
11. STATUTORY AND GENERAL INFORMATION

11.1 Share Capital

- (i) No Shares shall be allotted or sold on the basis of this Prospectus later than six months after the date 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 912,000 Shares reserved for eligible employees of the Spritzer Group pursuant to this Prospectus, there are at present no other schemes for or involving the employees of the Spritzer Group or any of its subsidiaries in the capital of the Company or any of its subsidiaries.
- (iv) Save as disclosed in paragraph (iii) above, as at the date 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 any of its subsidiaries. Further no option for any shares, stocks or debentures of the Company or its subsidiaries has been granted to or exercised by any Director during the last financial year.
- (v) Save as disclosed in paragraph (iii) above, as at the date of this Prospectus, no capital of the Company or any of its subsidiaries has been put under option or agreed conditionally or unconditionally to be put under option.
- (vi) Save as disclosed in the Sections "Introduction and Details of the Offer/ Issue" and "Information on the Spritzer Group" of this Prospectus, no ordinary shares or debentures of the Company or its subsidiaries have been issued or is proposed to be issued as partly or fully paid-up for cash or otherwise than for cash within the two (2) years immediately preceding the date of this Prospectus.

11.2 Articles of Association

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

CHANGES IN CAPITAL AND VARIATIONS OF CLASS RIGHTS

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

Article 4

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.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Article 5

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:-

- (i) no shares shall be issued at a discount except in compliance with the provisions of Section 59 of the Act;
- (ii) in the case of shares offered to the public for subscription the amount payable on application on each share shall not be less than five per centum (5%) of the nominal amount of the share;
- (iii) 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.
- (iv) 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 meeting;
- (v) 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 or options unless:
 - a) the members in general meeting have approved of the specific allotment to be made to such Director; and
 - b) 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 6

Subject to the Act, any preference shares may with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed but the total nominal value of the issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time and the Company shall not issue preference shares ranking in priority above preference shares already issued, but may issue preference shares ranking equally therewith. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and balance sheets, and attending general meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital, or winding up, or sanctioning a sale of the undertaking, or where any resolution to be submitted to the meeting directly affects their rights and privileges, or when the dividend on the preference shares is in arrears for more than six (6) months.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Article 7

Notwithstanding Article 8 hereof the repayment of preference share capital other than redeemable preference shares, or any alteration of preference shareholder's rights shall 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 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.

Article 8

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 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 9

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 42

The Company may by ordinary resolution passed at a general meeting convert any paid up shares into stock or re-convert 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 Directors 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.

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 and 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.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

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, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares 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 an 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 Committee of 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, transaction, forfeiture and otherwise as the original share capital.

Article 50

The Company may by ordinary resolution:-

- (i) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (iii) 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 or 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
- (iv) 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 canceled.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Article 51

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.

TRANSFER OF SECURITIES

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

Article 24

Subject to these Articles, the Central Depositories Act and the Rules (with respect to transfer of deposited security), any member may transfer all or any of his shares by instrument in writing in the form prescribed and approved by The Exchange or the Registrar of Companies. The instrument shall be executed by or on behalf of the transferor and transferee and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof. The transfer of any securities or class of securities of the Company, shall be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of securities.

Article 25

The instrument of transfer must be left for registration at the Office together with such fee as the Directors may from time to time determine not exceeding Ringgit Three (RM3/-) per transfer or such other sum as may from time to time be permitted by The Exchange plus the amount of the proper duty payable under any law for the time being in force relating to stamps accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the Directors by these Articles register the transferee as a shareholder and retain the instrument of transfer. There shall be no restriction on the transfer of fully paid securities except where required by law.

Article 26

- (1) The Directors may in their absolute discretion without assigning any reason therefor decline to register any transfer of shares not fully paid up.
- (2) Without limiting the generality of Article 26(1) hereof, the Directors may decline to register the transfer of any share if in their opinion such transfer is made to an individual who or to a corporation or any other legal entity which will hold the shares as a nominee unless such transfer shall be accompanied by a declaration by the transferee as to the person entitled to the beneficial interest thereof.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (3) Neither the Company nor the 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 the Directors or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although transferred, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of 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 assignees 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 hereto.

