
XIV. FURTHER INFORMATION

1. Share Capital

- (i) No 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.
- (ii) There are no founder, management or deferred shares in the Company. As at the date of this Prospectus, there is only one (1) class of shares in the Company namely ordinary shares of RM0.50 each, all of which rank *pari passu* with one another.
- (iii) Other than as disclosed in this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) preceding years from the date of this Prospectus.
- (iv) Save for the Offer Shares reserved for eligible employees and business associates of the Group as disclosed in Section III of this Prospectus, no person including Directors or employees of SCMC 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.
- (v) Other than the allocation of Offer Shares for eligible employees of the Group under the Offer for Sale as disclosed in Section III of this Prospectus, there is currently no other scheme involving the Directors and employees in the share capital of the Company or its subsidiaries.
- (vi) As at the date of this Prospectus, the Group does not have any outstanding convertible securities, options, warrants or uncalled capital.

2. Articles of Association and Others

2.1 Transfer of Securities and Transmission of Securities

The provisions in the Articles of Association of the Company ("Articles"), the Listing Requirement, the Act and the Rules in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows:

(i) Articles

Article 14 - New Shares Considered Part of Original Capital

Subject to any special rights for the time being attached to any existing class of shares, new shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer and transmission of shares, lien, or otherwise, as if the new shares had been part of the original capital.

XIV. FURTHER INFORMATION (Cont'd)

Article 25 - Transfer of Shares

Subject to the provisions of the Act, these Articles and if the Company is Listed, the Listing Requirements, the Central Depositories Act and the Rules, all transfers of shares:

- (a) prior to the listing and quotation of such shares on the Exchange; or
- (b) to the Central Depository or its nominee company;

may be effected by an instrument in writing in any usual or common form or in any other form which the Directors may approve. The instrument shall be executed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share transferred until the name of the transferee is entered in the Register of Members in respect thereof. Subject to these Articles, there shall be no restriction on the transfer of fully paid-up shares except where required by law.

Article 26 - Transfer of Listed 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 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 107(C)(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such listed Securities.

Article 27 - Refusal to Register Transfer

Subject to the provisions of the Act, these Articles and if the Company is Listed, the Listing Requirements, the Central Depositories Act and the Rules:

- (a) the Directors may subject to Article 27(c), decline to register any transfer of share:
 - (i) which is not fully paid up; or
 - (ii) on which the Company has a lien; or
 - (iii) if the registration of the transfer would result in a contravention of or a failure to observe the provisions of any law; or

XIV. FURTHER INFORMATION (Cont'd)

- (iv) if the instrument of transfer is not left for registration at the Office (or such other place if any, as the Directors may appoint) together with such fee not exceeding RM3.00 (Ringgit Three) per transfer (or such other sum as may be determined by the Directors) plus the requisite amount of stamp duty with which each certificate is chargeable and accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- (b) all instruments of transfer which are registered may be retained by the Company; and
- (c) if the Directors decline to register any transfer, they shall within 10 (ten) Market Days (or if the Company is Listed, such other period as specified by the Exchange) after the date on which the transfer was lodged with the Company, send to the transferor or if applicable, lodging broker and to the transferee, written notice of refusal and the reasons therefor. Any instrument of transfer which the Directors may decline to register shall be returned to the person who tendered the same for registration save and except in cases where the Directors suspect fraud.

Article 28 – Fixing of Books Closing Date

The registration of transfers may be suspended at such time and for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than 30 (thirty) Market Days in any year. If the Company is Listed, any notice of intention to fix a books closing date and the reason therefor shall be given to the Exchange, such notice shall state the books closing date, which shall be at least 12 clear Market Days (or such other minimum period as may be prescribed by the Exchange) after the date of notification to the Exchange.

Article 29- Allotment and Despatch of Notices of Allotment

If the Company is Listed, the Company shall subject to the provisions of the Act, these Articles, the Central Depositories Act and the Rules, allot Securities and despatch notices of allotment to the allottees within such period as may be prescribed by the Listing Requirements from time to time.

XIV. FURTHER INFORMATION (Cont'd)

Article 30 - Exclusion of liability for the Company, its Directors and Officers in Respect of Error in the Record of Depositors

Unless the Company, its Directors or any of its officers has been negligent or in breach of its duties or in breach of trust, the Company, its Directors and its officers shall not be liable for any claims or damages to any person due to or related to:-

- (a) any error or omission in the Record of Depositors or in the Register of Members or in any other register of the Company, arising from an error or omission in the Record of Depositors; or
- (b) an act of the Central Depository in registering or in acting upon a transfer of Securities made by a Member or any person entitled to the Securities by reason of the death, bankruptcy, insolvency or insanity of a Member although the same may be by reason of any fraud or other cause not known to the Company or its Directors or the Central Depository be legally inoperative or insufficient to pass the property in the Securities proposed or professed to be transferred.

Article 31 - Death of Member

In case of the death of a Member, the legal personal representative(s) of the deceased, shall, be the only persons recognised by the Company as having any title to the deceased's interest in any Securities (subject, if the Company is Listed, to the legal personal representative having complied with all the requirements of the Rules and having been recorded in the Record of Depositors as the Depositor in lieu of the deceased holder); but nothing herein contained shall release the estate of the deceased Member from any liability in respect of any Securities which had been held by the deceased.

