

## 15. ADDITIONAL INFORMATION

### 15.1 Share Capital

- (a) 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.
- (b) There are no founder, management or deferred shares in the Company. There is only one class of shares in the Company namely the ordinary shares of RM0.50 each, all of which rank pari passu with one another.
- (c) Save as disclosed in sections 3.5, 5.3 and 5.4 of this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its Subsidiary Companies have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise than in cash and consideration, within the two (2) years preceding from the date thereof.
- (d) Save for the Issue Shares reserved and ESOS Options for the Eligible Employees and Directors of the Group as disclosed in sections 3.5, 5.3 and 5.4 of this Prospectus, no person or Director or employee of the Group has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its Subsidiary Companies.
- (e) Save for the Issue Shares reserved and ESOS for the Eligible Employees and Directors of the Group as disclosed in sections 3.5, 5.3 and 5.4 of this Prospectus, there is currently no other scheme for or involving the Directors or employees of the Company or its Subsidiary Companies.
- (f) As at the date of this Prospectus, the Group does not have any outstanding convertible debt securities, options, warrants or uncalled capital.
- (g) There are no restrictions on the transfer of the ordinary share of the Company, except as otherwise required by the law.

### 15.2 Articles Of Association

The following provisions have been extracted from the Company's Articles of Association.

The words and expressions appearing in the following provisions shall bear the same meanings used in the Company's Articles of Association.

#### (a) Transfer of Securities and Transmission of Shares

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

##### Transfer of securities

30. Subject to the restriction imposed by these Articles, Listing Requirements, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the transfer of any listed security or class of listed security of the Company, shall be by way of book entry by Bursa Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of listed securities.

## 15. ADDITIONAL INFORMATION (Cont'd)

### Execution of instrument of transfer etc.

31. Every instrument of transfer shall be in writing and in the prescribed form as approved under the Rules and shall be presented to Bursa Depository with such evidence (if any) as Bursa Depository may require, from time to time to prove that the title of the intending transferor and the intended transferee is a qualified person from time to time.

### No restriction on transfer

32. (a) The Directors may in their absolute discretion decline to register any transfer of shares where the registration of the transfer would result in a contravention of or failure to observe the provisions of any laws in Malaysia or the transfer is in respect of a partly paid share in respect of which a call has been made and is unpaid.

(b) In the case of deposited security, Bursa Depository may refuse to register any transfer of deposited security that does not comply with the Central Depositories Act and Rules.

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

33. Subject to the provisions of the Act, Central Depositories Act, Rules and Listing Requirement, there shall be no restriction on the transfer of fully paid securities except where required by law or the transfer is in respect of a partly paid share in respect of which a call has been made and is unpaid.

### Closing of transfer books and registers

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

**15. ADDITIONAL INFORMATION (Cont'd)**

*Fee for registration*

35. 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 shares, such fee, not exceeding Ringgit Malaysia Three (RM3.00) or such sum as may be fixed from time to time by Bursa Securities.

*Renunciation of shares may be recognised*

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

*On death of Member*

37. Subject to the provisions of the Act, the Central Depositories Act and Rules, in case of the death of a Member the legal personal representatives of the deceased, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any shares which had been held by him.

*Shares of deceased or bankrupt Member*

38. Any person becoming entitled to a share 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 Bursa Depository and subject to the Rules and as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but Bursa Depository shall in either case in accordance with the provisions of written law, 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. Provided always that where the share is a Deposited Security, subject to the provisions of any written law, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.

*Evidence of representative*

39. (1) Subject to the provisions of the Act, the Central Depositories Act and Rules, where the registered holder of any share dies or becomes bankrupt, his personal representatives or the assignees of his estate as the case may be, shall, upon the production of such evidence as may from time to time be properly required by Bursa Depository in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt.

(2) The Company shall be entitled to charge a fee not exceeding Ringgit Malaysia Three (RM3.00) or such sum as may from time to time be prescribed by Bursa Securities on the registration of every probate, letter of administration, certificate of death or marriage, power of attorney or other instrument.

*Transmission of securities from foreign register*

40. (1). Where –

(a) the securities of the Company are listed on an Approved Market Place; and



## 15. ADDITIONAL INFORMATION (Cont'd)

(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") provided that there shall be no change in the ownership of such securities.

(2). For the avoidance of doubt, no transmission of securities from the Malaysian Register into the Foreign Register shall be allowed by the Company despite the fulfillment of Articles 40(1)(a) and (b).

### (b) Remuneration of Directors

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

#### Remuneration of Directors

102. (a) The remuneration of the Directors shall from time to time be determined by the Company in General Meeting subject to Articles 102(b) and (c) and Article 103. That remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

(b) Fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover.

(c) Salaries payable to executive Directors may not include a commission on or percentage of turnover.

#### Increase in Directors' remuneration

103. 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.

#### Remuneration for extra services

104. If any Director being willing and having been called upon to do so by the other Directors shall render or perform special or extraordinary services or travel or reside abroad for any business or purposes on behalf of the Company, he shall be entitled to receive such sum as the Directors may think fit for expenses and also such remuneration as the Directors may think fit, either as a fixed sum or as percentage of profits or otherwise but not a commission on or percentage of turnover and such remuneration may, as the Directors shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses of the Company.

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**15. ADDITIONAL INFORMATION (Cont'd)**

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*Remuneration of Managing Director*

141. A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary or participation in profits, or partly in one way and partly in another) as the Directors may determine.

