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## XIII. STATUTORY AND GENERAL INFORMATION

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### 1. SHARE CAPITAL

- (i) No shares will be allocated on the basis of this Prospectus later than six months after the date of issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. There is only one class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (iii) Save for the New Shares reserved for eligible Directors, employees and other persons who have contributed to the success of the Group as disclosed in Section VI(2) of this Prospectus, no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries.
- (iv) Save as disclosed in Section VIII(4) and Section VIII(5) of this Prospectus, no shares, stocks or debentures of the Company and its subsidiaries have been or are proposed to be issued as partly or fully paid-up in cash or otherwise than in cash within the two years preceding the date hereof.
- (v) Save for the New Shares reserved for eligible Directors and employees of the Group as disclosed in Section VI(2) of this Prospectus, there is currently no other scheme for or involving the employees in the capital of the Company or its subsidiaries.
- (vi) No Directors have been given any option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries during the last financial year.

### 2. ARTICLES OF ASSOCIATION

The following provisions are reproduced from the Company's Articles of Association which have been approved by the KLSE.

#### (i) Transfer of Shares

The following provisions are reproduced from the Company's Articles of Association which have been approved by the KLSE, the Second Board Listing Requirements of the KLSE, the Companies Act, 1965 and the Rules of the MCD:-

##### (a) *Articles of Association*

The provision in the Articles of Association of the Company in respect of the arrangements for the transfer of securities of the Company and restrictions on their free transferability is as follows:-

##### **Article 24**

The transfer of any securities or class of securities of the Company which have been deposited with the Central Depository, shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding sections 103 and 104 of the Act, but subject to 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 securities.

*Article 25*

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine not exceeding in the whole, thirty (30) days in any year. Eighteen (18) market days' notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the Register is being closed. At least three (3) market days prior notice shall be given to the Central Depository to prepare the appropriate Record of Depositors.

*Article 26*

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.

*Article 27*

Where by the exercise of reasonable diligence the Company is unable to discover the whereabouts of a member for a period of not less than ten (10) years the Company may cause an advertisement circulating in the place shown in the Register or the Record of Depositors as the address of the member stating that the Company after expiration of one (1) month from the date of the advertisement intends to transfer the shares to the Minister charged with responsibility for finance.

*Article 28*

If after the expiration of one (1) month from the date of the advertisement the whereabouts of the Member remains unknown, the Company may transfer the shares held by the Member to the Minister charged with responsibility for finance and for the purpose may execute for and on behalf of such Members a transfer of those shares to the Minister charged with responsibility for finance.

*Article 29*

In the case of the death of a Member, the legal 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 shareholder from any liability in respect of any share which had been held by him.

*Article 30*

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 the Directors and subject 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 the Directors 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. Provided always that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the shares may be carried out by the person becoming so entitled.

*Article 31*

If any person so becoming entitled elects to register himself, he shall deliver or send to the Company, a notice in writing signed by him and stating that he so elects, provided that where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Central Depository. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares 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 or transfer were a transfer signed by that Member.

**(b) *Second Board Listing Requirements of KLSE***

The provisions of the Second Board Listing Requirements of KLSE on the transferability of securities are as follows:-

**Section 9.5A – Transfer of Securities**

The transfer of any securities or class of securities of the company, shall be by way of book entry by Central Depository in accordance with the Rules of the Central Depository and notwithstanding Section 103 and 104 of the Companies Act, 1965, but subject to subsection 107C(2) of the Companies Act, 1965 and any exemption that may be made from compliance with subsection 107C(1) of the Companies Act, 1965, the company shall be precluded from registering and effecting any transfer of securities.

**Section 9.5B – Transmission of securities from Foreign Register**

(1) Where:-

- (a) the securities of a company are listed on an Approved Market Place; and
- (b) such company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules of the Central Depository in respect of such securities;

such company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the company in Malaysia (hereinafter referred to as "the Malaysian Register") 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.