Article 27

If the Directors decline to register any transfer pursuant to Article 26 hereof they shall within ten (10) market days after the date on which the transfer was lodged with the Company send to the transferor and to the transferee notice of the refusal, stating the precise reasons thereof.

Article 28

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 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. A notice shall be given to the Central Depository in accordance with the Rules to prepare the appropriate Record of Depositors provided that where the Record of Depositors is required in respect of corporate actions at least seven (7) market days prior notice shall be given to the Central Depository.

Article 29

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.

Second Board Listing Requirements

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

Section 9.5(A) - Transfer of Securities

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 of the Central Depository and, notwithstanding sections 103 and 104 of the Companies Act 1965, but subject to sub-section 107C (2) of the Companies Act, 1965 and any exemption that may be made from compliance with sub-section 107C (1) of the Companies Act, 1965, the company shall be precluded from registering and affecting any transfer of securities.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Section 9.5(B) - 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 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.

(2) For the avoidance of doubt, no company which fulfills the requirements of paragraphs (a) and (b) of Section 9.5(B) (1) shall allow any transmission of securities from the Malaysian Register in to the Foreign Register.

Companies Act, 1965

The provisions within the Companies Act, 1965 on the transferability of securities and restrictions on their free transferability 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 of 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.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

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 this section, the transfer of any securities or class of securities of a company whose securities of 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.

Rules of the MCD

The rules within the MCD on the transferability of securities and restrictions on their free transferability 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

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

Rule 9.03(2)

It shall be the responsibility of the authorised depository agent, in processing the transfer between 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 documents 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);

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (c) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved 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 provisions of the Malaysian Code on Takeovers and Mergers 1987;
 - (v) any other circumstances as deemed fit by the Central Depository after consultation with the SC.
- (d) documents to support the reason for the transfer;
- (e) such other accompanying documents duly processed in such manner as the Central Depository may from time to time determine in the Procedures Manuals.

REMUNERATION OF DIRECTORS

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

Article 86

- (1) 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) Fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
 - (b) 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;
 - (c) 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 fees of the latter.
- (2) Salaries payable to Directors who hold an executive office in the Company may not include a commission on or percentage on turnover.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Article 87

- (1) The Directors shall be paid all their travelling 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 Board Meetings of the Company.
- (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 Company in general meeting and such remuneration may be either in addition to or in substitution for his share in the remuneration from time to time provided for the Directors.

VOTING AND BORROWING POWERS OF DIRECTORS

The provisions in the Company's Articles of Association dealing with voting powers of the Directors in proposals, arrangements and contracts in which they are interested are as follows :-

Article 89

The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Act, and to such resolutions, being not inconsistent with these Articles or the provisions of the Act as may be prescribed by the Company in general meeting but no resolution made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that resolution had not been made.

Article 90

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 an 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 Section 132E 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.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Article 106

Every Director shall comply with the provisions of Sections 131 and 135 of the Act in connection with the disclosure of his shareholding and interests in the Company and his interest in any contract or proposed contract with the Company and in connection with the disclosure, every Director shall state the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly duties or interests might be created in conflict with his duty or interest as a Director of the Company.

Article 107

A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly personal interest (and if he shall do so his vote shall not be counted), nor shall it be counted for the purpose of any resolution regarding the same, in the quorum present at the meeting.

Article 108

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 any decision is taken upon any contract or arrangement in which he is in any way interested.

Article 109

A Director may vote in respect of:-

- (i) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company;
- (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 or any other Director 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 the Director himself or any other Director to subscribe for or underwrite shares or debentures of the Company.

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

Article 91

- (1) The Directors may exercise all the powers of the Company to borrow 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 its related companies within the definition of Section 6 of the Act.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (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.

