
14. OTHER GENERAL INFORMATION

14.1 Share Capital

- (a) 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 (1) class of shares in the Company, namely ordinary shares of RM0.20 each, all of which rank pari passu with one another.
- (d) Save for the 16,000,000 new LCTH Shares reserved and to be allocated as follows, there are at present no other schemes involving the employees in the share capital of the LCTH Group.
 - (i) 10,500,000 new LCTH Shares to the eligible Directors, employees and suppliers of the LCTH Group; and
 - (ii) 5,500,000 new LCTH Shares to the eligible directors and employees of FYI and FYC.
- (e) Save as disclosed below, none of the capital of the Company or any of its subsidiaries is under any option or agreed conditionally or unconditionally to be put under any option: -

FYI has proposed to enter into a put option with eligible Bumiputera institutional investors approved by the MITI in relation to the dividend payout ("Put Option"), on a condition that such eligible Bumiputera institutional investors subscribe for a minimum of 25.00 million LCTH Shares at the Issue/Offer Price.

In the event that LCTH declares and pays a gross dividend which is less than 7.56 sen per LCTH Share in any of the two FYE 2004 and 2005, the eligible Bumiputera institutional investor(s) would have a right under the Put Option to put back the LCTH Shares (subscribed through the initial public offering) to FYI at a price of RM1.08 per LCTH Share plus the shortfall between the gross dividend of 7.56 sen per LCTH Share and the actual dividend declared and paid by LCTH for each year. If the said Bumiputera institutional investor(s) fails to exercise the Put Option within each of the option periods as set out in the agreement, the Put Option shall lapse and shall not be exercisable in respect of the option shares. For the avoidance of doubt, the eligible Bumiputera institutional investor(s) may only exercise the Put Option once.
- (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 subsidiaries have been issued or are proposed to be issued as partly or fully paid-up for cash or otherwise than in cash within the two (2) years preceding the date of this Prospectus.

14. OTHER GENERAL INFORMATION (Cont'd)

14.2 Articles Of Association

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

14.2.1 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 are as follows: -

TRANSFER OF SECURITIES

Article 23

Subject to the restrictions of these Articles, and except where otherwise provided under the Rules and The Central Depositories Act, the Listing Requirements and rules of the Exchange, any Member may transfer all or any of his securities by instrument in writing in the form prescribed and approved by the Exchange, the Act, and/or the Central Depositories Act, as the case may be.

Article 24

Subject to the Central Depositories Act and the Rules, the instrument of transfer of any securities shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the securities until the name of the transferee is entered in the Register in respect thereof.

Article 25

The Company shall provide a book and/or such other form or systems of record or dates recording and storage to be called "Register of Transfers" which shall be kept by the Secretary or such other person authorised by the Directors under the control of the Directors and in which shall be entered the particulars

Article 26

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 27

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.

14. OTHER GENERAL INFORMATION (Cont'd)

Article 28

The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty (30) days in any year. The Company shall give at least twelve (12) clear Market Days or such number of days as may be prescribed by the Exchange of its intention to close the register and such notice shall be published in a daily newspaper circulated in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the register is being closed. In relation to the closure, the Company shall give written notice, in accordance with the Rules, to the Central Depository to prepare the appropriate Record of Depositors.

Article 29

Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of securities apparently made by sufficient parties, although the same may by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally in-operative or insufficient to pass the property in the securities proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee of the particulars of the securities transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such securities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto. Provided always that where the securities is a deposited security, subject to the Rules, a transfer or withdrawal of the securities may be carried out by the person becoming so entitled.

Article 30

There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any securities, such fee, not exceeding RM3.00 as the Directors may from time to time require or prescribe.

Article 31

Subject as hereinbefore provided, the Company shall be entitled to destroy: -

- (a) at any time after the expiration of six (6) years from the date of registration thereof or on which an entry in respect thereof shall have been made (as the case may be), all instruments of transfer of securities or other forms of security of the Company which shall have been registered and all letters of request, renounced allotment letters, renounceable share certificates, forms of acceptance and transfer and applications for allotment in respect of which an entry in the Register of Transfer shall have been made and all records on microfilm or on any other systems of data recording and storage.

14. OTHER GENERAL INFORMATION (Cont'd)

- (b) at any time after the expiration of one (1) year from the date of cancellation thereof, all registered certificates for securities or representing any other form of security of the Company (being certificates for securities in the name of a transferor and in respect whereof the Company has registered a transfer) and mandates and other written directions as to the payment of dividends or interest (being mandates or directions which have been cancelled); and

at any time after the expiration of one year from the date of the recording thereof, all notifications of change of name or address;

and it shall conclusively be presumed in favour of the Company that: -

- (i) every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- (ii) every certificate for shares or representing any other form of security so destroyed was a valid certificate duly and properly cancelled; and
- (iii) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company.

Provided that: -

- (1) the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (2) nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled;
- (3) references herein to the destruction of any documents include references to the disposal thereof in any manner; and
- (4) any document referred to in Article 31(b) and (c) may be destroyed at a date earlier than that authorised by this Article provided that a permanent copy of such document shall have been made which shall not be destroyed before the expiration of the period applicable to the destruction of the original of such document and in respect of which the Directors shall take adequate precautions for guarding against falsification and for facilitating its re-production.

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14. OTHER GENERAL INFORMATION (Cont'd)

TRANSMISSION OF SECURITIES

Article 32

In the case of the death of a Member, the executors or administrators of the deceased, shall be the only persons recognised by the Company as having any title to his interest in the securities.