Article 32 - Rights on Death or Bankruptcy or Insolvency

Any person becoming entitled to a Security in consequence of the death, bankruptcy or insolvency of any Member may, upon such evidence being produced as may from time to time properly be required by the Directors and/or if the Company is Listed, by the Central Depository, and subject as hereinafter provided and if applicable, is permitted by the Rules, elect either to be registered himself as the holder of the Security or to have some person nominated by him registered as the transferee thereof, but the Directors and/or if the Company is Listed, 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, bankruptcy or insolvency, as the case may be. If the Company is Listed, a transfer or withdrawal of the Security may subject to the Central Depository Act and the Rules, be carried out by the person becoming so entitled.

XIV. FURTHER INFORMATION (Cont'd)

Article 33 – Notice of Election

If the person so becoming entitled as referred to in Article 32, elects to be registered himself as the holder of the Security, he shall deliver or send to the Company, and if the Company is Listed, and to the Central Depository, a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the Security which, if the Company is Listed, shall be in such form as may be required by the Rules. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of Securities shall be applicable to any such notice or transfer as aforesaid as if the death, bankruptcy or the insolvency, as the case may be, of the Member had not occurred and the notice or transfer were a transfer executed by such Member.

Article 35 - Transmission of Securities from Foreign Register

(a) Where:

- (i) the Securities of the Company are listed on an Approved Market Place; and
- (ii) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules in respect of such Securities;

the Company shall, upon request of a Securities holder, permit a transmission of Securities held by the 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 Registrar”), to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as “the Malaysian Registrar”), provided that there shall be no change in the ownership of such Securities.

(b) For the avoidance of doubt, the Company shall not allow any transmission of Securities from the Malaysian Register into the Foreign Register.

XIV. FURTHER INFORMATION (Cont'd)

(ii) **Act**

The provisions within the Act, on the transferability of securities 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.

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 effecting any transfer of securities or class of securities which have been deposited.

Section 107C(2)

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

XIV. FURTHER INFORMATION (Cont'd)

(iii) Rules

The rules within Bursa Depository on the transferability of securities are as follows:

Rule 8.01(2)

The Bursa 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 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)

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 verify the following:

- (a) the prescribed form (for ordinary transfer of securities or for express transfer of securities) fully and properly completed in triplicate;
- (b) the Transferring Depositor has executed the Transferor portion on the said form duly witnessed by another person (other than the Depositor's spouse);
- (c) that the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons for transfer that is prescribed by the Central Depository from time to time after consultation with the Commission; and
- (e) documents to support the reason for the transfer as may be prescribed by the Central Depository.

(iv) Listing Requirements

The provisions of the Listing Requirements on the transferability of securities are as follows:

Paragraph 7.13 - Transfers of Securities

The transfer of any listed security or class of listed security of the company, shall be by way of book entry by the Bursa Depository in accordance with the rules of the Bursa 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 the listed securities.

XIV. FURTHER INFORMATION (Cont'd)

Paragraph 7.14 - Transmission of Securities from Foreign Register

- (1) Where:
- (a) the securities of a company are listed on an Approved Market Place; and
 - (b) such company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules in respect of such securities,

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.

2.2 Remuneration of Directors

The provisions of the Articles dealing with the remuneration of the Directors are as follows:

Article 83 - Directors' Remuneration

- (a) The fees payable to the Directors shall be such fixed sum (not being a commission on or percentage of profits or of turnover) as shall from time to time be determined by an ordinary resolution of the Company in general meeting and shall be divisible among the Directors as they may agree or, failing agreement, equally. Any Director who shall hold office for part only of the period in respect of which the aforesaid fees are payable shall be entitled only to rank in any division as aforesaid for a proportion of the fees related to the period during which he has held office. The fees of the 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.
- (b) The Directors may also be paid all travelling, hotel and such other reasonable expenses properly incurred by them in attending and returning from meetings of the Directors, or of any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company.

XIV. FURTHER INFORMATION (Cont'd)

- (c) Any Director who is appointed to any executive office or who serves on any committee of Directors or who otherwise performs services which, in the opinion of the board of 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 provided that such remuneration shall not include a commission on or percentage of turnover.

Article 91 – Remuneration of Managing Director

The remuneration of a managing director of the Company may from time to time, be fixed or varied by the Directors and may, subject to these Articles, be by way of salary or commission or participation in profits or in any manner howsoever other than by a commission on or a percentage of turnover.

2.3 Voting and Borrowing Powers of Directors

The provisions in the Articles dealing with the voting and borrowing powers of the Directors including voting powers in relation to the proposals, arrangements or contracts in which they are interested are as follows:

Article 84 – Directors May Contract with Company

- (a) Subject to compliance with the Act (in particular those provisions relating to the disclosure of the interest of Directors and if applicable, provisions requiring approval of the Company in general meeting) and if the Company is Listed, to the Company's compliance with the Listing Requirements:
- (i) a Director may hold any office (other than the office of auditor of the Company) or place of profit under the Company, and he or any firm of which he is a member may act in a professional capacity for the Company in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine; and
 - (ii) no Director or intending Director shall be disqualified by his office from contracting or entering into any arrangement with the Company either as vendor, purchaser or otherwise, no such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided and no Director so contracting or being so interested shall be liable to account to the Company for any profit realised by any such contract or arrangement or for any fees, remuneration or other benefits received by him by reason only of such Director holding that office or of the fiduciary relation thereby established.

XIV. FURTHER INFORMATION (Cont'd)

- (b) A Director shall not vote (whether at the board meeting or at the general meeting of the Company) in respect of any contract, arrangement or transaction or proposed contract, arrangement or transaction in which he has whether directly or indirectly, an interest as aforesaid and if he does so vote, his vote shall not be counted. A Director shall not however be deemed to be interested or to have been at any time interested in any contract or proposed contract by reason only of the following:
- (i) that he has guaranteed or joined in guaranteeing the repayment of a loan or any part of a loan where the contract or proposed contract relates to such loan to the Company; or
 - (ii) that he is a director of a corporation in a case where the contract or proposed contract has been or will be made with or for the benefit of or on behalf of such corporation which is by virtue of Section 6 of the Act deemed to be related to the Company.