11.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the section "Corporate Information" of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) None of the Directors have any existing or proposed service contract with the Company or any of its subsidiary, excluding contracts expiring, or determinable by the employing company without payments or compensation (other than statutory 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 or is a partner or any corporation of which he was or is an executive officer;
- (b) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
- (c) the subject of any order, judgement or ruling of any court, tribunal or governmental 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 or engaging in any type of business practice or activity.
- (v) For the financial year ended 31 May 1999, the remuneration paid to the Directors of Spritzer for services in all capacities to the Company and its subsidiaries was RM654,991. For the current financial year ending 31 May 2000, the amount payable to the Directors of Spritzer is estimated to be approximately RM700,000.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (vi) Save as disclosed hereunder, 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 and its subsidiary companies and which is not quoted on a recognised stock exchange:

Name of Directors/substantial shareholders of Spritzer	Name of Company	Nature of Business	Nature of interest
Lim A Heng @ Lim Kok Cheong, JP	Yee Lee Oils & Foodstuffs (Singapore) Pte Ltd	Trading of consumer products	Director and deemed substantial shareholder by virtue of his deemed substantial shareholding in YLO
	Unipon Enterprise Sdn Bhd	Trading of Plastic Products	Substantial shareholder (80% direct)
Lam Sang	Unipon Enterprise Sdn Bhd	Trading of Plastic Products	Director and Substantial Shareholder (20% direct)
YLO	Yee Lee Oils & Foodstuffs (Singapore) Pte Ltd	Trading of Consumer products	Holding company (91.2% direct)

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (vii) According to the Register of Substantial Shareholders of Spritzer as at 10 July 2000, the substantial shareholders of Spritzer and their respective direct and indirect interest in the shares of the Company before and after the Public Issue and Offer for Sale are as follows:

Substantial shareholders	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares	%	Indirect No. of shares	%
TWC	2,761,678	8.0	-	-	2,200,000	4.5	-	-
YLH	7,987,805	23.0	2,761,678 (a)	8.0	6,402,000	13.1	2,200,000(a)	4.5
YLC	10,416,869	30.0	-	-	9,312,000	19.0	-	-
CSR	2,046,402	5.9	-	-	1,496,000	3.1	-	-
YLO	-	-	21,166,352 (b)	61.0	-	-	17,914,000(b)	36.6
Unikampar Credit & Leasing Sdn Bhd	-	-	21,166,352 (c)	61.0	-	-	17,914,000(c)	36.6
Yeleta Holdings Sdn Bhd	-	-	21,166,352 (d)	61.0	-	-	17,914,000(d)	36.6
Young Wei Holdings Sdn Bhd	-	-	21,166,352 (e)	61.0	-	-	17,914,000(e)	36.6
Lim A Heng @ Lim Kok Cheong, JP*	3,003,010	8.7	23,212,754 (f)	66.8	1,975,000	4.0	19,410,000(f)	39.6
Chua Shok Tim @ Chua Siok Hoon	-	-	26,215,764 (g)	75.5	-	-	21,385,000 (g)	43.6
Lim Kok Boon*	2,919,952	8.4	2,046,402 (h)	5.9	1,961,000	4.0	1,496,000(h)	3.1
Lim Kong Chuan*	106,531	0.3	2,046,402 (h)	5.9	87,000	0.2	1,496,000 (h)	3.1
Lam Sang	1,339,309	3.9	-	-	1,028,000	2.1	-	-
Huang Meng Hong @ Fong Chan Shong	1,004,431	2.9	-	-	824,000	1.7	-	-
Mohd Adhan Bin Kechik, SMK	270,000	0.8	-	-	6,431,250(i)	13.1	-	-
Lembaga Tabung Haji	-	-	-	-	4,166,250(j)	8.5	-	-
Permodalan Nasional Berhad	-	-	-	-	3,000,000(k)	6.1	-	-
Nik Mohamad Pena Bin Nik Mustapha	-	-	-	-	1,102,500(l)	2.3	-	-