**(c) Voting and Borrowing Powers of Directors**

The provisions in the Articles of Association of the Company dealing with voting powers of Directors in relation to 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:

*Power of Director to borrow and issue debenture*

108. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge any of the Company's or the subsidiaries' undertaking, property and uncalled capital as the case may be, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or a related third party.

*Disclosure of Directors' interest*

122. 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 at a meeting of the Directors in accordance with Section 131 of the Act.

123. Subject to the provisions of the Act, no Director shall be disqualified from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or 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 but the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

*Interest of Director in other Companies*

124. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interests in such other company unless the Company otherwise direct.

**15. ADDITIONAL INFORMATION (Cont'd)**

125. A Director may hold any other office or place of profit under the Company (other than the office of auditor) 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 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 thereby established.

*Contracts or arrangements which the Directors can vote*

126. A Director shall not vote in respect of any contract or arrangement in which he is directly or indirectly interested, and if he shall do so his vote shall not be counted, nor, shall he be counted in the quorum present at any Meeting, but subject to the provisions of the Act and the Listing Requirements neither of these prohibitions shall apply to:-

(i) any arrangement for giving the Director any security or indemnity in respect of money lent by him to 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 the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or

(iii) any contract by a Director to subscribe for or underwrite shares or debentures of the Company; and

(iv) any contract or arrangement with any other company in which he is interested only as an officer of the company and has no shareholding in the company.

Provided that these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the waiver of Bursa Securities.

*General notice of interest in contracts*

127. A general notice may be given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may after the date of the notice, be made with that company or firm and such notice shall be deemed a sufficient declaration of interest in regard to any contract so made if it specifies the nature and extent of his interest in the specified company or firm and his interest is not different in nature or greater in extent than the nature and extent so specified in the general notice at the time any contract is made but no such notice shall be of any effect unless either it is given at a meeting of the Directors or the Director takes reasonable steps to ensure that it is brought up and read at the next meeting of the Directors after it is given.

**15. ADDITIONAL INFORMATION (Cont'd)***Relaxation of restriction voting*

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

*Power of Managing Director*

142. In addition to the powers conferred on the Managing Director pursuant to these Articles, the Director may in their absolute discretion confer upon the Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, all or any of those powers so conferred upon him in any manner that he thinks fit. A Managing Director shall be subject to the control of the Board of Directors.

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

The provisions in the Articles of Association of the Company as to changes in capital and variation of class rights which are not less stringent than those provided in the Act are as follows:-

*Shares to be under control of Directors*

8. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, but subject to the Act and to these Articles, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Directors, subject to any ordinary resolution of the Company, determine. No shares shall be issued at a discount except in compliance with the provisions of the Act.

Provided that:

(a) The Company shall not issue any shares which will have the effect of giving a controlling interest to any person, company or syndicate without prior approval of shareholders in General Meeting.

(b) Every issue of shares or options to employees and/or Directors shall be approved by shareholders in a General Meeting and such approval shall specifically detail the amount of shares or options to be issued to each Director. Directors whether in executive or non-executive capacities may participate in such an issue of shares. Subject to compliance with all applicable laws, regulations, guidelines and directives (in respect of such regulations, guidelines and directives, whether or not having the force of law), Directors whether in executive or non-executive capacities may also subscribe for shares issued or offered pursuant to a public issue or public offer.

(c) The rights attaching to shares of a class other than ordinary shares be expressed in the resolution creating the same.



## 15. ADDITIONAL INFORMATION (Cont'd)

(d) Subject to the Act, the provisions of these Articles and the requirements of Bursa Securities, the Company shall have power to issue preference shares on such terms and conditions and carrying such rights or restrictions provided that the total nominal value of the issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time. The Company shall not, unless with the consent of existing preference shareholders at a class meeting, issue preference shares ranking in priority to the preference shares already issued but may issue preference shares ranking equally therewith.

### Preference shares

9. (a) Preference shareholders shall have the same rights as ordinary shareholders as regards notices, reports and audited accounts, and attending General Meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened:-

(i) for the purpose of reducing the Company's share capital, or winding up the Company, or sanctioning a sale of the whole of the Company's property, business and undertaking, or

(ii) where the proposition to be submitted to the meeting directly affects their rights and privileges attached to the share, or

(iii) when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months, or

(iv) during the winding up of the Company.

(b) The holders of a preference share must be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up.

(c) The repayment of preference capital other than redeemable preference capital, 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, consent in writing, if obtained from the holders of three-fourths of the preference shares concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

### Modification of rights of different classes of shares

10. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these Articles relating to the General Meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply.

## 15.3 Directors And Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the Corporate Information section of this Prospectus.