Article 33

Where (if applicable) -

- (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 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 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") subject to the following conditions: -

- (i) there shall be no change in the ownership of such securities; and
- (ii) the transmission shall be executed by causing such securities to be credited directly into the securities account of such securities holder.

For the avoidance of doubt, where the requirements of subparagraphs (a) and (b) above are fulfilled, the company shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

Article 34

- (1) Any person becoming entitled to such securities 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 and subject as hereinafter provided, elect either to be 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 share by that member before his death or bankruptcy as the case may be. Subject to the Rules, the Act, the Central Depositories Act and the Listing Requirements, a transfer of the securities may be carried out by the person becoming so entitled.
- (2) If any person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Central Depository a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that other person a transfer of the share. All the limitations, restrictions and provisions of the Rules 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 or bankruptcy of the Member had not occurred and the notice of transfer was a transfer signed by the Member.

14. OTHER GENERAL INFORMATION (Cont'd)**Article 35**

A person becoming entitled to a share by reason of the death or bankruptcy of the Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided further always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within thirty (30) days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. 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.

14.2.2 Remuneration of Directors

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

Article 82

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; and
- (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.

14. OTHER GENERAL INFORMATION (Cont'd)

14.2.3 Voting and Borrowing Powers of Directors

The provisions in the Company's Articles of Association in respect of voting 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 94

The Directors may from time to time at their discretion raise or borrow for the purpose of the Company such sums of money as they think proper.

Article 95

The Directors may raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and dispositions in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit.

Article 96

The Directors, shall not borrow any money or mortgage or charge any of the Company or the subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

Article 97

- (1) The Directors may borrow or raise any such money as aforesaid upon or by the issue or sale of any bonds, debentures, debenture stock, or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may think proper. The Company may in general meeting grant a right for the holders of bonds, debentures, debenture stock or securities to exchange the same for shares in the Company or any class authorised to be issued.
- (2) Subject as aforesaid, the Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company, both present and future, and upon any capital remaining unpaid upon the shares of the Company, whether called up or not or by any other security and the Directors may confer upon any mortgagees or persons in whom any debentures, debenture stock or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realisation thereof, or the making, receiving or enforcing of calls upon the members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

14. OTHER GENERAL INFORMATION (Cont'd)

- (3) The Directors may give security for the payment of any moneys payable by the Company in like manner as for the payment of money borrowed or raised, but in such case the amount shall be reckoned as part of the money borrowed.

Article 108

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. 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 111, 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.

Article 119

- (1) A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. Save as by the next following paragraph of this Article otherwise provided, a Director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but this Article shall not apply to: -
- (i) any arrangement for giving to him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company; or
 - (ii) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (2) (a) A Director may hold any other office or place of profit under the Company (other than the office of auditors) 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 subject to the provisions of the Act no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

14. OTHER GENERAL INFORMATION (Cont'd)

- (b) A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the Directors resolve to enter into or make any arrangements with him or on his behalf pursuant to Article 119(1) of these Articles, or whereat the terms of any such appointment or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof.
 - (c) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company.
- (3) A general notice that a Director, alternate Director or Managing Director is a member of or interest in any specified firm or corporation with whom any contract is proposed to be entered into in relation to the affairs of the Company and is to be regarded as interested in all transactions with such firm or corporation shall be a sufficient disclosure under this clause as regards such Director and the said transaction and after such general notice it shall not be necessary for such Director to give any special notice relating to any particular transaction with such firm or corporation.

14.2.4 Changes In Capital and Variation of Class Shares

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

Article 48

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

14. OTHER GENERAL INFORMATION (Cont'd)

Article 49

- (1) Subject to any direction to the contrary that may be given by the Company in general meeting any original shares for the time being unissued and any new shares or other convertible securities from time to time to be created, shall before they are issued, 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. Such 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 such 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, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new or original shares or securities as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner herein before provided.
- (2) Notwithstanding the foregoing and subject to the Act, the Company may apply to any Exchange for waiver of convening an extraordinary general meeting to obtain shareholders approval for further issue of shares (other than bonus or rights issue) where the aggregate issues of which in any one financial year do not exceed ten per centum (10%) of the issued capital and where in accordance with the provisions of Section 132D of the Companies Act, 1965 there is still in effect a resolution approving the issue of shares by the Company.

Article 50

Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company and shall be subject to the same provisions with reference to the payment of the calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

Article 51

The Company may by ordinary resolution: -

- (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 resolution have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of shares so cancelled;

14. OTHER GENERAL INFORMATION (Cont'd)

- (c) Sub-divide shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act) and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred special rights, or be subject to any such restrictions as compared with the others as the Company has power to attached to unissued or new shares.

Article 52

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

Article 53

If at any time the share capital of the Company by reason of the issue of preference shares or otherwise is divided into difference classes of shares the repayment of such preference capital other than redeemable preference or all or any of the rights and privileges attached to each class may subject to the provision of the Act be varied, modified, commuted, dealt with, affected or abrogated with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class but not otherwise. To every such separate general meetings of the Company and to proceedings thereat shall mutatis mutandis apply but so that the necessary quorum shall be two persons at least holding or representing by proxy three-fourths (3/4) of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any two holders of shares of the class present in person or by proxy shall be a quorum). Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid consent in writing may be secured from members holding at least three-fourths (3/4) of the issued shares of the class and such consent if obtained within two months from the date of the separate general meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy.

Article 54

The rights conferred upon the holders of the shares of any class with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith but in no respect in priority thereto.

