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## 15. STATUTORY AND GENERAL INFORMATION

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### 15.1 Share Capital

- (a) No ordinary shares will be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (b) There are no founder, management or deferred shares in the Company.
- (c) As at the date of this Prospectus, 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.
- (d) Save for the 2,430,000 ordinary shares of RM1.00 each reserved for the eligible Directors, employees, suppliers and customers of the Group, pursuant to this Prospectus, there are at present no other schemes involving the employees in the share capital of the Company or its subsidiaries.
- (e) As at the date of this Prospectus, none of the capital of the Company or any of its subsidiaries is under any option or agreed conditionally or unconditionally to be put under any option.
- (f) Save as disclosed in Sections 5.2 and 5.6 of this Prospectus, no shares, stocks or debentures in the Company or its subsidiaries have been issued or are proposed to be issued as partly or fully paid-up for cash or otherwise than in cash within the two (2) years preceding the date of this Prospectus.

### 15.2 Articles Of Association

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

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

#### 1. Remuneration of Directors

##### Article 103

The fees of the Directors shall be such fixed sum as shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office Provided Always that:-

- (a) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;
- (b) salaries payable to executive Directors may not include a commission on or percentage of turnover;

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

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- (c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting; and
- (d) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

**Article 104**

- (1) The Directors shall be entitled to be reimbursed for all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.
- (2) If by arrangement with the Director, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing 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 Directors may pay him special remuneration, in addition to his Director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged.

**Article 138**

The remuneration of the Managing Director and the Deputy Managing Director may subject to the terms of any agreement entered into any particular case, be by way of salary but such remuneration shall not include a commission on or percentage of turnover but it may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement.

**2. Voting and Borrowing Powers of Directors and how such borrowing powers can be varied**

The provisions in the Articles of Association of the Company dealing with 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 borrowings powers can be varied are as follows:-

**Article 107**

Subject to the Act, 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 the main undertaking or property of the Company, as defined in the Act; or
- (b) exercise any power of the Company to issue shares unless otherwise permitted under the Act; or
- (c) enter into any arrangement or transaction with a Director or a director of the holding company of the 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 a requisite value as defined in the Act.

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

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**Article 108**

- (1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, 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 of any related third party. Provided Always that nothing contained in these Articles shall authorize the Directors to borrow any money or mortgage or charge any of the Company's 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.
- (2) The Directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 108 of the Act in regard to the registration of mortgages and charges therein specified and otherwise.
- (3) If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

**Article 110**

The Directors may from time to time, and at any time, by power of attorney, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (including power to sub-delegate but not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as the Directors may from time to time think fit, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with any such attorney as the Directors think fit.

**Article 112**

A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company with regard to his tenure of any such office or place of profit in any other respect nor shall any such contract, or any contract or arrangement entered into by or on behalf of any company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established provided always that Sections 131 and 132E and all other relevant provisions of the Act and these Articles are complied with.

**Article 129**

No Director shall vote in respect of any contract or arrangement in which he has directly or indirectly a personal interest, and if he should do so his vote shall not be counted.

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

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**Article 130**

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

**Article 132**

A Director may be or become Director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise, or any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such corporation, unless the Company otherwise directs at the time of his appointment. The Director may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as Directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them Directors or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or is about to be appointed a Director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

**3. Changes in the Capital and Variation of Class Rights**

The provisions in the Articles of Association of the Company as to changes in capital and variation of class rights which are not less stringent than those provided in the Companies Act, 1965 are as follows:-

**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 the written law and to the conditions, restrictions and limitations expressed in these Articles and to the provisions of any resolution of the Company, and subject to the prior approval of the members of the Company, the Directors may allot, grant options over or otherwise dispose of the unissued share capital of the Company to such persons, at such time and on such terms and conditions, with such preferred or deferred or other special rights as they think proper, PROVIDED ALWAYS THAT:-

- (a) no shares shall be issued at a discount except in compliance with the provisions of the Act;
- (b) no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the members in general meeting;

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

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- (c) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles;
- (d) every issue of shares or options to employees and/or Directors shall be approved by the members in general meeting and:-
  - (i) such approval shall specifically detail the number of shares or options to be issued to such employees and/or Directors; and
  - (ii) only Directors holding office in an executive capacity shall participate in such an issue of shares or options Provided Always that a Director not holding office in an executive capacity may so participate in an issue of shares pursuant to a public offer or a public issue; and
- (e) 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 cent (5%) of the nominal amount of the share.