## 15. ADDITIONAL INFORMATION (Cont'd)

- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so decided by the Company in general meeting.
- (iii) Save as disclosed in section 8.1 of this Prospectus, there are no known existing and potential related party transactions and conflicts of interest in relation to BPP Holding Group and its related parties that involve Directors, Substantial Shareholders and key management personnel of BPP Holding Group and Promoters.
- (iv) None of the Directors and key management of the Company have any current or proposed service contracts with the Company or its Subsidiary Companies.
- (v) None of the Directors or Substantial Shareholders of the Company has any interest, direct or indirect, in any business carrying on a similar trade as the Company or its Subsidiary Companies that are not quoted on a recognised exchange.
- (vi) Save as disclosed in section 8.1.1 of this Prospectus, none of the Directors nor Substantial Shareholders of the Company has any interest, direct or indirect, in the promotion of, or in any material assets acquired or proposed to be acquired or assets disposed of or proposed to be disposed of or leased to or proposed to be leased to the Company or its Subsidiary Companies within the two (2) years preceding the date of this Prospectus.
- (vii) None of the Directors or Substantial Shareholders of the Company has any interest in any contract or agreement subsisting at the date of this Prospectus that is significant in relation to the business of the Company or the Group taken as a whole.
- (viii) Save as disclosed in section 4.1(b) of this Prospectus, the Directors are not aware of any persons, directly or indirectly, jointly or severally, exercising control over the Company and its Subsidiary Companies.
- (ix) None of the Director, key management or person nominated to become a Director is or was involved in the following events:-
  - (a) a petition under any bankruptcy or insolvency laws was filed (and not struck out) against such person or any partnership in which he was or is a partner or any corporation of which he was or is a Director or key personnel;
  - (b) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
  - (c) being the subject of any order, judgment or ruling of any court, tribunal or government body of competent jurisdiction 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.

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## 15. ADDITIONAL INFORMATION (Cont'd)

- (x) The Directors' direct or indirect interests in the issued and paid-up share capital of the Company before and after the Public Issue and Offer For Sale and assuming full exercise of ESOS Options are as follows:-

| Name           | No. of BPP Holding Shares Held Before Public Issue and OFS |       | No. of BPP Holding Shares Held After Public Issue and OFS |       | No. of BPP Holding Shares Held After Public Issue, OFS And Full Exercise of ESOS Options |      |
|----------------|--|-------|---|-------|--|------|
|                | Direct   | %     | Direct  | %     | Direct   | %    |
| Lim Chun Yow   | 19,000,002   | 16.97 | 54,000,000*   | 48.21 | 7,980,002**  | 6.14 |
| Tan See Khim   | 18,999,999   | 16.96 | 54,000,000*   | 48.21 | 7,979,999**  | 6.13 |
| Hey Shiow Hoe  | 18,999,999   | 16.96 | 54,000,000*   | 48.21 | 7,979,999**  | 6.13 |
| Boo Chin Liong | -  | -     | -   | -     | 118,000**  | 0.09 |
| Koh Chin Koon  | -  | -     | -   | -     | 118,000**  | 0.09 |

Notes:

\* Deemed interest by virtue of his shareholding of more than 15% in LG Capital pursuant to Section 6A of the Act.

# Assuming full subscription of his entitlement for the pink form allocation pursuant to the Public Issue.

^ Less than 0.01 %.

\*\* Assuming full exercise of the initial grant of up to 10,000,000 ESOS Options to the Eligible Employees and Directors of the Company.

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**15. ADDITIONAL INFORMATION (Cont'd)**

(xi)

The direct and indirect interests of the Substantial Shareholders (with 5% or more shareholdings) in the issued and paid-up share capital of the Company before and after the Public Issue and Offer For Sale and assuming full exercise of ESOS Options are as follows:-

| Name          | No. of BPP Holding Shares Held Before Public Issue and OFS |       | No. of BPP Holding Shares Held After Public Issue and OFS |       | No. of BPP Holding Shares Held After Public Issue, OFS And Full Exercise of ESOS Options |       |
|---------------|--|-------|---|-------|--|-------|
|               | Direct   | %     | Direct  | %     | Direct   | %     |
| LG Capital    | 54,000,000   | 48.21 | -   | -     | 54,000,000   | 41.54 |
| Lim Chun Yow  | 19,000,002   | 16.97 | 54,000,000*   | 48.21 | 7,980,002^   | 6.14  |
| Tan See Khim  | 18,999,999   | 16.96 | 54,000,000*   | 48.21 | 7,979,999^   | 6.13  |
| Hey Shiow Hoe | 18,999,999   | 16.96 | 54,000,000*   | 48.21 | 7,979,999^   | 6.13  |
|               |  |       |   |       | 54,000,000*  | 41.54 |

Notes:

\* Deemed interest by virtue of his shareholding of more than 15% in LG Capital pursuant to Section 6A of the Act.

^ Assuming full exercise of the initial grant of up to 10,000,000 ESOS Options to the Eligible Employees and Directors of the Company.

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## 15. ADDITIONAL INFORMATION *(Cont'd)*

### 15.4 General Information

- (a) The nature of the Group's business is set out in section 5 of this Prospectus. The names of all corporations which are deemed related to the Company by virtue of Section 6 of the Act and their respective principal activities are set out under section 5 of this Prospectus.
- (b) The date and time of the opening and closing of the Application is set out in section 18 of this Prospectus.
- (c) The amount payable in full on application of the Public Issue and Offer For Sale is RM1.20 per BPP Holding Share.
- (d) As at the date of this Prospectus, the Group does not have any convertible debt securities.
- (e) The manner in which copies of this Prospectus together with the Application Form and envelopes may be obtained is set out in section 18 of this Prospectus.
- (f) The name and address of the Auditors and Reporting Accountants of the Company are set out in the section 1 of this Prospectus.
- (g) Save as disclosed under this Prospectus, no commission, discounts, brokerage or other special terms has been paid or is payable by the Company within the two (2) years preceding the date of this Prospectus in connection with the issue or sale of any capital of the Company or its Subsidiary Companies.
- (h) 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, Director and Substantial Shareholders of the Company, save for Director's remuneration and benefits as disclosed in section 6.2.4 of this Prospectus.
- (i) The Company and its Subsidiary Companies have not established a place of business outside Malaysia.
- (j) Save as disclosed in the consolidated profit forecast and assumptions of the Company and its Subsidiary Companies and the risk factors as stated in section 4 of this Prospectus, 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 BPP Holding Group.
- (k) Save as disclosed in this Prospectus, the financial conditions and operations of the Group are not significantly affected by any of the following:-
  - (i) known trends, demands, commitments, events or uncertainties that have had or that the Group reasonably expects to have a material favourable or unfavourable impact on financial performance, position and operations of the BPP Holding Group;
  - (ii) material commitments for capital expenditure;
  - (iii) unusual, infrequent events or transactions or any significant economic changes that materially affected the financial performance, position and operations of the BPP Holding Group;
  - (iv) substantial increase in revenue due to factors attributable to prices or volume of goods sold or the introduction of new products save as disclosed in section 10.2 of this Prospectus; and