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14. OTHER GENERAL INFORMATION (Cont'd)

14.3 Directors And Substantial Shareholders

- (a) The names, addresses and occupations of the Directors are set out in Section 1 of this Prospectus.
- (b) A Director is not required to hold any qualification shares unless otherwise so fixed by the Company in general meeting.
- (c) Save as disclosed in Section 6.7 of this Prospectus, none of the existing Directors has any existing or proposed service contract with the Company or any of its subsidiaries.
- (d) Save as disclosed in Section 6.2.4 of this Prospectus, no other remuneration and benefits were paid or intended to be paid to the Directors for their services rendered to LCTH and its subsidiaries in FYE 2003.
- (e) None of the Director, senior executive officer or person nominated to become a Director or senior executive officer 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 subsidiaries within the two (2) years preceding the date of this Prospectus.

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14. OTHER GENERAL INFORMATION (Cont'd)

- (g) Based on the Register of Directors' shareholdings as at 17 September 2004 (being the latest practicable date prior to the issuance of this Prospectus), the Directors' shareholdings in the Company before and after the Public Issue and Offer for Sale are as follows: -

Name	←-Before The Public Issue And The Offer For Sale→				←-After The Public Issue And The Offer For Sale→			
	←-Direct →		←-Indirect →		←-Direct →		←-Indirect →	
	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%
Lui Choon Hay [^]	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Datuk Muhammad Feisol Bin Haji Hassan	-	-	-	-	20,100,000 [#]	3.35	-	-
Hew Lien Lee	4,552,541	1.00	-	-	5,052,541	0.84	-	-
Ching Heng Yang	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Tam Wai [^]	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Ho Nee Kit	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Ong Seng Pheow	-	-	-	-	100,000	0.02	-	-
Mohd Nasir Bin A. Khalid	-	-	-	-	7,100,000 [#]	1.18	-	-

Notes: -

* Deemed interested by virtue of his direct shareholdings of more than 15% in FYH which in turn holds 60% shareholding in FYC, and FYC holds 100% shareholding in FYI pursuant to Section 6A of the Act.

[^] Lui Choon Hay and Tam Wai are brothers-in-law.

[#] Includes MITI's allocation of 7,000,000 LCTH Shares.

[^] Includes MITI's allocation of 20,000,000 LCTH Shares.

The above shareholdings include the pink form allocation to the eligible Directors of the LCTH Group which is set out in Section 3.6 of this Prospectus.

- (h) Based on the Register of Substantial Shareholders' shareholdings as at 17 September 2004 (being the latest practicable date prior to the issuance 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: -

Name	←-Before The Public Issue And The Offer For Sale→				←-After The Public Issue And The Offer For Sale→			
	←-Direct →		←-Indirect →		←-Direct →		←-Indirect →	
	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%	No. Of Shares	%
FYI	432,492,296	95.00	-	-	359,999,990	60.00	-	-
FYC	-	-	432,492,296 [@]	95.00	-	-	359,999,990 [@]	60.00
FYH	-	-	432,492,296 [#]	95.00	-	-	359,999,990 [#]	60.00
Lui Choon Hay [^]	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Ching Heng Yang	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Tam Wai [^]	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00
Ho Nee Kit	-	-	432,492,296*	95.00	500,000	0.08	359,999,990*	60.00

14. OTHER GENERAL INFORMATION (Cont'd)

Notes: -

- @ Deemed interested by virtue of FYC's 100% shareholding in FYI pursuant to Section 6A of the Act.
- # Deemed interested by virtue of FYH's 60% shareholding in FYC, and FYC's 100% shareholding in FYI pursuant to Section 6A of the Act.
- * Deemed interested by virtue of his direct shareholdings of more than 15% in FYH which in turn holds 60% shareholding in FYC, and FYC holds 100% shareholding in FYI pursuant to Section 6A of the Act.
- ^ Lui Choon Hay and Tam Wai are brothers-in-law.

The above shareholdings include the pink form allocation to eligible Directors of the LCTH Group which is set out in Section 3.6 of this Prospectus.

- (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 subsidiaries and which is not quoted on a recognised stock exchange.
- (j) Save as disclosed in Section 8.1.2 of this Prospectus, none of the other Directors or the major 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 subsidiaries was granted to or exercised by any Directors during the last financial year.
- (l) Saved as disclosed in Section 8.1 of this Prospectus, there is no other material transaction between LCTH and the promoters/Directors or their related companies.
- (m) Save as disclosed in the 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 subsidiaries
- (n) Save as disclosed in Section 14.8 of this Prospectus, 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 Company and no Directors or proposed Directors or promoter or expert is entitled to receive any such payment.

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14. OTHER GENERAL INFORMATION (Cont'd)**14.4 General Information**

- (a) The nature of LCTH'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 Sections 5 and 6 of this Prospectus.
- (b) The time of the opening and closing of the Application Lists is set out in Section 3.1 of this Prospectus.
- (c) The amount payable in full on application of the Public Issue Shares and the Offer Shares is RM1.08 per ordinary share.
- (d) As at the date of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities.
- (e) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 15.2 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 in the audited financial statements, 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.
- (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 subsidiaries, 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 subsidiaries.
- (j) The financial conditions and operations of the Company and its subsidiaries 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 subsidiaries in contemplation of the public offering.

14. OTHER GENERAL INFORMATION (Cont'd)

- (l) Save as disclosed in Section 5.5, there is no present intention on the part of the Directors to issue any part of the authorised but unissued share capital of the Company.

14.5 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 subsidiaries within the two (2) years preceding the date of this Prospectus.

