignment dated 29 October 96 over a shoplot known as Lot No. GF 41 measuring approximately 565 square feet located in Bayan Shopping Mall erected on all that portion of reclaimed land measuring approximately 68 acres identified as Site A Package 1B5 both in respect of banking facilities of RM994,000.00 granted by The Pacific Bank Berhad.
- (ix) Loan Agreement, Deed of Assignment over Lot LI-050 of Plaza Rakyat Shopping Mall, Power of Attorney, Deed of Assignment over Lot LI-051 of Plaza Rakyat Shopping Mall and Power of Attorney all dated 4 September 1997 and Deed of Assignment of Rental Income dated 18 December 1997 in respect of banking facilities of RM1,796,000.00 granted by Bank Bumiputra Malaysia Berhad.

Precious

- (i) 1st Legal Charge for RM600,000.00 dated 17 June 1989 over HS(D) 142695, Lot 18, Seksyen 25, Bandar Petaling Jaya, Daerah Petaling and Negeri Selangor (formerly held under Q.T.(R) No. 725, L.O. No. PJ 84/60, Bandar Petaling Jaya bearing postal address No.18, Jalan 52/4, 46200 Petaling Jaya, Selangor) in respect of a term loan of RM600,000.00 granted by Malayan Banking Berhad.
- (ii) 2nd Legal Charge for RM5,000,000.00 dated 9 July 1996 for the benefit of PKJ over HS(D) 142695, Lot 18, Seksyen 25, Bandar Petaling Jaya, Daerah Petaling and Negeri Selangor (formerly held under Q.T.(R) No. 725, L.O. No. PJ 84/60, Bandar Petaling Jaya bearing postal address No.18, Jalan 52/4, 46200 Petaling Jaya, Selangor) in favour of Malayan Banking Berhad to secure a loan of RM5,000,000.00 granted to PKJ.
- (iii) 3rd Legal Charge for RM1,000,000.00 dated 17 February 2003 for the benefit of PKJ over HS(D) 142695, Lot 18, Seksyen 25, Bandar Petaling Jaya, Daerah Petaling and Negeri Selangor (formerly held under Q.T.(R) No. 725, L.O. No. PJ 84/60, Bandar Petaling Jaya bearing postal address No.18, Jalan 52/4, 46200 Petaling Jaya, Selangor) in favour of Malayan Banking Berhad to secure a loan of RM1,000,000.00 granted to PKJ.

K.E. Likwong

- (i) 3rd Party Charge dated 9 November 2000 for RM8,000,000.00 for the benefit of PKJ over HS(D) 143184, P.T. No. 16, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor (formerly held under QT(R) 2996, L.O. PJ 248/60, Bandar Petaling Jaya, Daerah Kuala Lumpur, Negeri Selangor) in favour of Malayan Banking Berhad.
- (ii) 3rd Party Charge dated 17 February 2003 for RM1,000,000.00 for the benefit of PKJ over HS(D) 143184, P.T. No. 16, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor (formerly held under QT(R) 2996, L.O. PJ 248/60, Bandar Petaling Jaya, Daerah Kuala Lumpur, Negeri Selangor) in favour of Malayan Banking Berhad.

15. GENERAL INFORMATION (Cont'd)

15.8 Expenses And Commission

- (i) Underwriting commission is payable to the Managing Underwriter and Underwriters at the rate of 2% of the issue price of RM1.60 per ordinary share and of the nominal value of the ICULS on the ordinary shares and ICULS being underwritten respectively which form the subject of this Prospectus.
- (ii) Brokerage will be paid by the Company at the rate of 1% of the issue price of RM1.60 per ordinary share to the parties in the circumstances specified in Section 3.10 of this Prospectus.
- (iii) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up capital of the Company on the Main Board of the MSEP amounting to approximately RM3.0 million will be borne by the Company.

15.9 Public Take-Overs

During the last financial year and the current financial year, there were no:-

- (i) public take-over offers by third parties in respect of the Company's shares; and
- (ii) public take-over offers by the Company in respect of other company's shares.

15.10 Consents

- (i) The written consents of the Adviser, Managing Underwriter, Placement Agent, Company Secretary, Underwriters, Principal Bankers, Issuing House, Solicitors, Registrar, Trustee and Paying Agent 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 consent of the Company's Auditors and Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the Consolidated Profit Forecast and Proforma Consolidated Balance Sheets in the manner and form in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
- (iii) The written consent of the Valuers to the inclusion in this Prospectus of their Valuation Certificate 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.
- (iv) The written consent of the Independent Market Research Consultant to the inclusion in this Prospectus of their Independent Market Research Consultant Report 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.

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15. GENERAL INFORMATION (Cont'd)

15.11 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:-

- (i) Memorandum and Articles of Association of the Company and its subsidiary companies;
- (ii) Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the consolidated profit forecast for the FY ending 31 July 2004 and the proforma consolidated balance sheets as at 31 July 2003 as included herein;
- (iv) Consolidated profit forecast for FY ending 31 July 2004 and proforma consolidated balance sheets as at 31 July 2003 as included herein;
- (v) The audited financial statements of PKHB and its subsidiary companies for the past five (5) FYs ended 31 July 2003;
- (vi) The letters of consent referred to under Section 15.10 above;
- (vii) The material contracts referred to in Section 15.5 above;
- (viii) The material agreements referred to in Section 15.7 above;
- (ix) Trust Deed dated 13 January 2004;
- (x) Valuation Report prepared by Colliers Jordan Lee & Jaafar (JH) Sdn Bhd dated 26 January 2004;
- (xi) Independent Market Research Consultant's Report prepared by Vital Factor Consulting Sdn Bhd dated 26 January 2004; and
- (xii) Contracts of employment referred to in Section 6.7 of this Prospectus.

15.12 Responsibility

- (i) Aseambankers, acknowledges that to the best of its knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Public Issue, Offer for Sale and PKHB, and is satisfied that the consolidated profit forecast (for which the Directors of the Company are solely responsible) has been stated by the Directors of the Company after due and careful enquiry.
- (ii) This Prospectus has been seen and approved by the Directors, Promoters of PKHB and the Offeror and they collectively and individually accept full responsibility for the accuracy of all information contained in this Prospectus and confirm having made all reasonable enquiries, that to the best of their knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statement in this Prospectus false or misleading.