## 15. ADDITIONAL INFORMATION (Cont'd)

- (v) known events, circumstances, trends, uncertainties and commitments that are reasonably likely to make the historical financial statements not indicative of future financial performance and position.
- (l) There is no present intention on the part of the Directors of the Company to issue any part of the authorised but unissued share capital of the Company, except for the Issue Shares.
- (m) Save as disclosed in section 5.3.6 of this Prospectus, the Company has not offered any securities by way of rights or allotted to the holders of the existing securities.

### 15.5 Expenses And Commission

Save as disclosed below, no commission, discounts, brokerage or other special terms has been paid or is payable by the Company within the two (2) years preceding the date of this Prospectus in connection with the issue or sale of any capital or debenture of the Group and no Director or Promoter or expert is or are entitled to receive any such payment:-

- (i) Underwriting commission is payable to the Joint Managing Underwriters and Underwriters at the rate of 2% of the Issue Price on the ordinary shares of BPP Holding Shares being underwritten which is the subject of this Prospectus;
- (ii) Brokerage will be paid by the Company and Offerors at the rate of 1% of the Issue/Offer Price per Share to the parties in the circumstances specified in section 3.10 of this Prospectus; and
- (iii) Expenses incidental to the listing and quotation of the entire issued and paid-up share capital of the Company on the Main Board of Bursa Securities which also include underwriting commission and brokerage fees amounting to approximately RM1,800,000 will be borne by the Company.

### 15.6 Public Take-Overs

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

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

### 15.7 Material Litigation

As at 3 January 2005, (being the latest practicable date prior to the printing of this Prospectus), the Company and its Subsidiary Companies are not engaged in any legal action, proceeding, arbitration or prosecution for any criminal offence, either as plaintiff or defendant, which has a material effect on the financial position of the Company or its Subsidiary Companies and the Directors do not know of any proceedings pending or threatened or any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of BPP Holding or its Subsidiary Companies.

**15. ADDITIONAL INFORMATION (Cont'd)****15.8 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 BPP Holding Group within the two (2) years preceding the date of this Prospectus:-

- (a) Non Disclosure Agreement dated 11 July 2003 between BP Plastics and EPI Environmental Products Inc. ("EPI") wherein it was agreed that for purposes of the test program performed in accordance with the terms set out in Appendix A attached thereto and any other program or project which authorised signatories of the parties agree to include under the terms of the agreement for the limited purpose of producing, evaluating, testing and certifying the PE stretch film (cast) using sample quantities of proprietary degradable and compostable plastic additives supplied by EPI ("Test Program"), both parties may wish to disclose valuable information to each other relating to their respective operations and businesses. Both parties enter into this agreement to protect the confidentiality of and maintain the respective rights in and prevent the unauthorised use and disclosure of Confidential Information (as defined in the agreement) each may wish to disclose to the other. Both parties are under no obligation to provide any of its Confidential Information to the other. It was also agreed by both parties that this agreement is intended to cover Confidential Information disclosed, received or otherwise learned by either party whether prior to, on or subsequent to the date of the agreement and each party's obligations to the other in respect to the other's Confidential Information shall continue for a period of fifteen (15) years from 11 July 2003. The party in receipt of the Confidential Information agrees that the party disclosing the Confidential Information will have the right, in addition to its other right and remedies, to injunctive relief for any violation of this agreement. The parties also agree that this agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties submit to the jurisdiction of the courts of that Province.

EPI is the supplier and license owner of EPI's bio-degradable masterbatch, which is an polyethylene based additive used to blend into plastic raw material, i.e. resin, to achieve a certain effect. BP Plastics intends to study the detailed product usage and application knowledge for EPI's bio-degradable masterbatch. EPI had required BP Plastics to enter into the said agreement with them before being allowed to purchase and become the licensed manufacturer of EPI's bio-degradable product. As at 3 January 2005, BP Plastics has not purchased any bio-degradable masterbatch from EPI nor has EPI delivered any to them.

- (b) Tenancy Agreement dated 1 September 2004 between Hey Sio Tong ("HST") and BP Plastics wherein HST agreed to let and BP Plastics agreed to accept a tenancy of an apartment bearing the postal address A-05-04, Vista Komanwel, Bukit Jalil, 57000 Kuala Lumpur and measuring approximately 1,422 square feet ("Demised Premises") at the monthly rental of RM1,100 only. The tenancy period is stated to commence from 1 September 2004 and is automatically renewed every month until terminated in accordance with the provisions of the said agreement.
- (c) Sale and Purchase Agreement dated 25 November 2004 between Kontena Nasional Berhad (Company No. 11065-T) ("Kontena") and BP Plastics wherein Kontena agreed to sell and BP Plastics agreed to purchase all that piece of leasehold land held under HS (D) 28431 P.T.D No. 29032, Mukim Simpang Kanan, District of Batu Pahat, State of Johor Darul Takzim bearing the postal address Lot 244, Kawasan Perindustrian Sri Gading, 83000 Batu Pahat, Johor and measuring approximately 10 acres ("Said Land") for the purchase price of RM3,702,600. Upon the execution of the agreement, RM370,260 ("Deposit") has been paid to Kontena's solicitors who shall hold the same as stakeholders and are authorised to release the Deposit only upon receipt of the consent in writing of the State Authority as referred to below.