Article 85 - Right to Hold Office of Profit Under the Company

- (a) Subject to the provisions of Article 84, a Director may be or become a director of or hold any office or place of profit (other than as Auditor) or otherwise be interested in any company in which the Company may or may not be interested as vendor, purchaser, shareholder or otherwise. Unless otherwise agreed or required by law, he shall not be accountable for any fees, remuneration or other benefits received by him as a director, or officer of or by virtue of his interest in such other company.
- (b) The Directors may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner and in all respects as the Directors think fit in the interests of the Company (including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors of such company or voting or providing for the payment of remuneration to the directors of such company) and subject to the provisions of Article 84 and the relevant provisions of the Act, any such Director of the Company may vote in favour of the exercise of such voting powers in the manner aforesaid notwithstanding that he may be or be about to be appointed a director of such other company.

Article 86 - Appointment of Alternate Director

- (a) A Director of the Company may at any time appoint any person approved by a majority of his co-Directors (or their alternates) to act as his alternate and may at any time remove such alternate from his office. An alternate Director so appointed shall be entitled to receive from the Company, such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time direct. Save as aforesaid, an alternate Director shall not, in respect of such appointment, be entitled to receive any remuneration from the Company.
- (b) An alternate Director shall (subject to his giving to the Company an address in Malaysia) be entitled to receive notices of all meetings of the Directors and to attend and vote at such meetings at which the Director appointing him is not personally present and generally to perform, in the absence of his appointor, all functions (pertaining to the office of a Director) of his appointor.

XIV. FURTHER INFORMATION (Cont'd)

- (c) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason (otherwise than by retiring and being re-elected at the same meeting), to be a Director.
- (d) All appointments and removals of alternate Directors shall be effected in writing under the hand of the Director making or terminating such appointment and left at the Office.
- (e) A person may act as an alternate Director to represent more than 1 Director and an alternate Director shall be entitled at Directors' meetings to 1 (one) vote for every Director whom he represents.

Article 102 – Directors' Borrowing Powers

Subject to the Act, these Articles and if the Company is Listed, to the Listing Requirements, the Directors may exercise all the powers of the Company to raise or borrow money, to mortgage or charge upon the whole, or any part, of its undertaking, assets and property (both present or future), its uncalled or unissued capital, to provide guarantees and indemnities and may with the sanction of a general meeting of the Company, issue bonds, debentures, debenture stock and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party and whether or not charged upon the whole or any part of its undertaking, assets and property (both present or future) and on its uncalled or unissued capital,

Article 106 – Meetings of Directors and Quorum

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed, 2 (two) Directors shall be a quorum. Questions arising at any meeting of the Directors shall be decided by a majority of votes. In case of an equality of votes at any meeting of the Directors, the Chairman of the meeting shall have a second or casting vote except where 2 (two) directors form a quorum and:

- (a) only 2 (two) directors are present; or
- (b) only 2 (two) Directors are competent to vote on the question at issue.

A meeting of the Directors for the time being at which such quorum is present shall be competent to exercise all or any of the authorities, powers and discretion which by or under these Articles, are vested in or exercisable by the Directors generally.

XIV. FURTHER INFORMATION (Cont'd)

2.4 Changes in Share Capital and Variation of Class Rights

The provisions in the Articles as to changes in share capital and variation of class rights, which are no less stringent than those required by law, are as follows:

Article 3 – Issue of Shares and Securities

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the provisions of the Act and these Articles, all shares shall be under the absolute control of the Directors who may issue, allot or otherwise dispose of the same to such persons on such terms and conditions and for such consideration and at such time and either at par or at a premium as the Directors may determine and any such shares may be issued with such preferred, deferred, qualified or special rights, privileges or conditions or pursuant to any option granted by the Company as the Directors subject to any ordinary resolution of the Company, may determine, provided always that:

- (a) no shares shall be issued at a discount, except in accordance with the Act;
- (b) in the case of shares other than ordinary shares, the rights attaching to such shares shall be expressed in these Articles and in the resolution authorising the issue of the same;
- (c) shares in the Company may not be held jointly by more than one person;
- (d) subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled.

The offer shall be made by notice specifying the number of shares or securities offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under these Articles; and

- (e) if the Company is Listed, no Director shall participate in an issue of shares to employees unless shareholders in general meeting have approved of the specific allotment to be made to such Director and unless he holds office in an executive capacity.

XIV. FURTHER INFORMATION (Cont'd)

Article 4 – Issue of Preference Shares

The Company shall have the power with the sanction of an ordinary resolution, to issue preference shares on terms that they are, or at the option of the Company are liable, to be redeemed or to issue, subject to Article 7, further preference shares ranking equally with, or in priority to, preference shares already issued. The Directors may, subject to the provisions of the Act, redeem such shares on such terms and in such manner either at par or at a premium as they may think fit. The total nominal value of issued preference shares shall not any time exceed the total nominal value of the issued ordinary shares.

Article 5 – Rights of Preference Shareholders

Preference shareholders shall:

- (a) have the same rights as ordinary shareholders as regards the receiving of notices, reports and audited accounts and attending general meetings of the Company;
- (b) have the right to vote at any meeting convened for the purpose of reducing the capital or winding up or sanctioning a sale of the whole of the property, business and undertaking of the Company or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend (or part thereof) on the preference shares is more than 6 months in arrears or at any time during winding up; and
- (c) be entitled to a return of capital in preference to holders of ordinary shares when the company is wound up.