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### XIII. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

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- (2) For the avoidance of doubt, no company which fulfils the requirements of paragraphs (a) and (b) of clause 9.5B(1) shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

(c) ***Companies Act, 1965***

The provisions within the Companies Act, 1965, on the transferability of securities are as follows:-

**Section 103(1)**

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

**Section 103(1A)**

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

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

**Section 107C(1)**

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

**Section 107C(2)**

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

(d) **Rules of MCD**

The rules within MCD on the transferability of securities are as follows:-

**Rule 8.01(2)**

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

**Rule 8.05A**

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

**Rule 9.03(2)**

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

- (a) the prescribed Form FTF010 (request for ordinary transfer of securities form) or Form FTF015 (request for express transfer of securities form) fully and properly completed in triplicate;
- (b) the Transferring depositor has executed the Transferor portion of the said form duly witnessed by another person (other than the depositor's spouse);
- (c) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons as stated herein below:-
  - (i) transmission of securities arising from the provision of any written law or an order of the court of competent jurisdiction;
  - (ii) rectification of errors;
  - (iii) pledge, charge or mortgage;
  - (iv) mandatory offer pursuant to the provision of the Malaysian Code on Takeovers and Mergers 1987;
  - (v) any other circumstances as deemed fit by the Central Depository after consultation with the Securities Commission.
- (d) documents to support the reason for the transfer; and
- (e) such other accompanying documents duly processed in such manner as the MCD may from time to time determine in its Procedures Manual.

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

The provisions in the Company's Articles of Association dealing with the 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 shall not without the prior approval of the Company in general meeting: -

- (a) carry into effect any proposal or execute any transaction for the acquisition of any undertaking or property of a substantial value, or the disposal of a substantial portion of or a controlling interest in the Company's main undertaking or property;
- (b) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
- (c) subject to Sections 132E and 132F of the Act, enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director, to acquire from or dispose to such a Director or person, any non-cash assets of the requisite value.

**Article 95**

- (1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, 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 any related company as may be thought fit.
- (2) The Directors shall not borrow any money or mortgage or charge any of the Company's 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 112**

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

**Article 113**

A Director may vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal material interest and may be counted for the purpose of any resolution regarding the same, in the quorum present at the meeting if none of the other Directors present disagree PROVIDED ALWAYS that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

**Article 114**

A Director may vote in respect of: -

- (a) any arrangement for giving the Director himself or any other Directors any security or indemnity or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company;
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part, under a guarantee or indemnity or by the deposit of a security.

**(iii) Number of shares fixed as qualification of a Director and remuneration of Directors**

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

**Article 89**

The shareholding qualification for Directors may be fixed by the Company in general meeting and until so fixed, no shareholding qualification for Directors shall be required. All Directors shall be entitled to receive notice of and to attend all general meetings of the Company.

**Article 90**

The Directors shall be paid by way of fees for their services, such fixed sum (if any) as 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 the Directors may determine. PROVIDED ALWAYS that:-

- (a) fee 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 and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover.
- (c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting.
- (d) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

**Article 91**

- (1) The Directors shall be paid all their travelling, hotel and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending meetings of the Directors or any committee of the Directors of the Company.

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### XIII. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

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- (2) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Board provided that in the case of non-executive Directors of the Company, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an Executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provided for the Directors.

**(iv) Changes in the share capital and variation of rights**

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

***Article 3***

Without prejudice to any special rights previously conferred on the holders of any existing 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, may determine.

***Article 4***

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of these Articles and the Act and to the provisions of any resolution of the Company, shares in the Company may be issued by the Directors, who may allot, or otherwise dispose of such shares to such persons, on such terms and conditions, with such preferred, deferred or other special rights, and subject to such restrictions and at such times as the Directors may determine but the Directors in making any issue of shares shall comply with the following conditions: -

- (a) no shares shall be issued at a discount except in compliance with the provisions of Section 59 of the Act;
- (b) in the case of shares, other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles and in the resolution creating the same;
- (c) no issue of shares shall be made which will have the effect of transferring a controlling interest in the Company to any person, company or syndicate without the prior approval of the Members of the Company in general meetings;
- (d) every issue of shares or options to employees and/or Directors of the Company shall be approved by the Members in general meeting and no Director shall participate in such issues of shares unless: -
- (i) the Members in general meeting have approved of the specific allotment to be made to such Director; and

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### XIII. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

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- (ii) he holds office in the Company in an executive capacity PROVIDED ALWAYS that a Director not holding office in an executive capacity may so participate in any issue of shares pursuant to a public issue or public offer or special issue, such participation to be approved by the relevant authorities.