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- a) *Deemed interest through 100% shareholding in TWC.*
 - b) *Deemed interest by virtue of substantial shareholding in YLH and YLC.*
 - c) *Deemed interest by virtue of substantial shareholding in YLO.*
 - d) *Deemed interest by virtue of substantial shareholding in Unikampar Credit & Leasing Sdn Bhd.*
 - e) *Deemed interest by virtue of substantial shareholding in Yeleta Holdings Sdn Bhd.*
 - f) *Deemed interest through substantial shareholding in Young Wei Holdings Sdn Bhd and CSR.*
 - g) *Deemed interest by virtue of substantial shareholding in Young Wei Holdings Sdn Bhd, deemed substantial shareholding in CSR and by virtue of being the spouse to Lim A Heng @ Lim Kok Cheong, JP.*
 - h) *Deemed interest through his substantial shareholding in CSR.*
 - i) *270,000 shares are existing shares held prior to the Public Issue and Offer for Sale while 4,821,000 shares are allocated from the Offer for Sale and the balance of 1,340,250 shares are allocated from the Public Issue.*
 - j) *Allocated from the Public Issue.*
 - k) *Allocated from the Public Issue.*
 - l) *Allocated from the Public Issue.*
- * *Lim Kong Chuan is the father of Lim A Heng @ Lim Kok Cheong, JP and Lim Kok Boon.*

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

(viii) Information on Spritzer's existing corporate substantial shareholders are tabulated below :-

Company	Principal Activities	Directors	Substantial Shareholders	Direct No. of Shares as at 10 July 2000	%	Indirect No. of Shares as at 10 July 2000	%
TWC	Dealing in commodities of palm oil and investment holding	1. Thang Lai Sung 2. Lee Kon Cheng	1. YLH 2. YLO 3. Unikampar Credit & Leasing Sdn Bhd 4. Yeleta Holdings Sdn Bhd 5. Young Wei Holdings Sdn Bhd 6. Lim A Heng @ Lim Kok Cheong, JP 7. Chua Shok Tim @ Chua Siok Hoon	265,000	100.0	265,000 (1) 265,000 (2) 265,000 (3) 265,000 (4) 265,000 (5) 265,000 (6)	- 100.0 100.0 100.0 100.0 100.0 100.0
YLH	Investment holding	1. Lim A Heng @ Lim Kok Cheong, JP 2. Chua Shok Tim @ Chua Siok Hoon 3. Thang Lai Sung	1. YLO 2. Unikampar Credit & Leasing Sdn Bhd 3. Yeleta Holdings Sdn Bhd 4. Young Wei Holdings Sdn Bhd 5. Lim A Heng @ Lim Kok Cheong, JP 6. Chua Shok Tim @ Chua Siok Hoon	6,000,000	100.0	6,000,000 (2) 6,000,000 (3) 6,000,000 (4) 6,000,000 (5) 6,000,000 (6)	- 100.0 100.0 100.0 100.0
YLC	Investment holding	1. Y.Bhg. Dato (Dr) Haji Mohd Ishak Bin Hj. Mohd Ariff, DSPN, JSM, DJN, SMS, KMN, PPT, PIK @ Lim Kok Cheong, JP 2. Chok Hooa @ Chok Yin Fatt, PMP 3. Thang Lai Sung 4. Chua Chee Seng, KMN, PPN 5. Encik Mohd Adhan Bin Kechik, SMK 7. Lee Kee Hong 8. Y.Bhg. Dato' Ang Phaik Chin @ Ang Peck Chin, DPTS, KMN, AMN, PIS	1. YLO 2. Unikampar Credit & Leasing Sdn Bhd 3. Yeleta Holdings Sdn Bhd 4. Young Wei Holdings Sdn Bhd 5. Lim A Heng @ Lim Kok Cheong, JP 6. Chua Shok Tim @ Chua Siok Hoon 7. Lembaga Tabung Haji 8. Kuan Peng Ching @ Kuan Peng Soon 9. Osterreichische Volksbanken AG	19,315,000 - - 55,000 18,000 5,352,000 913,000 838,000	51.4 - - 0.15 0.05 14.2 2.4 2.2	19,315,000 (2) 19,315,000 (3) 19,315,000 (4) 19,333,000 (5) 19,370,000 (6) - - -	- 51.4 51.4 51.4 51.5 51.6 - - -