LCTH: -

- (a) LCTH and FYI have entered into a conditional share sale agreement dated 19 December 2003 whereby LCTH is to acquire from FYI the entire issued and paid-up share capital of Fu Hao for the total consideration of RM1.00 only which shall be satisfied by the allotment of 5 new ordinary shares of RM0.20 each in LCTH to FYI. The share sale agreement has been completed on 1 June 2004.
- (b) LCTH, FYI, Hew Lien Lee and Chew Yoon Moi have entered into a conditional share sale agreement dated 19 December 2003 whereby LCTH is to acquire from FYI, Hew Lien Lee and Chew Yoon Moi (collectively "Vendors") the entire issued and paid-up share capital of CA for the total consideration of RM93,207,000.00 only which shall be satisfied by the allotment of 455,254,995 new ordinary shares of RM0.20 each in LCTH to the Vendors. The share sale agreement has been completed on 1 June 2004.
- (c) LCTH has entered into the Underwriting Agreement (supplemented by a supplemental agreement dated 1 September 2004). The salient terms of the underwriting agreement (supplemented by a supplemental agreement dated 1 September 2004) can be found in Section 3.10 of this Prospectus.

CA: -

- (a) CA and Fu Yu International Enterprise Limited ("FYIE") had entered into a management service agreement dated 27 May 2003 whereby FYIE is to provide to CA the management services as stated therein for a period of 6 months from 1 June 2003 to 31 December 2003. CA shall pay to FYIE the monthly management fee equivalent to USD\$16,600.00 for its service. This agreement has been terminated by the parties vide their letter dated 1 December 2003.
- (b) CA and Praco Asia Sdn Bhd ("Praco Asia") have entered into a tenancy agreement dated 22 December 2003 whereby Praco Asia is to let to CA a factory at PLO 35, Senai Industrial Estate II, 81400 Senai, Johor Darul Ta'zim for a period of six (6) months commencing from 1 January 2004 to 30 June 2004. The parties have subsequently, vide the letter dated 1 July 2004 extended the said tenancy until 30 September 2004. CA is to pay to First Haven the monthly rental of RM22,596.70.
- (c) First Haven Sdn Bhd is letting to CA the premise known as PLO 168, Senai Industrial Estate III, 81400 Senai, Johor Darul Ta'zim (together with all lights and fittings) for a period of one year commencing from 1 June 2002 to 31 May 2003. The parties have vide the letter dated 11 March 2004 extended the said tenancy up to 31 May 2005 at the monthly rental of RM15,000.00.

14. OTHER GENERAL INFORMATION (Cont'd)

- (d) CA had vide its letter dated 25 March 2004 awarded to Merit Jaya (M) Sdn Bhd the project in relation the construction of a factory complex on the land known as PLO 21 Taman Tecknologi Johor Darul Ta'zim. The agreed fees between the parties for the construction of the said factory complex is RM33,000,000.00. The letter of award will be subjected to the signing of a building contract which will be entered into by the parties upon finalisation of the terms to be contained therein.
- (e) CA and Johor Corporation (a body corporate established under the Johor State Enactment No.4, 1968) have entered into a sale and purchase agreement dated 13 April 2004 (supplemented by the supplemental agreement dated 31 July 2004), whereby CA has agreed to purchase and Johor Corporation has agreed to sell two pieces of land known as PLO 21 and PLO 11 in the Mukim of Senai, District of Senai/Kulai, District of Johor Baharu, State of Johor Darul Ta'zim for the consideration of RM15,957,921. The sale and purchase agreement has been completed in July 2004.
- (f) CA and Nissei Plastic Singapore Pte Ltd ("NPS") have entered into a sales contract dated 7 May 2004 whereby CA is to purchase from NPS two (2) units of plastic injection molding machine model no. FN3000(25A)(NC9300T) and six (6) units of plastic injection molding model no. FN4000(36A)(NC9300T) from NPS for the consideration of JPY 70,700,000.00 (approximately RM2,432,080.00, converted using the exchange rate of JPY100: RM3.44).
- (g) CA and Toshiba Machine S.E. Asia Pte Ltd ("TMSEA") have entered into a sales contract dated 12 May 2004 whereby CA is to purchase from TMSEA three (3) units of injection molding machine model IS280GSW-19A, eight (8) units of injection molding machine model IS350GSW-19A and eight (8) units of injection molding machine model IS450GSW-27A for the consideration of JPY 299,800,000.00 (approximately RM10,313,120.00, converted using the exchange rate of JPY100: RM3.44).
- (h) CA and Transveyor Automation & Engineering Sdn Bhd ("TAESB") have entered into a work contract dated 25 May 2004 whereby TAESB is to install crane beams and supply one (1) single girder overhead traveling crane to CA for the consideration of RM288,333.00.
- (i) CA and HARMO Co (Singapore) Pte Ltd ("HCSPL") have entered into a sales contract dated 27 May 2004 whereby HCSPL is to supply to CA, machineries (as identified in the contract therein) for a total consideration of JPY 39,925,000 (approximately RM1,373,420.00, converted using the exchange rate of JPY100: RM3.44).
- (j) CA and Matsui MFG. (Singapore) Pte Ltd. ("MMFG") have entered into a sales contract dated 28 May 2004 whereby MMFG is to supply to CA machineries (as identified in the contract therein) for a total consideration of SGD\$160,000.00 (approximately RM352,000.00, converted using the exchange rate of SGD1: RM2.20).
- (k) CA and Nagase Singapore (Pte) Ltd ("NSPL") have entered into a sales contract dated 28 May 2004 whereby NSPL is to supply to CA machineries and free of charged spare parts as identified in the contract therein for the consideration of USD\$194,000.00 (approximately RM737,200.00, converted using the exchange rate of USD1: RM3.80).