Article 6 - Alteration of Preference Shareholders' Rights

The repayment of preference capital other than redeemable preference shares, or any other alteration of preference shareholders' rights, may only be made pursuant to a special resolution of the preference shareholders concerned, provided always that where the necessary majority for such a special resolution is not obtained at the meeting, the consent in writing, if obtained from the holders of three-fourths of the preference capital concerned within 2 months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

Article 7 - Preference Shareholders' Rights Varied by the Creation of Further Preference Shares

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of that class of shares, be deemed to be varied by the creation or issue of further shares ranking equally therewith or in priority thereto.

XIV. FURTHER INFORMATION (Cont'd)

Article 13 - Increase of Authorised Capital

With the sanction of an ordinary resolution of the Company in general meeting and subject to the provisions of the Act and if the Company is Listed, the provisions of the Listing Requirements, the Directors may increase the capital of the Company by the creation and/or issue of new shares, of such amount and to be divided into shares of such amounts as the Company in general meeting may direct, or if no direction be given, as the Directors think expedient.

Article 15 - Reduction of Capital

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

Article 16 - Alteration of Capital

The Company may with the sanction of an ordinary resolution passed in general meeting and subject to the provisions of these Articles, the Act and if the Company is Listed, the Listing Requirements:

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) cancel any shares which, at the date of the passing of the ordinary resolution, 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; and
- (c) subdivide its shares or any of them into shares of a smaller amount than is fixed by the Memorandum of Association provided always that in such subdivision, the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

Article 18 - Modification of Rights

All or any of the rights and privileges attached to the existing shares, and to any other class of share which may be issued, whether preference or otherwise, may, subject to the Act and these Articles, be modified, abrogated or dealt with (as well before as during liquidation) pursuant to a special resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meetings shall apply, mutatis mutandis to every such meeting except that the quorum thereof shall be members holding, or representing by proxy or by attorney or, in the case of a corporation, by a representative, one-tenth of the nominal amount of the issued shares of that class. Provided always that where the necessary majority for a special resolution is not obtained at the meeting concerned, the consent in writing, if obtained from the holders of not less than three-fourths of the issued shares of the class concerned within 2 months of the date of meeting concerned, shall be as valid and effectual as a special resolution carried at the meeting concerned. To every such special resolution, Section 152 of the Act shall, with such adaptations as are necessary, apply.

XIV. FURTHER INFORMATION (Cont'd)

3. Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in Section I of this Prospectus.
- (ii) A Director is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at general meeting.
- (iii) Save as disclosed in Section VIII(1.9) and X of this Prospectus, no Director of SCMC or key management has any existing or proposed service agreement.
- (iv) Save as disclosed in Section VIII(1.7) and X of this Prospectus, there is no remuneration and benefit paid by the Company to its Promoter, Director or substantial shareholder within the two (2) years preceding the date of this Prospectus or intended that any such amount or benefit be so paid or given, except for dividends paid and any remuneration received in the course of employment.
- (v) Save as disclosed in this Prospectus, the Directors of SCMC are not aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public which could materially affect the profits of the SCMC Group.
- (vi) Save as disclosed in Section X of this Prospectus, none of the Directors or substantial shareholders of SCMC has any interest, direct or indirect, in the promotion of or in any assets which have been, within two (2) years preceding the date of this Prospectus, acquired or disposed of by or leased to or proposed to be acquired, disposed of by or leased to the Company or its subsidiaries save and except for transactions within the ordinary course of business.
- (vii) Save as disclosed in Section VIII(1.9) and X of this Prospectus, none of the Directors or substantial shareholders of the Company has any interest in any contract or arrangement with SCMC Group subsisting at the date of this Prospectus and which is significant in relation to the business of SCMC or the Group taken as a whole.

4. General

- (i) The nature of the Company's business is described in Section VI of this Prospectus. Other than as mentioned in Section VI of this Prospectus, there is no corporation which is deemed to be related to the Company by virtue of Section 6 of the Act.
- (ii) The estimated expenses and fees relating to the Restructuring Scheme and Listing, amounting to RM2,500,000 will be borne by the Company.
- (iii) No commission, discount, brokerage or other special term was granted by the Company within the two (2) years immediately preceding the publication of this Prospectus in connection with the issue or sale of any capital of the Company or its subsidiaries.

XIV. FURTHER INFORMATION (Cont'd)

- (iv) During the last financial year and the current financial year up to the date of this Prospectus, there were no:
 - (a) public takeover offers by third parties in respect of the Company's shares; and
 - (b) public takeover offers by the Company in respect of other companies' shares.
- (v) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (vi) The Company and its subsidiaries have not established a place of business outside Malaysia.
- (vii) The date and time of the opening and closing of application for the Offer for Sale is set out in Section III of this Prospectus.
- (viii) There is no intention on the part of the Directors to issue any part of the authorised but unissued share capital of the Company as at the date of this Prospectus.

5. Material Litigation and Arbitration

Save as disclosed below, as at 31 August 2004, being the latest practicable date prior to the printing of this Prospectus, SCMC and its subsidiaries are not engaged in any current, pending or threatened material litigation or arbitration either as plaintiff or defendant and the Directors do not know of any other facts likely to give rise to any proceeding which might materially and adversely affect the financial position or business of SCMC and its subsidiaries.