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Company	Principal Activities	Directors	Substantial Shareholders	Direct No. of Shares as at 10 July 2000	%	Indirect No. of Shares as at 10 July 2000	%
CSR	Investment holding	<ol style="list-style-type: none"> Lim A Heng @ Lim Kok Cheong, JP Lim Kok Boon Lim Kong Chuan 	<ol style="list-style-type: none"> Lim A Heng @ Lim Kok Cheong, JP Lim Kok Boon Lim Kong Chuan Chua Shok Tim @ Chua Siok Hoon 	100,000 200,000 200,000 -	20.0 40.0 40.0 -	- - - 200,000 (7)	- - - 20.0
		1) Deemed interest through 100% shareholding in YLH.					
		2) Deemed interest by virtue of substantial shareholding in YLO.					
		3) Deemed interest by virtue of substantial shareholding in Unikampar Credit & Leasing Sdn Bhd.					
		4) Deemed interest by virtue of substantial shareholding in Yeleta Holdings Sdn Bhd.					
		5) Deemed interest by virtue of substantial shareholding in Young Wei Holdings Sdn Bhd and by virtue of being the spouse to Chua Shok Tim @ Chua Siok Hoon.					
		6) Deemed interest by virtue of substantial shareholding in Young Wei Holdings Sdn Bhd, and by virtue of being the spouse to Lim A Heng @ Lim Kok Cheong, JP.					
		7) Deemed interest by virtue of being the spouse to Lim A Heng @ Lim Kok Cheong, JP.					

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (ix) Based on the Register of Directors' Shareholdings as at 10 July 2000 (being the last practicable date prior to the printing of this Prospectus), the direct and indirect interests of the Directors, in the issued and paid-up share capital of the Company before and after the Public Issue and Offer for Sale are as follows:-

Directors	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares	%	Indirect No. of shares	%
Lim A Heng @ Lim Kok Cheong, JP*	3,003,010	8.7	23,212,754 (a)	66.8	1,975,000	4.0	19,410,000(a)	39.6
Lim Kok Boon *	2,919,952	8.4	2,046,402 (b)	5.9	1,961,000	4.0	1,496,000(b)	3.1
Dr Chuah Chaw Teo	180,123	0.5	-	-	147,000	0.3	-	-
Mohd Adhan Bin Kechik, SMK	270,000	0.8	-	-	6,431,250	13.1	-	-
Lim Kong Chuan *	106,531	0.3	2,046,402 (b)	5.9	87,000	0.2	1,496,000(b)	3.1
Nik Mohamad Pena Bin Nik Mustapha	-	-	-	-	1,102,500	2.3	-	-

a) Deemed interest through substantial shareholding in Young Wei Holdings Sdn Bhd and CSR.

b) Deemed interest through his substantial shareholding in CSR.

* Lim Kong Chuan is the father of Lim A Heng @ Lim Kok Cheong, JP and Lim Kok Boon.

- (ix) Save as disclosed below, none of the Directors or experts has any interest, direct or indirect, in the promotion of or in any assets which have, within the two preceding years of the date of the Prospectus, been acquired or proposed to be acquired or disposed or proposed to be disposed of by or leased or proposed to be leased to the Company or its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Company and its subsidiaries taken as a whole.

(a) On 31 May 2000, CS completed the disposal of JRSB to CSR.