14. OTHER GENERAL INFORMATION (Cont'd)

- (l) CA has vide the letter dated 31 May 2004 engaged Hup Leck M&E Sdn Bhd to supply and install a fire protection service and smoke ventilation system in the factory (which will be built on PLO 21 Mukim of Senai, District of Senai/Kulai, District of Johor Baharu, State of Johor Darul Ta'zim) for the sum of RM2,555,000.00.
- (m) CA has vide the letter dated 31 May 2004 engaged S L Sun Light Electric Sdn Bhd to supply and install an electrical and telephone infrastructure system in the factory (which will be built on PLO 21 Mukim of Senai, District of Senai/Kulai, District of Johor Baharu, State of Johor Darul Ta'zim) for the sum of RM3,000,000.00.
- (n) CA and TAESB have entered into a work contract dated 7 June 2004 whereby TAESB is to supply and install crane beams to CA for the consideration of RM393,333.00.
- (o) CA and Fujiplates Manufacturing Sdn Bhd ("Fujiplates") had entered into an agreement dated 28 June 2004 whereby Fujiplates is to let to CA the parcel measuring approximately 46,483 square feet in area forming part of the piece of land held under Geran No. 39259 Lot 2592 Block C, Mukim of Senai-Kulai, District of Johor Bahru, Johor Darul Ta'zim together with a detached factory erected thereon for a period of one year commencing from 1 July 2004 to 30 June 2005. The monthly rental to be paid is RM45,000.00.
- (p) Fujiplates is letting to CA the parcel measuring approximately 111,641 square feet in area forming part of the piece of land held under Geran No. 39259, Lot 2592 Block A and B, Mukim of Senai, district of Johor Bahru together with a detached factory. The parties have vide the letter dated 28 June 2004, extended the duration of the said tenancy up to 30 June 2005 at the monthly rental of RM105,000.00.
- (q) CA has vide the letter dated 5 August 2004 engaged Pathfinder M&E Sdn Bhd to supply and install a water process system in the factory (which will be built on PLO 21 District of Senai/Kulai, District of Johor Bahru, State of Johor Darul Ta'zim) for the sum of RM1,342,600.00.
- (r) CA and Hup Leck M&E Sdn Bhd had vide the letter dated 26 August 2004 agreed for Hup Leck M&E Sdn Bhd to supply and install a fire protection pressurized hydrant system in the factory (which will be built on PLO 21 Mukim of Senai, District of Senai/Kulai, District of Johor Bahru, State of Johor Darul Ta'zim) for the sum of RM250,000.00.
- (s) CA and TAESB have entered into a work contract dated 15 September 2004 whereby TAESB is to supply and install crane beams to CA for the consideration of RM368,800.00.
- (t) CA and TAESB have entered into a work contract dated 15 September 2004 whereby TAESB is to install crane beams and supply three (3) single girder overhead traveling crane to CA for the consideration of RM269,888.00.

14. OTHER GENERAL INFORMATION (Cont'd)

Fu Hao: -

- (a) Fu Hao and Flextronics Technology (Malaysia) Sdn Bhd, Penang ("Flextronics") have entered into a non-disclosure agreement wherein both parties agree that they shall use such proprietary information disclosed by one party to the other party under the agreement only for a project known as the "Saturn Malibu Project". The party receiving such proprietary information shall not disclose the same to anyone other than its employees who have a need to know in connection with their employment. Such obligation shall extend for a period of three (3) years from the date on which such proprietary information is disclosed. The agreement took effect from 2 July 2003 and shall terminate three (3) years thereafter.
- (b) Fu Hao and Flextronics have entered into a non-disclosure agreement wherein both parties agree that they shall use such proprietary information disclosed by one party to the other party under the agreement only to pursue or evaluate a business relationship between themselves. The party receiving such proprietary information shall not disclose the same to anyone other than its employees who have a need to know in connection with their employment. Such obligation shall extend for a period of three (3) years from the date on which such proprietary information is disclosed. The agreement took effect from 15 July 2003 and shall terminate three (3) years thereafter.
- (c) Fu Hao and Inventec Electronics (M) Sdn Bhd ("Inventec") have entered into an agreement dated 22 August 2003 whereby Fu Hao has agreed to subject itself to Inventec's rules and regulations when manufacturing parts for Inventec. The rules and regulations set by Inventec are inter alia that Fu Hao is not to use recycled ingredient or undesignated ingredient, or sub-contract the works to be done for Inventec and not to repair the moulds leased by Inventec without Inventec's authorisation.
- (d) Fu Hao and Inventec have entered into an agreement dated 22 August 2003 to establish the rules and regulations for Cisco's tooling modification. The agreement sets out the rules and regulations in respect of Fu Hao carrying out any modification to Inventec's moulds and the penalties for any breach of the regulations.
- (e) Fu Hao and Motorola Technology have entered into an undated agreement whereby Fu Hao has agreed to deliver certain designated products i.e. housing battery, cover battery, spacer cell, spacer battery, top escutcheon and light pipe ("Goods") to the hub at Plot 80(B) Bayan Lepas Industrial Zone Phase 4, MK 12, Lintang Bayan Lepas 6, 11900 Penang, instead of directly to Motorola Technology's manufacturing facility in Penang. All purchase orders from Motorola Technology for the Goods will be subjected to this agreement.

14.6 Material Litigation

As at 17 September 2004 (being the latest practicable date of which such matter could be determined prior to the issuance of this Prospectus), the Company and its subsidiaries are not engaged in any litigation, either as plaintiff or defendant, which has a material effect on the financial position of the Group and the Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and/or adversely affect the position or business of the Group.