**Article 5**

Without prejudice to any special rights previously conferred on the holders of any share or class of shares already issued, but subject to the Act and these Articles, any shares in the Company (whether forming part of the original capital or not) may be issued or have attached thereto such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine provided that:-

- (a) the total nominal value of preference shares issued shall not exceed the total nominal value of the issued ordinary shares at any time;
- (b) the holders of preference shares shall have the same rights as the holders of ordinary shares and must be entitled to a right to vote in each of the following circumstances:-
  - (i) when the dividend or part of the dividend on the share is in arrears for more than six (6) months;
  - (ii) on a proposal to reduce the Company's share capital;
  - (iii) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
  - (iv) on a proposal that affects rights attached to the share;
  - (v) on a proposal to wind up the Company; and
  - (vi) during the winding up of the Company.
- (c) the Company shall not unless with the consent of the existing preference shareholders at a class meeting or pursuant to Article 18 hereof issue further preference capital ranking in priority above preference shares already issued but may issue preference shares ranking equally therewith.

Subject to the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed. A holder of a preference share must be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up. A holder of a preference share must be entitled to the same rights as a holder of an ordinary share in relation to receiving notices, reports and audited accounts and attending meetings.

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

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**Article 6**

The Company shall not give whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company, nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding company, but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 67(2) of the Act.

**Article 12**

Subject to and in accordance with the Act, the Companies Regulations 1966 and the rules and the requirements of the Exchange, the Central Depository the Securities Commission and any other relevant authorities, the Company shall have the power to purchase its own shares.

**Article 7**

In addition to all other powers of paying commissions, the Company (or the Board on behalf of the Company) may exercise the powers conferred by Section 58 of the Act of applying its shares or capital moneys in paying commissions to persons subscribing or procuring subscriptions for shares of the Company, or agreeing so to do whether absolutely or conditionally, 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 shall not exceed ten per cent (10%) of the price at which the shares in respect whereof the commission is paid are issued or an amount equivalent thereto. The Company (or the Board on behalf of the Company) may also on any issue of the shares pay such brokerage as may be lawful.

**Article 8**

Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the condition and restrictions mentioned in Section 69 of the Act, and may charge the same to capital as part of the cost of construction of the works, buildings or plant.

**Article 9**

The Company shall duly observe and comply with the provisions of the Act and the Listing Requirements of the Kuala Lumpur Stock Exchange from time to time prescribed by the Exchange applicable to any allotment of its shares.

**Article 11**

The Company may apply to the Exchange for waiver of the convening of an extraordinary general meeting to obtain shareholders' approval for further issues of shares (other than bonus or rights issue) where:-

- (a) in accordance with the provisions of Section 132D of the Act there is still in effect a resolution approving the issuance of shares by the Company; and
- (b) the aggregate issues of which in any one financial year (other than by way of bonus or rights issues) do not exceed ten per cent (10%) of the issued capital of the Company.

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


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**Article 54**

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 may direct in the resolution authorizing such increase.

**Article 56**

Except so far as otherwise provided by the condition of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company. All new shares shall be subject to the provisions herein contained with reference to allotments, the payment of calls and installments, transmissions, forfeiture, lien or otherwise and shall also be subject to the Rules.

**4. Transfer of Securities**

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

**Article 40**

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

**Article 41**

(1) Where:-

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

the Company shall, upon request by 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.
- (2) For the avoidance of doubt, no company which fulfils the requirements of paragraphs (a) and (b) of Article 41(1) shall allow any transmission of securities from Malaysian Register into the Foreign Register.

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

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**Article 42**

The Central Depository may in its absolute discretion, refuse to register any transfer that does not comply with the Central Depository Act and the Rules.

**Article 43**

The registration of transfers may be suspended at such time and for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. At least eighteen (18) Market Days' notice or such other period of notice as may be permitted by the Exchange, of such closure shall be given to the Exchange stating the period and the purpose or purposes of such closure. In relation to such closure of the Company shall give notice, in accordance with the Rules, to the Central Depository to prepare appropriate Record of Depositors.

**Article 44**

Nothing in these Articles shall preclude the Directors from recognizing a renunciation of the allotment of any share by the allottee in favor of some other person.