- (i) Wong Cher Feng, a practicing advocate and solicitor has filed a suit against SCMC as 2nd defendant alleging that SCMC has defamed him by reason of an article published. Wong Cher Feng is claiming for damages in the sum of RM5 million plus costs. The High Court has fixed 21 September 2004 for mention on the plaintiff's and SCMC's applications for further and better particulars. SCMC's solicitors are of the opinion that SCMC has a defence on the ground of justification and fair comment;
- (ii) Chew Ee Teong and Tan Suan Choo have filed a suit against GMRSB and SCMC as 4th and 5th defendants respectively, alleging that SCMC has defamed them by reason of an article published. Chew Ee Teong and Tan Suan Choo are claiming for damages in the sum of RM5 million plus costs. A new hearing date has yet to be obtained to replace the hearing dates vacated by the court on 1st and 2 July 2004. The solicitors have advised that if the Plaintiff are to succeed in its claim, the sum to be awarded, if any, will not be material;
- (iii) Badrul Zaman Bin P. S. Md Zakariah, a managing director of an employment agency has filed a suit against SCMC as 1st defendant alleging that SCMC has defamed him by reason of an article published arising from a press conference by the 2nd Defendant, the then Deputy Director General of the Immigration Department. Badrul Zaman Bin P. S. Md Zakariah is claiming for damages in the sum of RM50 million plus costs. The High Court has fixed 6 December 2004 for case management. SCMC's solicitors are of the opinion that SCMC has a defence on the ground of qualified privilege;

XIV. FURTHER INFORMATION (Cont'd)

- (iv) Chua Seow Heong has filed a suit against SCMC and GMRSB as 2nd and 3rd defendants respectively, alleging that he has been defamed by reason of an article publishing the 1st Defendant's (ie. the Bank of China's) statement in response to the Plaintiff's claim against the 1st Defendant. Chua Seow Heong is claiming for damages in the sum of RM40 million plus costs. This suit was struck off on 27 June 2002 for the plaintiff's/plaintiff's solicitors' failure to attend court but the suit has been successfully reinstated on 30 October 2003. The High Court has fixed the matter for case management on 31 January 2005 for the decision on the issue whether the plaintiff or his two (2) former solicitors should be liable for the costs incurred in the reinstatement of the suits. SCMC's and GMRSB's solicitors are of the opinion that their defence in this matter ought to succeed;
- (v) Airport Limo (M) Sdn Bhd has filed a suit against SCMC alleging that SCMC has defamed it by reason of an article published. Airport Limo (M) Sdn Bhd is claiming for damages in the sum of RM15 million plus costs. The High Court has fixed 26 October 2004 for case management. SCMC's solicitors are of the opinion that SCMC has a defence if it is able to prove the truth of the material facts in the article published and if the Plaintiff is to succeed in its claim, the sum to be awarded, if any, will not be material;
- (vi) KL City Bazaar Sdn Bhd has filed a suit against SCMC as 2nd defendant alleging that SCMC has defamed him by reason of an article published concerning a statement made by the 1st Defendant, a Minister in the Prime Minister's Department in charge of the Federal Territory of Kuala Lumpur. KL City Bazaar Sdn Bhd is claiming for damages in the sum of RM7.7 million as special damages for expenses incurred for a project, general damages plus costs. No mention or hearing date has been fixed until KL City Bazaar Sdn Bhd files the notice to attend pre-trial case management. SCMC's solicitors are of the opinion that SCMC may have a defence on the ground of qualified privilege if the Minister confirms making the alleged statement in his defence, that there is no basis for the Plaintiff to seek the RM7.7 million special damages and if the Plaintiff is to succeed in its claim, the sum to be awarded, if any, will not be material;
- (vii) Ng Yeow Song (as public officer of Dewan Perniagaan dan Perindustrian Tionghua Johor Bahru) has filed a suit at the Shah Alam High Court against SCMC as 2nd defendant in its capacity as printer and publisher of Sin Chew Jit Poh alleging that SCMC has defamed the Dewan Perniagaan by reason of an article published. The plaintiff is claiming for damages in the sum of RM10 million plus costs. A Summons-In-Chambers to strike out the plaintiff's Amended Writ of Summons and Amended Statement of Claim has been filed. The court has fixed 7 December 2004 for mention of the abovesaid summons in chambers. SCMC's solicitors are of the opinion that SCMC's defence of qualified privilege and fair comment ought to succeed;
- (viii) Ng Yeow Song (as public officer of Dewan Perniagaan dan Perindustrian Tionghua Johor Bahru) has also filed a suit at the Johor Bahru High Court against GMRSB and SCMC as 2nd and 3rd defendants respectively, in their capacity as the publisher, of "Guang Ming Ribao" and as the printer respectively. The plaintiff has alleged that SCMC and GMRSB have defamed the Dewan Perniagaan by reason of an article published. The plaintiff is claiming for damages in the sum of RM10 million plus costs. SCMC's application to strike out the plaintiff's suit on the ground that a society registered under the Societies Act 1966 is incapable of maintaining an action for defamation has been allowed with costs on 21 January 2002. The plaintiff filed an appeal against this decision and the appeal was allowed resulting in the suit being reinstated. SCMC's solicitors have filed an appeal to the Court of Appeal and are awaiting the hearing date. SCMC's solicitors are of the opinion that on the merits of the case, SCMC and GMRSB have a reasonably good defence as the statements made were fair comment on a matter of public interest; and

XIV. FURTHER INFORMATION (Cont'd)

- (ix) New Tang Dynasty (“NTD”) had filed a suit against Sun Xiang Yang and SCMC as 1st and 2nd defendant respectively alleging that Sun Xiang Yang and SCMC had defamed it by reason of an article published. The writ of summons has not yet been served on the Company. NTD is claiming for RM100 million in general, aggravated and exemplary damages. SCMC’s solicitors are of the preliminary opinion that SCMC has a defence on the ground of qualified privilege.