(b) On 23 June 2000 Spritzer completed the following acquisitions:-

- i) The entire issued and paid-up share capital of CS comprising 10,000,000 Shares for a purchase consideration of RM38,847,944 satisfied by the issuance of 20,291,538 new Shares in the capital of Spritzer valued at approximately RM1.723 per share and RM3,884,794 in cash.
- ii) The entire issued and paid-up share capital of GPI comprising 5,200,000 shares in the capital of GPI for a purchase consideration of RM22,507,085 satisfied by the issuance of 11,756,178 new Shares in the capital of Spritzer valued at approximately RM1.723 share and RM2,250,708 in cash.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- iii) The entire issued and paid-up share capital of CSC comprising 450,000 shares in the capital of CSC for a purchase consideration of RM3,757,347 satisfied by the issuance of 1,962,584 new Shares in the capital of Spritzer valued at approximately RM1.723 share and RM375,735 in cash.
 - iv) The entire issued and paid-up share capital of PM comprising 500,000 shares in the capital of PM for a purchase consideration of RM814,998 satisfied by the issuance of 425,700 new Shares in the capital of Spritzer valued at approximately RM1.723 share and RM81,500 in cash.
- (c) On 9 September 1999, Spritzer Group signed Conditional Deed of Assignments in respect of:-
- i) Product distribution rights for “Spritzer” water given by CS to YLT in consideration of the transfer of the “Spritzer” trademark from YLT to CS.
 - ii) Product distribution rights for “MorningKiss” toothbrushes given by GPI to YLT in consideration of the transfer of the “MorningKiss” trademark from YLT to GPI.

The interests of the Directors and substantial shareholders of the Company in the aforesaid transactions are as follows:-

Name	Nature of Interest
TWC	1. Substantial shareholder of CS.
YLH	1. Substantial shareholder of CS, PM and TWC. 2. Deemed substantial shareholder of JRSB.
YLC	1. Substantial shareholder of GPI and YLT.
CSR	1. Shareholder of CS and substantial shareholder of CSC. 2. Purchaser of JRSB.
YLO	1. Substantial shareholder of YLC and YLH. 2. Deemed substantial shareholder of CS, TWC, PM, GPI, JRSB and YLT.
Unikampar Credit & Leasing Sdn Bhd, Yeleta Holdings Sdn Bhd and Young Wei Holdings Sdn Bhd	1. Deemed substantial shareholders of YLC, YLH, CS, TWC, PM, GPI, JRSB and YLT.
Lim A Heng @ Lim Kok Cheong, JP	1. Substantial shareholder of CS and CSR. 2. Deemed substantial shareholder of YLH, TWC, YLC, PM, GPI, CSC, JRSB and YLT. 3. Director of YLH, YLC, CSR and YLT.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

Name	Nature of Interest
Chua Shok Tim @ Chua Siok Hoon	<ol style="list-style-type: none"> 1. Director of YLH and JRSB. 2. Deemed substantial shareholder of YLC, CS, CSR, YLH, TWC, PM, GPI, CSC, JRSB and YLT.
Lim Kok Boon	<ol style="list-style-type: none"> 1. Substantial shareholder of CS and CSR. 2. Deemed substantial shareholder of CSC. 3. Director of CS, PM, CSR, JRSB and CSC.
Lim Kong Chuan	<ol style="list-style-type: none"> 1. Shareholder of CS and substantial shareholder of CSR. 2. Deemed substantial shareholder of CSC. 3. Director of CS, CSR and CSC.
Dr. Chuah Chaw Teo	<ol style="list-style-type: none"> 1. Shareholder of CS and YLC. 2. Director of PM and GPI.
Lam Sang	<ol style="list-style-type: none"> 1. Substantial shareholder of GPI 2. Director of PM and GPI.
Huang Meng Hong @ Fong Chan Shong	<ol style="list-style-type: none"> 1. Shareholder of CS.
Mohd Adhan Bin Kechik, SMK	<ol style="list-style-type: none"> 1. Director and shareholder of YLC.
Lembaga Tabung Haji	<ol style="list-style-type: none"> 1. Substantial shareholder of YLC.
Nik Mohamad Pena Bin Nik Mustapha	<ol style="list-style-type: none"> 1. Shareholder of YLC.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