**Article 45**

All transfer of securities deposited with a central depository, including but not limited to the Deposited Security, shall be in compliance with the relevant laws and rules.

**15.3 Directors and Major Shareholders**

- (a) The names, addresses and occupations of the Directors of the Company are set out in Section 1 of this Prospectus.
- (b) A Director is not required to hold any qualification shares in the Company or its subsidiary companies unless otherwise so decided by the Company in a general meeting.
- (c) As at the date of this Prospectus, none of the existing Directors of the Company has any existing or proposed service contracts with the Company or any of its subsidiary companies.
- (d) For the FY ended 31 December 2000, remunerations and fees amounting to RM1,064,040 were paid to the Directors of Pin-Wee for services rendered to the Pin-Wee Group. For the FY ended/ending 31 December 2001 and 31 December 2002, the amounts to be paid to the Directors for services rendered to the Pin-Wee Group are estimated to be RM1.237 million and RM1.700 million respectively.
- (e) No Director, senior executive officer or person nominated to become a Director or senior executive officer is or was involved in the following events:
  - (i) a petition under any bankruptcy laws filed against such person or any partnership in which he was or is a partner or any corporation of which he was or is a Director or senior executive officer;
  - (ii) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or



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

- (iii) being the subject of any order, judgement or ruling of any court, tribunal or government body of competent jurisdiction permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.
- (f) Save as disclosed in Section 8.1, as at the date of this Prospectus, none of the Directors nor substantial shareholders of the Company has any interest, direct or indirect, in the promotion of or in any assets acquired or proposed to be acquired or disposed of or proposed to be disposed of by or leased or proposed to be leased to the Company or any of its subsidiary companies within the two (2) years preceding the date of this Prospectus.
- (g) Save as disclosed in Section 8.1, as at the date of this Prospectus, none of the Directors or the substantial shareholders is materially interested in any contract or arrangement which is significant in relation to the business of the Group.
- (h) None of the Directors or the substantial shareholders is interested directly or indirectly, in any business or company carrying on a similar trade as the Company and its subsidiary companies.
- (i) No option to subscribe for securities of the Company or any of its subsidiary companies was granted to or exercised by any Directors during the FY ended 31 December 2001.
- (j) According to the Register of Directors' Shareholdings as at 11 April 2002, the Directors' shareholdings in the Company before and after the Public Issue and Offer for Sale are as follows:

| Name  | Before Rights Issue, Public Issue and Offer for Sale |       |                           |       | After Rights Issue, Public Issue and Offer for Sale |       |                           |       |
|---|--|-------|---------------------------|-------|---|-------|---------------------------|-------|
|   | Direct   |       | Indirect                  |       | Direct  |       | Indirect                  |       |
|   | No. of Shares  | %     | No. of Shares             | %     | No. of Shares                                       | %     | No. of Shares             | %     |
| Siah Gim Eng  | 11,602,601   | 32.05 | 10,508,001 <sup>(1)</sup> | 29.03 | 11,409,370  | 23.41 | 10,380,438 <sup>(1)</sup> | 21.30 |
| Law Hooi Lean   | 10,508,001   | 29.03 | 11,602,601 <sup>(2)</sup> | 32.05 | 10,380,438  | 21.30 | 11,409,370 <sup>(2)</sup> | 23.41 |
| Chee Wai Hong   | 89,166   | 0.24  | -                         | -     | 106,003   | 0.22  | -                         | -     |
| Tan Seow Phor   | -  | -     | -                         | -     | 6,000   | 0.01  | -                         | -     |
| Dato' Ahmad bin<br>Haji Ibnihajar   | -  | -     | -                         | -     | 6,000   | 0.01  | -                         | -     |
| Haji Abdul Wahid<br>Bin Haji Azahari<br>Shaik Taufik Hj.<br>Shaik Yusoff<br>(Alternate Director to<br>Haji Abdul Wahid<br>bin Haji Azahari) | -  | -     | -                         | -     | 6,000   | 0.01  | -                         | -     |
| Ong Kim Nam   | -  | -     | -                         | -     | 6,000   | 0.01  | -                         | -     |
| Shamsuddin bin<br>Mohd Salleh   | -  | -     | -                         | -     | 6,000   | 0.01  | -                         | -     |

Notes:

- (1) Deemed interested by virtue of the shareholdings held by his wife, Madam Law Hooi Lean
- (2) Deemed interested by virtue of the shareholdings held by her husband, Mr Siah Gim Eng