#### *Article 7*

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 general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy, one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of Section 152 of the Act shall with such adaptations as are necessary, apply.

#### *Article 8*

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

#### *Article 9*

The Company may exercise the powers of paying commission conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, and the rate of the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

#### *Article 42*

The Company may by ordinary resolution passed at a general meeting convert any paid up shares into stock or reconvert any stock into paid up shares of any denomination.

#### *Article 43*

The holders of the stock may transfer the same, or any part thereof in the same manner and subject to the same Articles as and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances permit; but the Director may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

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**XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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**Article 44**

The holders of stock shall, according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such aliquot part of stock as would not, if existing in shares, have conferred that right, privilege or advantage.

**Article 45**

Such of the Articles of the Company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

**Article 46**

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

**Article 47**

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

**Article 48**

Notwithstanding Article 47 above, but subject always to Section 132(D) of the Act, the Company may apply to the Exchange upon which the Company is listed for waiver of convening extraordinary general meetings to obtain shareholders' approval for further issues of shares (other than bonus or rights issues) where the aggregate issues of which in any one financial year do not exceed ten percent (10%) of the issued capital.

**Article 49**

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 calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

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### **XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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#### *Article 50*

The Company may by ordinary resolution: -

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

#### *Article 51*

Subject to and in accordance with the provisions of the Act and the requirements of the Exchange and such other relevant law, regulation or guideline, the Company is allowed and shall have power, to the fullest extent permitted, to purchase its own shares. Any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, the requirements of the Exchange and any other relevant authority.

#### *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 authorisation, and consent required by law.

### **3. DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

- (i) The names, addresses and occupations of the Directors are set out in Section II of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company.
- (iii) None of the Directors or proposed Directors of the Company have any existing or proposed service contract with the Company and its subsidiaries which is not terminable by notice without payment or compensation within one year.
- (iv) No Director, Senior Executive Officer or person nominated to become a Director or Senior Executive Officer is or was involved in the following events:-
  - (a) 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 an Executive Officer;
  - (b) conviction in criminal proceedings or is a named subject of pending criminal proceedings; and

### XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (c) 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.
- (v) None of the Directors or substantial shareholders of the Company have any interest, direct or indirect, in any business carrying on a similar trade as the Company or its subsidiaries which is not quoted on a recognised stock exchange.
- (vi) Saved as disclosed in Section VIII (2) herein, none of the Directors or substantial shareholders of the Company have any interest, direct or indirect, in the promotion of or in any 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 and its subsidiaries within the two years preceding the date of this Prospectus.
- (vii) None of the Directors have any interest in any contract or arrangement which is significant in relation to the business of the Company and its subsidiaries subsisting as at the date of this Prospectus.
- (viii) The aggregate remuneration paid to the Directors for services rendered to the Company and its subsidiaries in all capacities for the financial year ended 31 March 2000 amounted to RM370,392. For the financial year ending 31 March 2001, the forecast amount payable to the Directors of the Company in the aforesaid capacity is expected to be approximately RM506,000.
- (ix) Based on the Register of Substantial Shareholders as at 15 June 2000, the substantial shareholders and their respective interests in the shares of the Company, before and after the Public Issue, are as follows:-

Name	<----- Before the Public Issue ----->				<----- After the Public Issue ----->			
	<----- Direct ----->		<-- Indirect -->		<----- Direct ----->		<-- Indirect -->	
	No. of shares held	%	No. of shares held	%	No. of shares held	%	No. of shares held	%
Dato' Tan Hua Choon *	5,610,784	16.50	-	-	5,620,784	14.05	-	-
Lee Kok Yong	4,576,921	13.46	-	-	4,586,921	11.47	-	-
Minhat bin Mion	1,700,000	5.00	-	-	1,710,000	4.28	-	-
Nga Poh Thai	772,343	2.27	-	-	772,343	1.93	-	-
Tan Han Chuan*	5,610,784	16.50	-	-	5,610,784	14.03	-	-
Abdul Rasip bin Haron	10,551,507	31.03	-	-	10,551,507	26.38	-	-
Dato' Osman bin Mohd. Zain	1,046,154	3.08	-	-	1,046,154	2.62	-	-