11.4 General

- (i) The nature of the Group's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act 1965 are disclosed in the section "Information on the Spritzer Group" of this Prospectus.
- (ii) The time of the opening of the Application Lists is set out in the section "Procedures for Application and Acceptance" of this Prospectus.
- (iii) The amount payable in full on application is RM1.70 per Share.
- (iv)
 - (1) Underwriting fees are payable by the Company to the Managing Underwriter and Underwriters mentioned in the section "Corporate Information" of this Prospectus at the rate of 1.75% of the Public Issue/Offer price of RM1.70 per Share on the 3,743,000 Issue Shares to be issued to the Malaysian Public and the 912,000 Issue Shares to be allocated to eligible employees of Spritzer Group, being underwritten;
 - (2) Brokerage at the rate of 1% of the Public Issue/Offer price of RM1.70 per Share is payable by the Company (in respect of the Issue Shares) and Offerors (in respect of the Offer Shares) in respect of successful applications bearing the stamp of Arab-Malaysian, member companies of the KLSE, members of the Association of Merchant Banks in Malaysia, members of the Association of Banks in Malaysia or MIH; and
 - (3) Expenses incidental to the listing and quotation of the entire issued and paid-up share capital of the Company on the Second Board of KLSE amounting to approximately RM1,200,000 will be borne by the Company.
- (v) Save as disclosed in paragraph (iv), no commission, discount, brokerage or other special terms have been paid, granted or are payable by the Company or its subsidiaries within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company or its subsidiaries and no Director, proposed Director, promoter or expert is or are entitled to receive any such payment.
- (vi) No amount or benefit has been paid or given within the two(2) years preceding the date hereof, nor is it intended to be so paid or given, to any promoter.
- (vii) The Spritzer Group has not established a place of business outside Malaysia except for the appointment of agents overseas.
- (viii) Except as disclosed of this Prospectus in Section 2 "Investment Considerations", the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of the Group.
- (ix) Except as disclosed in this Prospectus in Section 2 "Investment Considerations", the financial conditions and operations of the Group are not affected by any of the following:-
 - (a) 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;

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- (b) Material commitments for capital expenditure;
- (c) Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations; and
- (d) Known trends or uncertainties that have or that the Group reasonably expects to have a materially favourable or unfavourable impact on its revenues or operating income.

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

- (x) As at the date of this Prospectus, the Company and its subsidiaries have no convertible debt securities.
- (xi) The name and address of the Auditors and Reporting Accountants are as set out in the section "Corporate Information" of this Prospectus.
- (xii) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in the section "Procedure for Application and Acceptance" of this Prospectus.

11.5 Material Contracts

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

- i) Underwriting Agreement dated 28 June 2000 between the Company and the Managing Underwriter and Underwriters for the underwriting of the 3,743,000 Issue Shares to be issued to the Malaysian Public and the 912,000 Issue Shares to be allocated to eligible employees of Spritzer Group for an underwriting commission of 1.75% of the Public Issue price of RM1.70 per Share.
- ii) A Conditional Share Sale and Purchase Agreement dated 22 May 2000 in respect of the acquisition of the entire issued and paid-up share capital of CS comprising 10,000,000 Shares for a purchase consideration of RM38,847,944 satisfied by the issuance of 20,291,538 new Shares in the capital of Spritzer credited as fully paid and RM3,884,794 in cash. Acquisition was completed on 23 June 2000.
- iii) A Conditional Share Sale and Purchase Agreement dated 22 May 2000 in respect of the acquisition of the entire issued and paid-up share capital of GPI comprising 5,200,000 Shares for a purchase consideration of RM22,507,085 satisfied by the issuance of 11,756,178 new Shares in the capital of Spritzer credited as fully paid and RM2,250,708 in cash. Acquisition was completed on 23 June 2000.
- iv) A Conditional Share Sale and Purchase Agreement dated 22 May 2000 in respect of the acquisition of the entire issued and paid-up share capital of CSC comprising 450,000 Shares for a purchase consideration of RM3,757,347 satisfied by the issuance of 1,962,584 new Shares in the capital of Spritzer credited as fully paid and RM375,735 in cash. Acquisition was completed on 23 June 2000.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