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

- (k) Based on the Register of Substantial Shareholders as at 11 April 2002, the major shareholders (with 5% or more shareholding, direct and indirect) of the Company before and after Public Issue and Offer for Sale are as follows:

| Shareholder   | Nationality /<br>Place of<br>Incorporation | <-----Before Listing Scheme-----> |       |                                   |       |
|---|--|-----------------------------------|-------|-----------------------------------|-------|
|   |  | Direct<br>No. of<br>Shares Held   | %     | Indirect<br>No. of<br>Shares Held | %     |
| Siah Gim Eng  | Malaysian                                  | 13,015,523                        | 32.06 | 11,781,875 <sup>(1)</sup>         | 29.02 |
| Law Hooi Lean   | Malaysian                                  | 11,781,875                        | 29.02 | 13,015,523 <sup>(2)</sup>         | 32.06 |
| TCC   | Malaysia                                   | 5,550,437                         | 13.68 | -                                 | -     |
| Malaysian Technology Venture Two<br>(Agriculture) Sdn. Bhd. | Malaysia                                   | 4,060,019                         | 10.00 | -                                 | -     |
| TSY   | Malaysia                                   | -                                 | -     | 5,550,437 <sup>(3)</sup>          | 13.68 |
| Bank Pertanian Malaysia                                     | Malaysia                                   | -                                 | -     | 4,060,019 <sup>(4)</sup>          | 10.00 |
| Perbadanan Pembangunan Pertanian<br>Negeri Perak            | Malaysia                                   | -                                 | -     | 4,060,019 <sup>(4)</sup>          | 10.00 |
| Dato' Tan Ah Bah @ Tan Boon Pin                             | Malaysian                                  | -                                 | -     | 5,550,437 <sup>(5)</sup>          | 13.68 |

Notes:

- 1 Deemed interested by virtue of the shareholdings held by his wife, Madam Law Hooi Lean
- 2 Deemed interested by virtue of the shareholdings held by her husband, Mr Siah Gim Eng
- 3 Deemed interested by virtue of its substantial shareholdings in TCC
- 4 Deemed interested by virtue of their substantial shareholdings in Malaysian Technology Venture Two (Agriculture) Sdn. Bhd.
- 5 Deemed interested by virtue of his substantial shareholdings in TSY, a substantial shareholder in TCC and the shareholdings of his son and siblings in TCC

| Shareholder   | Nationality /<br>Place of<br>Incorporation | <-----After Listing Scheme-----> |       |                                   |       |
|---|--|----------------------------------|-------|-----------------------------------|-------|
|   |  | Direct<br>No. of<br>Shares Held  | %     | Indirect<br>No. of<br>Shares Held | %     |
| Siah Gim Eng  | Malaysian                                  | 11,409,370                       | 23.41 | 10,380,438 <sup>(1)</sup>         | 21.30 |
| Law Hooi Lean   | Malaysian                                  | 10,380,438                       | 21.30 | 11,409,370 <sup>(2)</sup>         | 23.41 |
| TCC   | Malaysia                                   | 4,872,027                        | 10.00 | -                                 | -     |
| Malaysian Technology Venture<br>Two (Agriculture) Sdn. Bhd. | Malaysia                                   | 4,060,019                        | 8.33  | -                                 | -     |
| TSY   | Malaysia                                   | -                                | -     | 4,872,027 <sup>(3)</sup>          | 10.00 |
| Bank Pertanian Malaysia                                     | Malaysia                                   | -                                | -     | 4,060,019 <sup>(4)</sup>          | 8.33  |
| Perbadanan Pembangunan<br>Pertanian Negeri Perak            | Malaysia                                   | -                                | -     | 4,060,019 <sup>(4)</sup>          | 8.33  |
| Dato' Tan Ah Bah @ Tan Boon Pin                             | Malaysian                                  | -                                | -     | 4,872,027 <sup>(5)</sup>          | 10.00 |

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

Notes:

- 1 Deemed interested by virtue of the shareholdings held by his wife, Madam Law Hooi Lean
- 2 Deemed interested by virtue of the shareholdings held by her husband, Mr Siah Gim Eng
- 3 Deemed interested by virtue of its substantial shareholdings in TCC
- 4 Deemed interested by virtue of their substantial shareholdings in Malaysian Technology Venture Two (Agriculture) Sdn. Bhd.
- 5 Deemed interested by virtue of his substantial shareholdings in TSY, a substantial shareholder in TCC and the shareholdings of his son and siblings in TCC