**15. ADDITIONAL INFORMATION (Cont'd)**

The Said Land is subject to a restriction in interest that is "Tanah yang dikurniakan ini tidak boleh dijual, dipajak, dicagar, digadai atau dipindahmilik dengan apa cara sekalipun, termasuk dengan cara menggunakan segala surat perjanjian yang bertujuan untuk melepaskan/menjual tanah ini tanpa kebenaran Penguasa Negeri". As such, the sale and purchase of the Said Land is subject to and conditional upon Kontena obtaining, at its own costs and expense, the consent in writing of the State Authority to transfer the Said Land to BP Plastics ("Condition Precedent").

In the event that the Condition Precedent shall not have been fulfilled by Kontena on or before the expiry of Six (6) months from the date of the Agreement ("the Termination Date"), BP Plastics shall grant to Kontena a further term of three (3) months from the Termination Date ("the Extended Termination Date") or such further term to be mutually agreed by the parties, to fulfill the Condition Precedent. In the event the Condition Precedent is not fulfilled within the Extended Termination Date, BP Plastics shall have the option to terminate this agreement and thereafter, Kontena's solicitors shall cause to be refunded to BP Plastics all monies released to them pursuant to the sale and purchase on or before the expiry of Fourteen (14) days from the date of the termination notice and upon such refund Kontena shall be at liberty to sell or otherwise deal with the Said Land in such manner and to such persons as Kontena shall deem fit.

In the event BP Plastics shall fail to complete the sale and purchase of the Said Land in accordance with the provisions of the agreement, the Vendor shall be entitled to either the remedy of specific performance or to terminate the agreement whereupon a sum equivalent to the Deposit shall be forfeited as agreed liquidated damages and all sums paid to Kontena towards account of the purchase price (less the Deposit) shall be refunded to BP Plastics.

In the event Kontena shall fail to complete the sale and purchase of the Said Land in accordance with the provisions of the agreement, BP Plastics shall be entitled to either the remedy of specific performance or to terminate the agreement whereupon a sum equivalent to the Deposit shall be forfeited as agreed liquidated damages and all sums paid to Kontena towards account of the purchase price (including the Deposit) shall be refunded to BP Plastics.

- (d) Underwriting Agreement dated 3 September 2004 (Clause 6.1(h) of which has been extended by eight (8) letters dated 2 November 2004, 3 November 2004, 28 December 2004, 30 December 2004 and 31 December 2004 between BPP Holding and the Underwriters) wherein the Underwriters agreed to underwrite the Issue Shares at the rate of 2% of the Issue/Offer Price of RM1.20 per ordinary share. The salient terms of the Underwriting Agreement can be found in section 3.9 of this Prospectus.

**15.9 Material Agreements**

Save as disclosed below, there are no material agreements (including informal arrangements or understandings) that have been entered into by BPP Holding Group:-

- (a) Supply Agreement dated 19 January 2004 between BP Plastics and Sonoco Products (Malaysia) Sdn Bhd ("Sonoco") whereby Sonoco agreed to supply and BP Plastics agreed to buy a minimum value of RM2,500,000.00 only worth of paper cores from Sonoco within a period of 12 calendar months. It is a term of the agreement that Sonoco will undertake to stock an agreed quantum of paper cores at all times to ensure that there will be sufficient supply to meet BP Plastics' requirements on a 'Just In Time' basis. The agreement commenced on the 1 February 2004 and ends on 31 January 2005 and shall be automatically renewed thereafter on a yearly basis. The agreement may be terminated if:-



## 15. ADDITIONAL INFORMATION (Cont'd)

- (i) Sonoco fails to comply with any provisions of the agreement provided that written notice has been given by BP Plastics to Sonoco specifying such failure and ten (10) days has expired within which Sonoco failed to remedy such failure; or
- (ii) Either party is adjudged, or becomes bankrupt, or insolvent or is unable to pay its debts as they become due, or makes an assignment for the benefit of the creditors; or
- (iii) Any judicial proceeding is commenced by or on behalf of a party pursuant to any bankruptcy, insolvency, or debtor relief law; or
- (iv) Either party voluntarily or involuntarily undertakes to dissolve or wind up its affairs.

Further, either party may terminate the agreement without giving any reason whatsoever by giving ninety (90) days advance written notice of termination to the other party.

- (b) Purchase Order dated 27 November 2004 between MAKLAUS srl and BP Plastics for a contract price of EUR105,000 whereby MAKLAUS srl agreed to supply 4 units of stretch film automatic rewinder for manual use to BP Plastics. Payment would be made upon delivery of the equipment.

### 15.10 Material Capital Commitment

Save as disclosed below, as at 3 January 2005, (being the latest practicable date prior to the printing of this Prospectus), the Directors of BPP Holding are not aware of any capital commitments which, upon becoming enforceable, may have a material impact on the profit or net assets value of the BPP Holding Group.