\* Dato' Tan Hua Choon is the father of Tan Han Chuan

### XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (x) According to the Register of Directors' Shareholdings as at 15 June 2000, the Directors and their respective interests in the shares of the Company, before and after the Public Issue, are as follows:-

Name	<----- Before the Public Issue ----->				<----- After the Public Issue ----->			
	<----- Direct ----->		<-- Indirect -->		<----- Direct ----->		<-- Indirect -->	
	No. of shares held	%	No. of shares held	%	No. of shares held	%	No. of shares held	%
Dato' Tan Hua Choon	5,610,784	16.50	-	-	5,620,784	14.05	-	-
Lee Kok Yong	4,576,921	13.46	-	-	4,586,921	11.47	-	-
Thor Poh Seng	-	-	-	-	10,000	0.03	-	-
Minhat bin Mion	1,700,000	5.00	-	-	1,710,000	4.28	-	-
Gan Lock Yong @ Gan Choon Hur	-	-	-	-	10,000	0.03	-	-
Haji Azizzuddin bin Haji Hussain	-	-	-	-	10,000	0.03	-	-

#### 4. GENERAL

- (i) The nature of the Company's business is described in Section VIII of this Prospectus. The corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 have been disclosed in Section VIII(5) of this Prospectus.
- (ii) The day and time of the opening and closing of the Application Lists of the Public Issue is set out in Section XV of this Prospectus.
- (iii) The amount payable in full on application is RM1.50 per New Share.
- (iv) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section XV of this Prospectus.
- (v) No amount or benefit has been paid or given within the two years preceding the date of this Prospectus, nor is it intended to be so paid or given, to any promoter.
- (vi) The Company has not established any other place of business outside Malaysia.
- (vii) Save as disclosed in this Prospectus, the financial conditions and operations of the Group are not affected by any of the following:-
- Known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
  - Material commitments for capital expenditure;
  - Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations; and
  - Known trends or uncertainties that have had or that the Group reasonably expects to have a materially favourable or unfavourable impact on revenues or operating income.

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### **XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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As far as the Directors are aware, the Group is not vulnerable to any specific factors or events of a particular nature other than those normal commercial risks experienced during the normal course of business.

- (viii) Save as disclosed in 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 the Group.
- (ix) Save as disclosed in Section IX(2) of this Prospectus, as at the date of this Prospectus, there is no loan capital outstanding or mortgages and charges in relation to the Group.
- (x) As at the date of this Prospectus, neither GPAH nor its subsidiaries has any convertible debt securities.
- (xi) The name and address of the Auditors are set out in Section II of this Prospectus.

#### **5. EXPENSES AND COMMISSION**

- (i) Underwriting commission is payable by the Company to the Managing Underwriter and Underwriters at the rate of 1% of the issue price of RM1.50 per share on 4,744,000 of the New Shares being underwritten.
- (ii) Brokerage at the rate of 1% of the issue price of RM1.50 per New Share is payable by the Company in respect of successful applications which bear the stamp of either CIMB, member companies of the KLSE, members of the Association of Banks in Malaysia, members of the Association of Merchant Bankers in Malaysia or MIH.
- (iii) An estimated RM1,300,000 in respect of expenses and fees incidental to the Public Issue and listing of and quotation for the entire issued and paid-up capital of GPAH on the Second Board of the KLSE will be borne by GPAH.

Save as disclosed above, no commission, discount, brokerage or other special terms have, within the two preceding years prior to the date of this Prospectus, been paid or granted or is payable by the Company and its subsidiaries to any Director, promoter or expert or proposed Director for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company and its subsidiaries in connection with the issue or sale of any capital of the Company and its subsidiaries.

#### **6. PUBLIC TAKEOVERS**

During the last financial year and the current financial year to date, there has been 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 companies' shares.