14. OTHER GENERAL INFORMATION (Cont'd)**14.7 Material Agreements**

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

(a) Details of the material insurance policies of CA are as follows: -

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
1.	Overseas Assurance Corporation (Malaysia) Berhad	FIR-F0083404-ML	Fire 1 January 2004 to 31 December 2004	49,716,461.00	1. Permanent fixtures and fittings including extensions and improvements of every description; 2. Office equipment, furniture, fixtures and fittings of every description; 3. Plant and machinery, tools and equipments, the property of the insured or held by them in trust, control or custody; and 4. Stock-In-Trade of raw materials, semi-finished and description, the property of the insured or held by them in trust, control or custody; at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
2.	Overseas Assurance Corporation (Malaysia) Berhad	FCL-F0083422-ML	Fire - Consequential Loss 1 January 2004 to 31 December 2004	108,104,500.00	1. Gross profit (difference basis) Specified working expenses: - (a) Purchases (less discounts received) (b) Discounts allowed (c) Packaging Material (d) Factory Overhead (e) Bad debts written off; 2 Auditors' Fees. <u>At Locations: -</u> (a) Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim; and (b) No. 51, Jalan Keranji Yap Tau Sah Industrial Area, 86000 Kluang, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
3.	Overseas Assurance Corporation (Malaysia) Berhad	LPL-L0009233-ML	Public Liability 1 January 2004 to 31 December 2004	1,000,000.00	<p>1. In respect of any one accident (the expression "accident" meaning any one accident or series of accidents arising out of one event irrespective of the number of claims that may arise therefrom) – RM1,000,000</p> <p>2. In respect of any one period of insurance – Unlimited.</p> <p>For the Premises at: -</p> <p>(a) Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian II, 81400 Senai, Johor Darul Ta'zim;</p> <p>(b) PLO 168, Senai Industrial Estate III, 81400 Senai, Johor Darul Ta'zim;</p> <p>(c) PLO 35, Senai Industrial Estate II, 81400 Senai, Johor Darul Ta'zim;</p> <p>(d) No. 51, Jalan Keranji, Yap Tau Sah Industrial Area, 86000 Kluang, Johor Darul Ta'zim; and</p> <p>(e) No. 11A, Jalan Kilang, Yap Tau Sah Industrial Area, 86000 Kluang, Johor Darul Ta'zim.</p>
4.	Overseas Assurance Corporation (Malaysia) Berhad	FIR-F0073843-ML	Fire 1 January 2004 to 31 December 2004	600,000.00	Stock in trade of raw materials, semi-finished and finished goods of every description, the property of the insured or held by them in trust, control of custody at PLO 168, Senai Industrial Estate II, 81400 Senai, Johor Darul Ta'zim.
5.	Overseas Assurance Corporation (Malaysia) Berhad	FIR-F0083436-ML	Fire 1 January 2004 to 31 December 2004	700,000.00	Stock in trade of raw materials, semi-finished and finished goods of every description, the property of the insured or held by them on trust, control or custody on which they are responsible at PLO 35, Senai Industrial Estate II, 81400 Senai, Johor Darul Ta'zim.
6.	Overseas Assurance Corporation (Malaysia) Berhad	FIR-F0083419-ML	Fire 1 January 2004 to 31 December 2004	14,086,502.00	1. Permanent fixtures and fittings including extensions and improvements of every description;

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
					<p>2. Office equipment, furniture, fixtures and fittings of every description;</p> <p>3. Plant and machinery, tools and equipment, the property of the insured or held by them in trust, control or custody;</p> <p>4. Stock-In-Trade of raw materials, semi-finished and description, the property of the insured or held by them in trust, control or custody;</p> <p>at No. 51, Jalan Keranji, Yap Tau Sah Industrial Area, 86000 Kluang, Johor Darul Ta'zim.</p>
7.	Overseas Assurance Corporation (Malaysia) Berhad	CBU-C0022319-ML	Burglary 1 January 2004 to 31 December 2004	250,000.00	<p>On all tangible property contained in the following premises: -</p> <p>(a) Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian II 81400 Senai, Johor Darul Ta'zim;</p> <p>(b) PLO 168, Senai Industrial Estate III 81400 Senai, Johor Darul Ta'zim;</p> <p>(c) PLO 35, Senai Industrial Estate II 81400 Senai, Johor Darul Ta'zim;</p> <p>(d) No. 51, Jalan Keranji, Yap Tau Sah Industrial Area 86000 Kluang, Johor Darul Ta'zim; and</p> <p>(e) No. 11A, Jalan Kilang, Yap Tau Sah Industrial Area, 86000 Kluang, Johor Darul Ta'zim.</p>
8.	Overseas Assurance Corporation (Malaysia) Berhad	CEQ-C0019017-ML	Equipment Insurance 1 January 2004 to 31 December 2004	505,636.00	<p>On Forklifts and Reach Trucks situated at: -</p> <p>(a) Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian II 81400 Senai, Johor Darul Ta'zim; and</p> <p>(b) No. 51, Jalan Keranji, Yap Tau Sah Industrial Area 86000 Kluang, Johor Darul Ta'zim.</p>