### 15.4 General Information

- (a) The nature of Pin-Wee's business is set out in Section 5 of this Prospectus. The names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 and their respective principal activities are set out in the same section of this Prospectus.
- (b) The time of the opening and closing of the Application Lists is set out in Section 16.1 of this Prospectus.
- (c) The amount payable in full on application in respect of the Public Issue and Offer for Sale is RM1.30 per ordinary share.
- (d) As at the date of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities.
- (e) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 16.2 of this Prospectus.
- (f) The names and addresses of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (g)
  - (i) Underwriting commission is payable to the Joint Managing Underwriters and Underwriters at the rate of 2.0% of the issue price of RM1.30 per ordinary share on the ordinary shares being underwritten which form the subject of this Prospectus.
  - (ii) Brokerage will be paid by the Company at the rate of 1.0% of the issue price of RM1.30 per ordinary share to the parties in the circumstances specified in Section 3.9 of this Prospectus.
  - (iii) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up capital of the Company on the Second Board of the KLSE amounting to approximately RM1,000,000 will be borne by the Company.
- (h) Save for item (g) above, no commission, discounts, brokerages or other special terms has been paid or is payable by the Company or its subsidiaries within the two (2) preceding years in connection with the issue or sale of any capital of the companies or any of its subsidiaries and no Director or proposed Director or promoter or expert is entitled to receive any such payment.
- (i) No amount or benefit has been paid or given within the two (2) preceding years from the date hereof nor is it intended to be so paid or given, to any promoter, save for any director's remuneration and benefits as disclosed in Section 6.3.4.
- (j) The Company and its subsidiaries have not established a place of business outside Malaysia.

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

- (k) Save as disclosed in the proforma consolidated profit estimate and forecast and assumptions of Pin-Wee Group, the Directors are not aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Company and its subsidiaries.
- (l) No property has been acquired or is proposed to be acquired by the Company or its subsidiary companies in contemplation of the Public Issue.
- (m) There is no present intention on the part of the Directors of the Company and its subsidiaries to issue any part of the authorised but unissued share capital of the Company other than the Public Issue, the subject matter of this Prospectus.
- (n) Save as disclosed in Section 5.3.3, Pin-Wee has not offered any securities by way of rights or allotted to the holders of the existing securities.
- (o) Save as disclosed in Sections 5.2, 5.6.1 and 5.6.2, there is no capital of the corporation or any of its subsidiaries, which has within 2 years immediately preceding the publication of the Prospectus been issued or is proposed to be fully or partly paid up otherwise than in cash and the consideration for which the same has been or is to be issued.
- (p) Save as disclosed in Sections 5.2, 5.6.1 and 5.6.2, there is no capital of the corporation or any of its subsidiaries, which has within 2 years immediately preceding the publication of the Prospectus been issued or is proposed to be issued for cash, the price and terms upon which the same has been or is to be issued and (if not already fully paid) the dates when any instalments are payable with the amount of all calls or instalments in arrears.

### 15.5 Material Contracts

Save as disclosed below, there are no contracts which are or may be material (not being contracts entered into 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:

#### **Pin-Wee**

- (i) On 22 March 2001, Pin-Wee entered into a supplementary agreement with Siah Gim Eng, Law Hooi Lean, TCC, Capital Intel Net Sdn. Bhd., Mazri Bin Mansor, BTVC and MTV-2A (collectively, “the vendors of shares in PW Farming”) to amend a Conditional Sale and Purchase Agreement dated 27 August 1999 made between Pin-Wee and the vendors of shares in PW Farming to include Chee Wai Hong as a vendor and for him to adhere to the terms of the Conditional Sale and Purchase Agreement dated 27 August 1999 and to vary the purchase consideration of the shares in PW Farming to RM13,175,025 to be satisfied by the issue and allotment of 10,785,790 new ordinary shares of RM1.00 each in Pin-Wee at an issue price of approximately RM1.22 per share.
- (ii) Underwriting Agreement signed between Pin-Wee and the Underwriters on 8 March 2002 for the underwriting of up to 5,331,000 ordinary shares of RM1.00 each including any shares not subscribed by the eligible employees, Directors, customers and suppliers of the Group under the Public Issue for an underwriting commission of 2.0% of the issue price of RM1.30 per ordinary share.