Claims against SCMC Group, whether or not proceeded to litigation or arbitration, are not disclosed in this Prospectus if the amount claimed is not specified.

SCMC Group has made provisions (for amounts as recommended by its solicitors for the respective suits totalling RM2.2 million) in its financial statements for the financial year ended 31 March 2004 in respect of the litigation cases and claims.

6. Material Contracts

Save for the material agreements set out in Section XIV(7) of this Prospectus and 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 conditional sale and purchase agreement dated 2 January 2004 between SCMC and Yee Thiam Sun, Foo Yew Fong, Ong Peng Yeow, Oon Choo Khye, Oo Jooi Tee and Lam Wu Chong as surviving trustees of Sekolah Rendah Jenis Kebangsaan (Cina) Min Sin, Penang for the purchase of the parcel of land held under Lot No. 1691 comprised in grant first grade No. 19126, Section 12, Georgetown situated in the north east district of Penang together with premises erected thereon known as No. 67, Jalan Macalister, Penang for a total consideration of RM3,147,000.
- (ii) An agreement evidenced by share transfer forms dated 2 March 2004 between SCMC and TSTHK, Dr. Tiong Ik King and GMRSB respectively for the transfer of the remaining 49% equity interest in SCI not held by SCMC comprising a total of 2,205,000 ordinary shares of RM1.00 each in SCI for a total consideration of RM1,416,000 from TSTHK, Dr. Tiong Ik King and GMRSB;
- (iii) An agreement evidenced by share transfer forms dated 2 March 2004 between SCMC and TSTHK and Dr. Tiong Ik King respectively for the transfer of the remaining 80.1% equity interest in MPSB not held by SCMC comprising 400,500 ordinary shares of RM1.00 each in MPSB for a total consideration of RM400,500 from TSTHK and Dr. Tiong Ik King;
- (iv) A conditional sale and purchase agreement dated 14 January 2004 between Tiong Toh Siong & Sons Sdn Bhd and SCMC for the purchase of the parcel of land held under Lot 3608 Block 19 Seduan Land District for a total consideration of RM2,110,000;
- (v) Offers by SCMC dated 15 July 2004 for the acquisition of the entire equity interest of GMRSB for a total cash consideration of RM4,000,000 or RM1.00 per ordinary share of GMRSB, of which acceptances for 3,909,666 ordinary shares of RM1.00 each were received by SCMC which include the acceptance by Lucky Wind Sdn Bhd for the 95.67% of the equity interest in GMRSB comprising 3,826,666 ordinary shares of RM1.00 each for a total cash consideration of RM3,826,666.

XIV. FURTHER INFORMATION (Cont'd)

- (vii) An underwriting agreement dated 7 September 2004 entered into between the Company, the Offerors, the Managing Underwriter and Underwriters in relation to the underwriting of 15,100,000 Offer Shares at the managing underwriting commission of 0.25% and underwriting commission of 1.5% respectively at the Retail Price.

7. Material Agreements

Save for the material contracts set out in Section XIV(6) of this Prospectus and as disclosed below, there are no other subsisting material agreements which have been entered into by the Company and its subsidiaries.

7.1 Banking Facilities

- (i) Banking facilities by RHB Bank Berhad ("RHB") dated 6 February 2002, 24 May 2001 and 23 April 2001 for RM43 million to SCMC for its working capital/trade financing/shipping goods/hedge against foreign exchange risk and to part finance up to 90% of the purchase of new/used office and printing related equipment or up to RM1.5 million (whichever lower)/ part finance up to 90% of the purchase of industrial land under PN3695 Lot 51 Seksyen 13, Bandar Petaling Jaya, Daerah Petaling Jaya with 4 office block and 2 storey service centre;
- (ii) Islamic banking facility (Bai' Bithaman Ajil) by RHB dated 18 February 2002 for RM1.18 million to SCMC for its part finance of up to 90% of the purchase price of the used web offset printing press equipment and other machinery acceptable to RHB;
- (iii) Credit facilities by Public Bank Berhad ("PBB") dated 24 March 2004 for RM20 million to SCMC for its working capital and trade financing purposes;
- (iv) Banking facilities by Malayan Banking Berhad ("MBB") dated 26 April 2001 and 20 November 1999 for RM11 million to SCMC for its working capital, trade financing and foreign exchange transactions;
- (v) Banking facilities by HSBC Bank Malaysia Berhad ("HSBC") dated 9 August 2004 and 4 June 2003 for RM14.1 million to SCMC for its working capital, trade financing and the financing of the purchase of printing machinery for Johor Bahru plant;
- (vi) Banking facilities by Standard Chartered Bank Malaysia Berhad dated 25 March 2004 for RM31,080,000 to SCMC for its trade finance purposes; and
- (vii) Banking facilities by OCBC Bank (Malaysia) Berhad dated 12 April 2004 for RM40 million for SCMC's trade financing purposes and three 5-year term loans each of RM15.3 million, totalling RM45.9 million for part finance of up to 80% of the purchase price of three (3) lines of printing equipment.