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
9.	Overseas Assurance Corporation (Malaysia) Berhad	HHG-H0003277-ML	Group Hospitalisation & Surgical 10 December 2003 to 31 December 2004	As per the plan in the Schedule of Benefits: - Plan A – up to 38,730.00 Plan B – up to 32,630.00 Plan C – up to 23,030.00 Plan D – up to 17,230.00 Plan E – up to 12,925.00	82 employees of CA at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian II, 81400 Senai, Johor Darul Ta'zim and 20 employees of CA at No. 51, Jalan Keranji, Yap Tau Sah Industrial Area 86000 Kluang, Johor Darul Ta'zim.
10.	Overseas Assurance Corporation (Malaysia) Berhad	PAG-P0088513-ML	Group Personal Accident 10 December 2003 to 31 December 2004	15,250,000.00	82 employees of CA at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian II, 81400 Senai, Johor Darul Ta'zim and 20 employees of CA at No. 51, Jalan Keranji, Yap Tau Sah Industrial Area 86000 Kluang Johor Darul Ta'zim.
11.	Malaysian Assurance Alliance Berhad	H304HC000460	Foreign Workers Compensation 6 August 2004 to 5 August 2005	Accidental Death: (during working hours) – RM7,000.00, (off-work hours) – RM23,000.00 Permanent Disablement: - (during working hours) – RM7,000.00 (off-work hours) – RM23,000.00 Repatriation Expenses – RM4,800.00 Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	193 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
12.	Malaysian Assurance Alliance Berhad	H304HC000465	Foreign Workers Compensation 19 August 2004 to 18 August 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	14 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
13.	Malaysian Assurance Alliance Berhad	H304HC000464	Foreign Workers Compensation 11 August 2004 to 10 August 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	21 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
14.	Malaysian Assurance Alliance Berhad	H304HC000462	Foreign Workers Compensation 22 August 2004 to 21 August 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00	20 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
				Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	
15.	Malaysian Assurance Alliance Berhad	H304HC000525	Foreign Workers Compensation 28 October 2004 to 27 October 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	14 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
16.	Malaysian Assurance Alliance Berhad	H304HC000523	Foreign Workers Compensation 3 October 2004 to 2 October 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00	19 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
				Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	
17.	Malaysian Assurance Alliance Berhad	H304HC000485	Foreign Workers Compensation 18 September 2004 to 17 September 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	8 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
18.	Malaysian Assurance Alliance Berhad	H304HC000483	Foreign Workers Compensation 9 September 2004 to 8 September 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00	14 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
				Repatriation Expenses – RM4,800.00	
				Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	
19.	Malaysian Assurance Alliance Berhad	H304HC000482	Foreign Workers Compensation 2 September 2004 to 1 September 2005	Accidental Death: - (during working hours) – RM7,000.00, (off-work hours) – RM23,000.00	35 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
				Permanent Disablement: - (during working hours) – RM7,000.00 (off-work hours) – RM23,000.00	
				Repatriation Expenses – RM4,800.00	
				Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	
20.	Malaysian Assurance Alliance Berhad	H304HC000466	Foreign Workers Compensation 28 August 2004 to 27 August 2005	Accidental Death: - (during working hours) – RM7,000.00, (off-work hours) – RM23,000.00	16 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
				Permanent Disablement: - (during working hours) – RM7,000.00 (off-work hours) – RM23,000.00	
				Repatriation Expenses – RM4,800.00	

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
				Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	
21.	Malaysian Assurance Alliance Berhad	H304HC000484	Foreign Workers Compensation 15 September 2004 to 14 September 2005	Accidental Death: - (during working hours) – RM7,000.00, (off-work hours) – RM23,000.00 Permanent Disablement: - (during working hours) – RM7,000.00 (off-work hours) – RM23,000.00 Repatriation Expenses – RM4,800.00 Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	8 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
22.	Malaysian Assurance Alliance Berhad	H304HC000524	Foreign Workers Compensation 23 October 2004 to 22 October 2005	Accidental Death: - (during working hours) – RM7,000.00, (off-work hours) – RM23,000.00 Permanent Disablement: - (during working hours) – RM7,000.00 (off-work hours) – RM23,000.00 Repatriation Expenses – RM4,800.00 Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	8 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
23.	Malaysian Assurance Alliance Berhad	H304HC000526	Foreign Workers Compensation 27 November 2004 to 26 November 2005	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	29 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
24.	Malaysian Assurance Alliance Berhad	H304HC000003	Foreign Workers Compensation 3 December 2003 to 2 December 2004	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	11 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
25.	Malaysian Assurance Alliance Berhad	H303HC000701	Foreign Workers Compensation 12 December 2003 to 11 December 2004	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	10 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
26.	Malaysian Assurance Alliance Berhad	H304HC000029	Foreign Workers Compensation 23 December 2003 to 22 December 2004	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	15 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
27.	Malaysian Assurance Alliance Berhad	H304HB000028	Foreign Workers Compensation 20 December 2003 to 19 December 2004	Accidental Death: - (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00	42 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
				Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	
28.	Malaysian Assurance Alliance Berhad	H304HB000463	Foreign Workers Compensation 1 September 2004 to 31 August 2005	Accidental Death: (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00 Repatriation Expenses - RM4,800.00 Temporary Disablement and Medical Expenses - as per the Workmen's Compensation Act 1952	20 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
29.	Malaysian Assurance Alliance Berhad	H304HB000467	Foreign Workers Compensation 24 August 2004 to 23 August 2005	Accidental Death: (during working hours) - RM7,000.00, (off-work hours) - RM23,000.00 Permanent Disablement: - (during working hours) - RM7,000.00 (off-work hours) - RM23,000.00	15 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.