- (a) Sale and Purchase Agreement dated 25 November 2004 between Kontena Nasional Berhad (Company No. 11065-T) ("Kontena") and BP Plastics wherein Kontena agreed to sell and BP Plastics agreed to purchase all that piece of leasehold land held under HS (D) 28431 P.T.D No. 29032, Mukim Simpang Kanan, District of Batu Pahat, State of Johor Darul Takzim bearing the postal address Lot 244, Kawasan Perindustrian Sri Gading, 83000 Batu Pahat, Johor and measuring approximately 10 acres ("Said Land") for the purchase price of RM3,702,600. Upon the execution of the agreement, RM370,260 ("Deposit") has been paid to Kontena's solicitors who shall hold the same as stakeholders and are authorised to release the Deposit only upon receipt of the consent in writing of the State Authority as referred to below.

The Said Land is subject to a restriction in interest that is "Tanah yang dikurniakan ini tidak boleh dijual, dipajak, dicagar, digadai atau dipindahmilik dengan apa cara sekalipun, termasuk dengan cara menggunakan segala surat perjanjian yang bertujuan untuk melepaskan/menjual tanah ini tanpa kebenaran Penguasa Negeri". As such, the sale and purchase of the Said Land is subject to and conditional upon Kontena obtaining, at its own costs and expense, the consent in writing of the State Authority to transfer the Said Land to BP Plastics ("Condition Precedent").



**15. ADDITIONAL INFORMATION (Cont'd)**

In the event that the Condition Precedent shall not have been fulfilled by Kontena on or before the expiry of Six (6) months from the date of the Agreement ("the Termination Date"), BP Plastics shall grant to Kontena a further term of three (3) months from the Termination Date ("the Extended Termination Date") or such further term to be mutually agreed by the parties, to fulfill the Condition Precedent. In the event the Condition Precedent is not fulfilled within the Extended Termination Date, BP Plastics shall have the option to terminate this agreement and thereafter, Kontena's solicitors shall cause to be refunded to BP Plastics all monies released to them pursuant to the sale and purchase on or before the expiry of Fourteen (14) days from the date of the termination notice and upon such refund Kontena shall be at liberty to sell or otherwise deal with the Said Land in such manner and to such persons as Kontena shall deem fit.

In the event BP Plastics shall fail to complete the sale and purchase of the Said Land in accordance with the provisions of the agreement, the Vendor shall be entitled to either the remedy of specific performance or to terminate the agreement whereupon a sum equivalent to the Deposit shall be forfeited as agreed liquidated damages and all sums paid to Kontena towards account of the purchase price (less the Deposit) shall be refunded to BP Plastics.

In the event Kontena shall fail to complete the sale and purchase of the Said Land in accordance with the provisions of the agreement, BP Plastics shall be entitled to either the remedy of specific performance or to terminate the agreement whereupon a sum equivalent to the Deposit shall be forfeited as agreed liquidated damages and all sums paid to Kontena towards account of the purchase price (including the Deposit) shall be refunded to BP Plastics.

- (b) Purchase Order dated 27 November 2004 between MAKLAUS srl and BP Plastics for a contract price of EUR105,000 whereby MAKLAUS srl agreed to supply 4 units of stretch film automatic rewinder for manual use to BP Plastics. Payment would be made upon delivery of the equipment.

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**15. ADDITIONAL INFORMATION (Cont'd)****15.11 Insurance Policies**

As at the date of this Prospectus, BPP Holding Group has various insurance policies as tabulated below:-

| NO | INSURANCE COMPANY          | POLICY NUMBER   | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER                    | ASSET COVERED                                    | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|----|----------------------------|-----------------|--------------------------|---------------------|------------------------------------|--|---|
| 1. | Aviva Insurance Berhad     | JB-36005372-CVT | 02.05.2004 to 01.05.2005 | 213.43              | Sum Insured: Third Party Only      | Ford Trader Lorry<br>Reg. No. JEN 1719           | Commercial Vehicle                      |
| 2. | Aviva Insurance Berhad     | JB-36005428-CVT | 18.05.2004 to 17.05.2005 | 219.71              | Sum Insured: Third Party Only      | Mitsubishi Canter Lorry<br>Reg. No. JDY 3717     | Commercial Vehicle                      |
| 3. | Aviva Insurance Berhad     | JB-36005427-CVT | 20.05.2004 to 19.05.2005 | 251.10              | Sum Insured: Third Party Only      | Mitsubishi Canter FE44EXR<br>Reg. No. JDF 3554   | Commercial Vehicle                      |
| 4. | Multi Purpose Insurans Bhd | COC-M0023241-30 | 06.10.2003 to 31.12.2008 | Nil                 | Not exceeding RM750,000 per bottom | LDPE Cast Stretch Film/ Plastic Film and Bags    | Marine Open Cover                       |
| 5. | Aviva Insurance Berhad     | MC-05103610-MPC | 27.02.2004 to 26.02.2005 | 5,170.94            | Sum Insured: RM380,000.00          | Mercedes Benz E240 W211<br>Reg. No. JGW 9658     | Private Motor Car                       |
| 6. | Aviva Insurance Berhad     | MC-05016296-MPC | 23.07.2004 to 22.07.2005 | 3,616.94            | Sum Insured: RM260,000.00          | Mercedes Benz E280 (A) W210<br>Reg. No. JGQ 9658 | Private Motor Car                       |
| 7. | Aviva Insurance Berhad     | MC-05183376-MPC | 22.09.2004 to 21.09.2005 | 4,220.85            | Sum Insured: RM300,000.00          | Mercedes Benz E200K W211<br>Reg. No. JHD 866     | Private Motor Car                       |