#### **7. MATERIAL LITIGATION**

Neither GPAH nor any of its subsidiaries is engaged in any litigation, either as plaintiff or defendant, which has a material effect on the financial position of GPAH or any of its subsidiaries and the Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of GPAH or any of its subsidiaries.

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### **XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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#### **8. MATERIAL CONTRACTS**

Saved as disclosed below, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by GPAH and its subsidiaries for the two years preceding the date of this Prospectus:-

- (i) Conditional Sale and Purchase Agreement dated 30 May 2000 between GPAH and the vendors of GPA, for the acquisition by GPAH of the entire equity interest in GPA comprising 5,200,000 ordinary shares of RM1.00 each for a total purchase consideration of RM23,269,977, satisfied through the issuance of 17,931,708 new ordinary shares of RM1.00 each in GPAH at an issue price of approximately RM1.30 per share;
- (ii) Conditional Sale and Purchase Agreement dated 30 May 2000 between GPAH and GPA for the acquisition by GPAH of the entire equity interests in GPM, KPI and GPP for a total cash consideration of RM1,200,002;
- (iii) Underwriting Agreement dated 9 June 2000 between GPAH, CIMB and the Underwriters for the underwriting of 4,744,000 New Shares for an underwriting commission of 1% of the issue price of RM1.50 per New Share; and
- (iv) Sale and Purchase Agreements (and the Supplement Agreement thereon) dated 10 June 2000 for the Proposed Acquisition as referred to in Section VIII (7) of this Prospectus.

#### **9. LETTERS OF CONSENT**

- (i) The written consents of the Adviser and Managing Underwriter, Underwriters, Principal Bankers, Solicitors, Registrars and Issuing House to the inclusion in this Prospectus of their names, letters, reports and all references thereon in the manner and form in which they appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report and their letters relating to the consolidated profit forecast for the year ending 31 March 2001 and the proforma consolidated balance sheets as at 31 March 2000 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.
- (iii) The written consent of the valuers to the inclusion in this Prospectus of their names and valuation certificates 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.

#### **10. DOCUMENTS FOR INSPECTION**

Copies of the following documents are available for inspection at the registered office of the Company during normal business hours for a period of six months from the date of this Prospectus:-

- (i) Memorandum and Articles of Association of GPAH and its subsidiaries;
- (ii) The Accountants' Report and Directors' Report as included in Section X and Section XI of this Prospectus respectively;
- (iii) The Reporting Accountants' letter relating to the consolidated profit forecast for the year ending 31 March 2001 as included in Section IX of this Prospectus;

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**XIII. STATUTORY AND GENERAL INFORMATION (Cont'd)**

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- (iv) The Reporting Accountants' letter relating to the proforma consolidated balance sheets of the GPAH Group as at 31 March 2000 as included in Section IX of this Prospectus;
- (v) The valuation certificates as included in Section XII of this Prospectus together with the Valuation Reports referred to therein;
- (vi) The audited accounts of GPAH for the period from 14 September 1999 (date of incorporation) to 31 March 2000;
- (vii) The audited accounts of GPA for the 5 financial years ended 31 March 2000;
- (viii) The audited accounts of GPM for the 5 financial years ended 31 March 2000;
- (ix) The audited accounts of KPI for the 15-month period ended 31 March 1996 and 4 financial years ended 31 March 2000;
- (x) The audited accounts of LVC for the 5 financial years ended 31 March 2000;
- (xi) The audited accounts of GPP for the 5 financial years ended 31 March 2000;
- (xii) The material contracts referred to in Section XIII(8) of this Prospectus; and
- (xiii) The letters of consent referred to in Section XIII(9) of this Prospectus.

**11. RESPONSIBILITY STATEMENTS**

- (i) CIMB acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Public Issue and the Group and is satisfied that the consolidated profit forecast of GPAH for the financial year ending 31 March 2001 (for which the Directors of GPAH are solely responsible) has been stated by the Directors of GPAH after due and careful inquiry.
- (ii) This Prospectus has been seen and approved by the Directors of GPAH and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there are no other facts the omission of which would make any statement herein misleading.