14. OTHER GENERAL INFORMATION (Cont'd)

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
				Repatriation Expenses – RM4,800.00	
				Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	
30.	Malaysian Assurance Alliance Berhad	H304HC000459	Foreign Workers Compensation 2 August 2004 to 1 August 2005	Accidental Death: - (during working hours) – RM7,000.00, (off-work hours) – RM23,000.00	19 foreign workers at Lot 2592, Jalan Perindustrian III, Kawasan Perindustrian Senai II, 81400 Senai, Johor Darul Ta'zim.
				Permanent Disablement: - (during working hours) – RM7,000.00 (off-work hours) – RM23,000.00	
				Repatriation Expenses – RM4,800.00	
				Temporary Disablement and Medical Expenses – as per the Workmen's Compensation Act 1952	
31.	Overseas Assurance Corporation (Malaysia) Berhad	LPR-L0011175-ML	Products Liability 8 January 2004 to 31 December 2004	500,000	Damages arising out of any claim in respect of accidental injury to persons or accidental damage to tangible property worldwide (excluding USA and Canada) arising out of products supplied by CA in the normal course of its business.
32.	Overseas Assurance Corporation (Malaysia) Berhad	Cover Note No.: N 16693 06	Fire 15 September 2004 to 31 December 2004	26,700,000.00	1. On building including permanent fixtures and fittings and improvements of any description. 2. On plant and machinery, tools and equipments of the insured or held by them on trust, control or custody on which the insured is responsible.

14. OTHER GENERAL INFORMATION (Cont'd)

(b) Details of the material insurance policies of Fu Hao are as follows: -

No.	Insurance Company	Policy Number	Policy Type/Period Of Insurance	Insured Amount (RM)	Nature Of Assets Insured
1.	AmAssurance Berhad	CFE-F0047284-40	Fire 1 January 2004 to 31 December 2004	12,300,000.00	<p>1. On all buildings, outbuildings, gates fences, guardhouse, permanent fixtures & fittings including electrical installation and office equipment and furniture;</p> <p>2. Plant and Machinery and all electrical systems; and</p> <p>3. Stock-In-Trade including raw materials, work in progress, finished goods, packing material and the like pertaining to the insured's trade.</p> <p>at Plot 562, Mukim 1, Jalan Perusahaan Baru 1, Perai III, Perai Industrial estate 13600 Perai, Penang.</p>
2.	AmAssurance Berhad	CXB-X0021803-40	Burglary 1 January 2004 to 31 December 2004	300,000.00	Stock-In-Trade including raw materials, work in progress, finished products, packing materials and the like pertaining to the Insured's trade at Plot 562, Mukim 1, Jalan Perusahaan Baru 1, Perai III, Perai Industrial estate 13600 Perai, Penang.
3.	AmAssurance Berhad	CLL-L0009768-40	Public Liability 1 January 2004 to 31 December 2004	500,000.00	Accident arising out of the occupation of the Insured's premise and in connection with the Insured's business at Plot 562, Mukim 1, Jalan Perusahaan Baru 1, Perai III, Perai Industrial Estate, 13600 Perai, Penang.
4.	AmAssurance Berhad	CXR-X0035667-40	All Risk Policy 12 December 2003 to 11 December 2004	500,000.00	Moulds, equipment, tools and utensils situated at Plot 562, Mukim 1, Jalan Perusahaan Baru 1, Perai III, Perai Industrial Estate, 13600 Perai, Penang.

14. OTHER GENERAL INFORMATION (Cont'd)

14.8 Expenses And Commission

- (i) Underwriting commission is payable to the Managing Underwriter and Underwriters at the rate of 2.00% of the issue price of RM1.08 per Underwritten Share, which form the subject of this Prospectus.
- (ii) Brokerage will be paid by the Company at the rate of 1.00% of the issue price of RM1.08 per Public Issue Share to the parties in the circumstances specified in Section 3.9 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 Bursa Securities amounting to approximately RM4.2 million will be borne by the Company.
- (iv) Placement fees shall be payable by the Company to the Placement Agent at the rate between 1.00% to 2.00% of the Issue/Offer Price of RM1.08 per LCTH Share. In addition, 0.50% of the Issue/Offer Price of RM1.08 per LCTH Share shall be payable by the Company to the Placement Agent as administration fee on the total LCTH Shares to be placed with a stakeholder.

14.9 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.

14.10 Consents

- (i) The written consents of the Adviser, Managing Underwriter and Placement Agent, Underwriters, Auditors and Reporting Accountants, Principal Bankers, Issuing House, Solicitors for the listing, Independent Market Research Consultant and Registrars 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 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.

14. OTHER GENERAL INFORMATION (Cont'd)

14.11 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 subsidiaries;
- (ii) Accountants' Report and Directors' Report as included in Sections 11 and 13 of this Prospectus;
- (iii) The Reporting Accountants' Letters relating to the Consolidated Profit Forecast for the FYE 2004 and the Proforma Consolidated Balance Sheet as at 31 March 2004 as included in Sections 10.7 and 10.11 of this Prospectus;
- (iv) Full report and summary of the Independent Market Research Report prepared by Vital Factor Consulting Sdn Bhd referred to in Section 12 of this Prospectus;
- (v) The audited financial statements of CA and Fu Hao for the past five (5) years ended 31 December 2003 and period ended 31 March 2004;
- (vi) The audited financial statements of LCTH for the period ended 31 March 2004;
- (vii) The letters of consent referred to under Section 14.10 above;
- (viii) Declaration of the Advisers referred to in Section 8.2 above;
- (ix) The material contracts referred to in Section 14.5 above;
- (x) The material agreements referred to in Section 14.7 above; and

14.12 Responsibility Statement

- (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 and the Offer For Sale of LCTH, and is satisfied that the consolidated profit forecast for the FYE 31 December 2004 (for which the Directors are solely responsible) prepared for inclusion in this Prospectus have been stated by the Directors after due and careful enquiry and have been reviewed by the Reporting Accountants.
- (ii) This Prospectus has been seen and approved by the Directors, promoter of LCTH and the Offerors and they individually and collectively 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 statements or other facts the omission of which would make any statement in this Prospectus false or misleading.