## 15. ADDITIONAL INFORMATION (Cont'd)

| NO | INSURANCE COMPANY      | POLICY NUMBER   | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER  | ASSET COVERED   | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|----|------------------------|-----------------|--------------------------|---------------------|--|---|---|
| 8. | Aviva Insurance Berhad | JB-90576481-NGA | 15.12.2004 to 14.12.2005 | 8,559.00            | <p>Sum Insured:-<br/>           Death – RM9,510,000<br/>           Permanent Disablement – RM9,510,000<br/>           Temporary Total Disablement – RM71,300<br/>           Medical Expenses (per claim) – RM1,071,000<br/> <b>Total: RM20,162,300</b></p> | <p>On all employees of BP Plastics Sdn Bhd.</p> <p><b>3 Directors</b><br/>           (each)<br/>           Death RM300,000.00<br/>           Permanent Disablement RM300,000.00<br/>           Temporary Total Disablement RM2,000<br/>           Medical Expenses RM12,000<br/>           (Per Claim)</p> <p><b>11 Management Staff</b><br/> <u>Sum</u><br/>           Insured (each)<br/>           Death RM200,000.00<br/>           Permanent Disablement RM200,000.00<br/>           Temporary Total Disablement RM1,000<br/>           Medical Expenses RM10,000<br/>           (Per Claim)</p> | Group Personal Accident                 |

15. ADDITIONAL INFORMATION (Cont'd)

| NO. | INSURANCE COMPANY | POLICY NUMBER | VALIDITY | ANNUAL PREMIUM (RM) | AMOUNT OF COVER | ASSET COVERED  | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|-----|-------------------|---------------|----------|---------------------|-----------------|--|---|
|     |                   |               |          |                     |                 | <p><b>20 Staff</b></p> <p><u>Insured (each)</u></p> <p>Death</p> <p>RM60,000</p> <p>Permanent Disablement</p> <p>RM60,000</p> <p>Temporary Total Disablement</p> <p>Medical Expenses (Per Claim)</p> <p>RM400</p> <p>RM6,000</p> <p><u>Sum</u></p>     |   |
|     |                   |               |          |                     |                 | <p><b>29 Executive</b></p> <p><u>Insured (each)</u></p> <p>Death</p> <p>RM80,000</p> <p>Permanent Disablement</p> <p>RM80,000</p> <p>Temporary Total Disablement</p> <p>Medical Expenses (Per Claim)</p> <p>RM600</p> <p>RM8,000</p> <p><u>Sum</u></p> |   |



## 15. ADDITIONAL INFORMATION (Cont'd)

| NO | INSURANCE COMPANY | POLICY NUMBER | VALIDITY | ANNUAL PREMIUM (RM) | AMOUNT OF COVER | ASSET COVERED  | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|----|-------------------|---------------|----------|---------------------|-----------------|--|---|
|    |                   |               |          |                     |                 | <b>59 General Staff</b><br><br><u>Insured (each)</u><br>Death<br>RM30,000<br>Permanent Disablement<br>RM30,000<br>Temporary Total Disablement<br>Medical Expenses (Per Claim)<br>RM300<br>RM5,000<br><br><b>56 Operation Staff</b><br><br><u>Insured (each)</u><br>Death<br>RM20,000<br>Permanent Disablement<br>RM20,000<br>Temporary Total Disablement<br>Medical Expenses (Per Claim)<br>RM200<br>RM5,000<br><br><b>Location:</b><br>PLO 254, Kawasan Perindustrian<br>Sri Gading 83300 Batu Pahat,<br>Johor. |   |

## 15. ADDITIONAL INFORMATION (Cont'd)

| NO  | INSURANCE COMPANY               | POLICY NUMBER    | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER  | ASSET COVERED  | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|-----|---------------------------------|------------------|--------------------------|---------------------|--|--|---|
| 9.  | Mayban General Assurance Berhad | CFF- F0488527-J1 | 01.01.2005 to 31.12.2005 | 3,333.37            | Sum Insured: RM1,052,000   | Building including renovation, electrical installation and fire fighting system<br><br><b>Location:</b><br>PLO 255 Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat, Johor  | Fire                                    |
| 10. | Mayban General Assurance Berhad | CFF- F0571017-J1 | 01.01.2005 to 31.12.2005 | 19,669.00           | Sum Insured:<br>Item 1 - RM948,000<br>Item 2 - RM4,200,000<br>Item 3 - RM2,852,000<br><b>Total RM8,000,000</b> | 1. Building including renovation, electrical installation and fire fighting systems<br><br>2. Stock in trade of every description, including raw materials, work in progress and finished products packing materials and other ancillary materials relating to the insured's trade (Declaration)<br><br>3. Plant & machinery, factory equipment, utensils and tools of the trade including spare parts and accessories<br><br><b>Location:</b><br>PLO 258 Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor. | Fire                                    |