- v) A Conditional Share Sale and Purchase Agreement dated 22 May 2000 in respect of the acquisition of the entire issued and paid-up share capital of PM comprising 500,000 Shares for a purchase consideration of RM814,998 satisfied by the issuance of 425,700 new Shares in the capital of Spritzer credited as fully paid and RM81,500 in cash. Acquisition was completed on 23 June 2000.
- vi) A Conditional Deed of Assignment dated 9 September 1999 in respect of product distribution rights and the transfer of "Spritzer" Trademark between CS (assignee) and YLT (assignor).
- vii) A Conditional Deed of Assignment dated 9 September 1999 in respect of product distribution rights and the transfer of "MorningKiss" Trademark between GPI (assignee) and YLT (assignor).

11.6 Public Take-Overs

During the last financial year and the current financial year, there were:-

- (i) No public take-over offers by third parties in respect of the Company and its subsidiaries' shares.
- (ii) No public take-over offers by the Spritzer Group in respect of other companies' shares.

11.7 Material Litigation

Neither Spritzer nor any of its subsidiaries are engaged in any litigation, either as plaintiff or defendant, which has material effect on the financial position of Spritzer 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 financial position or the business of the Company or any of its subsidiaries.

11.8 Consents

- (i) The written consents of the Adviser and Managing Underwriter, Underwriters, Solicitors, Principal Bankers, Registrars, Issuing House and ACNielsen to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letters relating to the Profit Estimate and Forecast for the financial years ending 31 May 2000 and 31 May 2001 respectively and Proforma Consolidated Balance Sheets 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 name, letter and report relating to the value of the properties owned by the Spritzer Group and in the form and context in which they appear has been given before the issue of this Prospectus and have not been subsequently withdrawn.

11. STATUTORY AND GENERAL INFORMATION (CONT'D)

11.9 Documents for Inspection

Copies of the following documents may be inspected at the registered office of the Company during office hours for a period of six (6) months from the date of this Prospectus:-

- (i) Memorandum and Articles of Association of Spritzer and its subsidiary companies;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the Profit Estimate and Forecast for the financial years ending 31 May 2000 and 31 May 2001 and Proforma Consolidated Balance Sheets as included herein;
- (iv) The material contracts referred to in section 11.5 of this Prospectus;
- (v) The letters of consent referred to in section 11.8 of this Prospectus;
- (vi) Audited accounts of Spritzer for the past five (5) financial years ended 31 May 1999 and the eight (8) months ended 31 January 2000;
- (vii) Audited accounts of CS for the past five (5) financial years ended 31 May 1999 and the eight (8) months ended 31 January 2000;
- (viii) Audited accounts of GPI for the past five (5) financial years ended 31 December 1998 and the thirteen (13) months ended 31 January 2000;
- (ix) Audited accounts of CSC for the past five (5) financial years ended 31 May 1999 and the eight (8) months ended 31 January 2000;
- (x) Audited accounts of PM for the past five (5) financial years ended 31 May 1999 and the eight (8) months ended 31 January 2000; and
- (xi) Valuation Reports and letter from Colliers Jordan Lee & Jaafar Sdn Bhd referred to in Section 9 of this Prospectus.

11.10 Responsibility

- (i) Arab-Malaysian acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Offer, Issue and the Group, and is satisfied that the consolidated profit estimate and forecast for the financial years ended/ending 31 May 2000 and 31 May 2001 which the Directors of the Company are solely responsible have been stated by the Directors of the Company after due and careful inquiry.
- (ii) This Prospectus has been seen and approved by the Directors of the Company and Offerors 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 material facts the omission of which would make any statement herein misleading.