XIV. FURTHER INFORMATION (Cont'd)

7.2 Insurance Policies

- (i) A Fire Material Damage policy taken by SCMC with Progressive Insurance Bhd dated 16 February 2004 commencing 1 January 2004 to 31 December 2004 covering all properties belonging to SCMC or held in trust or on commission or on joint account with others, all furniture, office and other contents, stock and raw material and plant and machinery for the insured sum of RM166,586,000 at a premium of RM351,257.30.
- (ii) A Consequential Loss policy taken by SCMC with Progressive Insurance Bhd dated 13 February 2004 commencing 1 January 2004 to 31 December 2004 covering loss of gross profit due to reduction in turnover and increase in cost of working resulting from an interruption or interference to the of following loss destruction or damage to any insured property business as a result of fire, lighting or explosion policy for the insured sum of RM46,010,000 at a premium of RM85,293.05;
- (iii) A Public Third Party Liability policy taken by SCMC with Progressive Insurance Bhd dated 11 February 2004 commencing 1 January 2004 to 31 December 2004 to indemnify SCMC against any accidental death, bodily injury, illness or disease of any person or accidental loss or damage to property arising from the business of the insured (i.e. publishing, printing and distribution of newspaper and periodicals) in 19, Jalan Semangat, Petaling Jaya, 46200, Selangor; and all costs and expenses of litigation recovered by any claimant against the insured or incurred with written consent of the Company in respect of a claim against the insured for compensation for a limit of RM1,000,000 for any accident and unlimited for any one period of insurance at a premium of RM2,687.50;
- (iv) An Employer's Liability policy taken by SCMC with Progressive Insurance Bhd dated 6 February 2004 commencing 1 January 2004 to 31 December 2004 to indemnify against any liability to any bodily injury sustained by all employees including contract staff in the course of employment for the maximum insured sum of RM1,000,000 at a premium of RM1,348.75;
- (v) A Marine Open Cover policy taken by SCMC with Progressive Insurance Bhd dated 4 February 2004 commencing 1 January 2004 to 31 December 2004 covering all imports of newspaper in rolls and chemical paper in cartons, machinery, machinery in transit, ink and chemical for newsprint in drums/pails and aluminium plate in conventional shipment of SCMC for the an insured sum of RM2,000,000 for any one vessel or airfreight or any one accident or series of accidents arising from the same event in any one location at a premium to be determined by the actual insured sum at that particular shipment in time;
- (vi) An All Risk policy taken by SCMC with Progressive Insurance Bhd commencing 24 March 2004 to 30 September 2004 covering material damage to printing machines for a sum insured of RM20 million at premium of RM26,995.07, and material damage to other equipment and accessories with sum insured of RM10 million at premium of RM13,497.54;

XIV. FURTHER INFORMATION (Cont'd)

- (vii) A Group Personal Accident policy taken by SCMC with Progressive Insurance Bhd dated 9 February 2004 commencing 1 January 2004 to 31 December 2004 covering all employees of the Company for the insured sum of RM126,130,000 at a premium of RM50,666.96;
- (viii) A Theft (forcible and violent entry only) policy taken by SCMC with Progressive Insurance Bhd dated 6 February 2004 commencing 1 January 2004 to 31 December 2004 covering theft upon actual forcible and violent breaking entry or robbery of all movable and immovable property of SCMC based on market value at the time of loss (exclude profits of any kind) and/or the net cost of repairing such damage up to 10% of sum insured for the insured sum of RM500,000 on any one loss at a premium of RM2,241.25;
- (ix) An Electronic Equipment Policy taken by SCMC with Progressive Insurance Bhd dated 6 February 2004 commencing 1 January 2004 to 31 December 2004 covering all electronic equipment and external data of SCMC for the insured sum of RM6,000,000 at a premium of RM8,845.75;
- (x) A Group Personal Accident policy taken by SCI with Progressive Insurance Bhd dated 9 February 2004 commencing 1 January 2004 to 31 December 2004 covering 18 employees of SCI for the insured sum of RM2,000,000 at a premium of RM813.25;
- (xi) A Group Personal Accident policy taken by MPSB with Progressive Insurance Bhd dated 5 February 2004 commencing 1 January 2004 to 31 December 2004 covering 324 employees of MPSB for the insured sum of RM26,290,000 at a premium of RM10,568.72;
- (xii) A Fire Material Damage policy taken by GMRSB with Progressive Insurance Bhd dated 12 February 2004 commencing 1 January 2004 to 31 December 2004 covering all properties belonging to GMRSB or held in trust or on commission or on joint account with others, all furniture, office and other contents, stock and raw material and plant and machinery for the insured sum of RM3,200,000 at a premium of RM11,312.62;
- (xiii) A Group Personal Accident policy taken by GMRSB with Progressive Insurance Bhd dated 5 February 2004 commencing 1 January 2004 to 31 December 2004 covering 376 employees for the insured sum of RM31,660,000 at a premium of RM12,725.45;
- (xiv) A Public/Risk Liability policy taken by GMRSB with Progressive Insurance Bhd dated 6 February 2004 commencing 1 January 2004 to 31 December 2004 covering any accident for the insured sum of RM500,000 and unlimited coverage for any one period insurance at a premium of RM679.38; and
- (xv) A Group Personal Accident policy taken by SCMC with Progressive Insurance Bhd dated 5 February 2004 commencing 1 January 2004 to 31 December 2004 covering all contract drivers of the Company for the insured sum of RM2,080,000 at the premium of RM1,866.40;