## 15. ADDITIONAL INFORMATION (Cont'd)

| NO  | INSURANCE COMPANY               | POLICY NUMBER     | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER  | ASSET COVERED  | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|-----|---------------------------------|-------------------|--------------------------|---------------------|--|--|---|
| 11. | Mayban General Assurance Berhad | CFF- F0559586-J1  | 01.01.2005 to 31.12.2005 | 19,807.10           | Sum Insured:<br>Item 1 - RM10,630,000<br>Item 2 - RM27,000<br><b>Total RM10,657,000</b>    | Plant and machinery<br>1. 5 cast Stretch Film System<br>2. 600mm Stretch film rewinding machine<br><br><b>Location:</b><br>PLO 268 Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor.                              | Fire                                    |
| 12. | Mayban General Assurance Berhad | CLP- L0036839- J1 | 15.10.2004 to 14.10.2005 | 300.00              | Sum Insured: RM250,000.00  | In respect of any one claim or number of claims arising out of any one cause.<br><br><b>Location:</b><br>PLO 222, PLO 254, PLO 255, PLO 258 & PLO 268 Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor.           | Public Liability                        |
| 13. | Mayban General Assurance Berhad | CFL- F0488539-J1  | 01.01.2005 to 31.12.2005 | 75,318.51           | Sum Insured:<br>Item 1 - RM28,000,000<br>Item 2 - RM1,500,000<br><b>Total RM29,500,000</b> | 1. Gross Profit<br>2. Dual Wages @ 17 weeks initial period and remaining percentage 20%<br><br><b>Location:</b><br>PLO 222, PLO 254, PLO 255, PLO 258 & PLO 268 Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor. | Consequential Loss                      |

## 15. ADDITIONAL INFORMATION (Cont'd)

| NO  | INSURANCE COMPANY               | POLICY NUMBER    | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER  | ASSET COVERED  | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|-----|---------------------------------|------------------|--------------------------|---------------------|--|--|---|
| 14. | Mayban General Assurance Berhad | CFF- F0488521-J1 | 01.01.2005 to 31.12.2005 | 31,422.35           | Sum Insured:<br>Item 1 - RM1,700,000<br>Item 2 - RM7,423,000<br>Item 3 - RM321,000<br><b>Total RM9,444,000</b> | <p>1. Stock in trade of every description, including raw materials, work in progress and finished products packing materials and other ancillary materials relating to the Insured's trade (Declaration)</p> <p>2. Plant and machinery, factory equipment, utensils and tools of the trade including spare parts and accessories</p> <p><b>Location:</b><br/>PLO 254 and PLO 255<br/>Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor.</p> <p>3. Office Equipment, Business Furniture, Fixtures &amp; Fittings &amp; Computer, Printer, Accessories</p> <p><b>Location:</b><br/>PLO 254, PLO 255 &amp; PLO 268<br/>Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor.</p> | Fire                                    |



## 15. ADDITIONAL INFORMATION (Cont'd)

| NO  | INSURANCE COMPANY               | POLICY NUMBER    | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER  | ASSET COVERED   | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|-----|---------------------------------|------------------|--------------------------|---------------------|--|---|---|
| 15. | Mayban General Assurance Berhad | CFF- F0488524-J1 | 01.01.2005 to 31.12.2005 | 35,858.83           | Sum Insured:<br>Item 1 - RM932,000<br>Item 2 - RM6,000,000<br>Item 3 - RM14,430,000<br><b>Total RM21,362,000</b> | 1. Building including renovation, electrical installation and fire fighting systems<br><br>2. Stock in trade of every description, including raw materials, work in progress and finished products packing materials and other ancillary materials relating to the Insured's trade (Declaration)<br><br>3. Plant & machinery, factory equipment, utensils and tools of the trade including spare parts and accessories<br><br><b>Location:</b><br>PLO 268<br>Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor. | Fire                                    |
| 16. | Mayban General Assurance Berhad | CFF- F0485420-J1 | 01.01.2005 to 31.12.2005 | 15,081.22           | Sum Insured:<br>Item 1 - RM635,000<br>Item 2 - RM7,200,000<br><b>Total RM7,835,000</b>                           | 1. Building including renovation, electrical installation and fire fighting systems<br><br>2. Stock-In-Trade of raw materials, semi finished and finished goods (Declaration)   | Fire                                    |

## 15. ADDITIONAL INFORMATION (Cont'd)

| NO  | INSURANCE COMPANY               | POLICY NUMBER   | VALIDITY                 | ANNUAL PREMIUM (RM) | AMOUNT OF COVER          | ASSET COVERED  | NATURE OF COVER (Eg. Fire, Theft, etc.) |
|-----|---------------------------------|-----------------|--------------------------|---------------------|--------------------------|--|---|
| 17. | Mayban General Assurance Berhad | CFF-F0488514-J1 | 01.01.2005 to 31.12.2005 | 5,645.91            | Sum Insured: RM1,796,000 | <p><b>Location:</b><br/>PLO 222, Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor.</p> <p>Building including Landlord's Fixtures &amp; Fittings (inclusive of MSB, Office Renovation, Electrical Appliances and Fire Fighting Equipment)</p> <p><b>Location:</b><br/>PLO 254<br/>Jalan Wawasan 2, Kaw. Perindustrian Sri Gading 83300 Batu Pahat Johor.</p> | Fire                                    |

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**15. ADDITIONAL INFORMATION (Cont'd)**

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**15.12 Responsibility Statement**

- (i) Aseambankers being the Adviser, Joint Managing Underwriter and one of the Underwriters, acknowledges that based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue and Offer For Sale and is satisfied that the consolidated profit forecast (for which the Directors of BPP Holding are fully responsible), prepared for inclusion in this Prospectus have been stated by the Directors of the Company after due and careful inquiry and have been duly reviewed by the Reporting Accountants.
- (ii) This Prospectus has been seen and approved by the Directors, Promoters of the BPP Holding and the Offerors, and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statements herein false or misleading. The Directors of BPP Holding hereby accept the full responsibility for the consolidated profit forecast included in this Prospectus and confirm that the consolidated profit forecast have been prepared based on assumptions made.

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