XIV. FURTHER INFORMATION (Cont'd)**7.3 Business Agreements**

- (i) An agreement dated 17 November 1998 and a supplementary agreement dated 12 May 1999 together with an amendment agreement dated 29 December 2000 between MNI and SCMC which set out the terms and conditions for MNI to sell and SCMC to buy a minimum of 25,000 tonnes of newsprint a year for a period of 10 years commencing from the commercial operation date or the final settlement date subject to extensions of two years each by both parties.
- (ii) A sale and purchase agreement between OPG Printing Limited and SCMC dated 18 November 2002 for the purchase of used printing machines for a total cash consideration of USD15,000,000 (RM57,000,000 based on an exchange rate of RM3.80 to USD1);
- (iii) A sale and purchase agreement between Web Press (HK) Limited and SCMC dated 13 May 2003 for the purchase of printing equipment for a total cash consideration of USD1,878,136 (RM7,136,917 based on an exchange rate of RM3.80 to USD1);
- (iv) An agreement between Web Press (HK) Limited and SCMC dated 13 May 2003 for the provision of services of dismantling and reinstalling machinery for a total cash consideration of USD2,342,298 (RM8,900,732 based on an exchange rate of RM3.80 to USD1);
- (v) An agreement between Web Press (HK) Limited and SCMC dated 13 May 2003 for the purchase of one set of equipment know as "WTE Profile Rail Track System" for a total cash consideration of USD668,707 (RM2,541,087 based on an exchange rate of RM3.80 to USD1);
- (vi) An agreement between Asiaweb Technologies (Malaysia) Sdn Bhd and SCMC dated 11 June 2003 for the provision of services to install, test and commission a Newspaper Publishing and Management Software Application or System for the operations or business of SCMC for a total contract value of RM3,270,860, adjustable or varied to the actual unit/quantity of software or parts upon completion of installation of the System;
- (vii) Letter of award dated 30 May 2003 to Bina Puri Construction Sdn Bhd by Reka Konsult for and behalf of SCMC for the design and construction of a press hall for a total sum of RM15,000,000;
- (viii) An agreement between Vicent Lite Electrical Engineering Co Sdn Bhd and SCMC dated 13 November 2003 for the supply, delivery, installation, testing and commissioning of electrical services for a total contract sum of RM2,348,000; and

XIV. FURTHER INFORMATION (Cont'd)

- (ix) A tenancy and printing equipment rental agreement dated 2 March 2004 between SCMC and Rimbunan Hijau Estate Sdn Bhd ("RHE") for the rental of all that piece of land alienated and held under Pajakan Negeri 3694 for Lot No. 50, Seksyen 13, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor together with the buildings erected thereon excluding a 2-storey office cum factory erected by Optical Communication Engineering Sdn Bhd at a total rental of RM300,000 per month for a term of three (3) years commencing 2 March 2004 and expiring on 1 March 2007 with an option for renewal for a further term not exceeding three (3) years from the expiry of the initial term of three (3) years at a rent to be agreed upon by both parties.

7.4 Service Agreements

A service agreement dated 12 August 2002 between the Company and Wong Lee Yun for a monthly retainer fee of RM5,000 and a reimbursable entertainment expenses of up to a maximum of RM1,000 per month for a period of one year commencing 1 August 2002 for the provision of consultancy services. On 23 August 2003, the contract with Wong Lee Yun was renewed for a period of one year commencing 1 August 2003 for a revised monthly retainer fee of RM6,000. Subsequently the contract was renewed for another one year to 31 July 2005. The service agreement can be terminated by either party giving the other 3 months' notice in writing or payment in lieu without assigning any reason whatsoever.

8. Letters of Consent

- (i) The written consents of the Companies Secretaries, Principal Bankers, Solicitors, Registrars, Issuing House, Adviser, Sole Lead Manager, Sole Bookrunner, Managing Underwriter and Underwriters, to the inclusion in this Prospectus of their names in the context and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report and letters relating to the consolidated profit forecast for the financial year ending 31 March 2005 and proforma consolidated balance sheet as at 31 March 2004 in the context 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 consents of ABC, Nielsen Media Research and MindShare to the inclusion in this Prospectus of their names and quotation in the form and content in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

XIV. FURTHER INFORMATION (Cont'd)

9. Documents for Inspection

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

- (i) Memorandum and Articles of Association of SCMC;
- (ii) The Accountants' Report and Directors' Report as included in Sections XII and XIII of this Prospectus respectively;
- (iii) The Reporting Accountants' letter relating to the consolidated profit forecast for the financial year ending 31 March 2005 as included in Section XI(7) of this Prospectus;
- (iv) The Reporting Accountants' letter relating to the proforma consolidated balance sheet of the SCMC as at 31 March 2004 as included in Section XI(11) of this Prospectus;
- (v) The writ and relevant cause papers of the litigation proceedings referred to in Section XIV(5) of this Prospectus;
- (vi) The material contracts referred to in Section XIV(6) of this Prospectus;
- (vii) The material agreements referred to in Section XIV(7) and the agreements referred to in Section X(1.2) of this Prospectus;
- (viii) The letters of consent referred to in Section XIV(8) of this Prospectus;
- (ix) The audited financial statements of SCMC for the five (5) financial years ended 31 March 2000 to 2004;
- (x) The audited financial statements of GMRSB for the five (5) financial years ended 31 March 2000 to 2004;
- (xi) The audited financial statements of SCI for the financial period ended 31 March 2001 and three (3) financial years ended 31 March 2002 to 2004;
- (xii) The audited financial statements of MCSB for the five (5) financial years ended 31 March 2000 to 2004; and
- (xiii) The audited financial statements of MPSB for the five (5) financial years ended 31 March 2000 to 2004.

XIV. FURTHER INFORMATION (Cont'd)

10. Responsibility Statement

- (i) This Prospectus has been seen and approved by the Directors and promoters of SCMC and the Offerors and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement 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 Offer for Sale and is satisfied that the consolidated profit forecast (for which the Directors of the Company 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 duly reviewed by the Reporting Accountants.

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