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


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**PW Feedmills**

- (i) PW Feedmills executed an agreement with the Director General of Inland Revenue dated 31 October 2000 whereby PW Feedmills agreed to pay the aggregate of RM1,240,000 being the undercharged tax for years of assessment 1991 to 1995 plus penalties to the Director General of Inland Revenue by way of an initial payment of RM865,000 and 25 instalments of RM15,000 each.

**PW Farming**

- (i) On 13 June 2000, PW Farming entered into an agreement with Kee Ah Moy @ Kee Chin Tong and Liew Ngoo Kim @ Loh Gnoh Kim, whereby Kee Ah Moy @ Kee Chin Tong and Liew Ngoo Kim @ Loh Gnoh Kim agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara No. H.S.(D) 346/96 P.T. No. 2224 Mukim Gurun Daerah Kuala Muda Kedah measuring approximately 6.8008 hectares at a purchase price of RM449,087.43 paid in cash.
- (ii) On 5 December 2000, PW Farming entered into an agreement with Teoh Seng Loon and Tan Yew Goh whereby Teoh Seng Loon and Tan Yew Goh agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Geran Besar No. 28391 Lot No. 5020 Mukim Gunung Semanggol, Daerah Kerian, Perak measuring approximately 9 acres at a purchase price of RM252,000 paid in cash.
- (iii) On 15 January 2001, PW Farming entered into an agreement with Soo Kam Foh whereby Soo Kam Foh agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara H.S. (M) No. 671/72 P.T. No. 5272 Mukim Sg. Siput, Daerah Kuala Kangsar Perak at a purchase price of RM79,120 paid in cash.
- (iv) On 15 January 2001, PW Farming entered into an agreement with Lee Ah Koi whereby Lee Ah Koi agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara H.S.(M) No. 98-75 P.T. No. 5271 Mukim Sg. Siput, Daerah Kuala Kangsar Perak at a purchase price of RM69,230 paid in cash.
- (v) On 15 January 2001, PW Farming entered into an agreement with Mok Sow Wan whereby Mok Sow Wan agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara H.S.(M) No. 87-76 P.T. No. 5048 Mukim Sg. Siput, Daerah Kuala Kangsar Perak measuring approximately 3.1 acres at a purchase price of RM77,500 paid in cash.
- (vi) On 15 January 2001, PW Farming entered into an agreement with Pah Suan Kee and Poh Ah Bah @ Poh Song Teik whereby Pah Suan Kee and Poh Ah Bah @ Poh Song Teik agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Geran Mukim No. 1701 Lot No. 2881 Mukim Serdang, Daerah Bandar Baru, Kedah measuring approximately 3.742 hectares at a purchase price of RM383,588.50 paid in cash.
- (vii) On 15 January 2001, PW Farming entered into an agreement with Chong Kim Yong @ Chong Kim Fook whereby Chong Kim Yong @ Chong Kim Fook agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Geran Mukim No. GM391 Lot No. 5047 Mukim Sungai Siput, Daerah Kuala Kangsar, Perak measuring approximately 3.09 acres at a purchase price of RM77,250 paid in cash.

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


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- (viii) On 23 February 2001, PW Farming entered into an agreement with Loo Ah Lek @ Low Chan Hoon whereby Loo Ah Lek @ Low Chan Hoon agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara H.S.(M) No. 150-76 Lot No. 5314 Mukim Sg. Siput, Daerah Kuala Kangsar Perak measuring 3.0375 acres at a purchase price of RM65,176.80 paid in cash.
- (ix) On 23 February 2001, PW Farming entered into an agreement with Wong Chang Tai whereby Wong Chang Tai agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara H.S.(M) No. 44/84 Lot No. 5313 Mukim Sg. Siput, Daerah Kuala Kangsar Perak measuring 3.02102 acres at a purchase price of RM64,823.20 paid in cash.
- (x) On 13 July, 2001, PW Farming entered into a sale and purchase agreement with Choo Kee Leong whereby Choo Kee Leong agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara No. H.S.(M) 11/76, Lot No. 5307, Tempat Sungai Plus Jalong (Rancangan Terkawal), Mukim Sungai Siput, Daerah Kuala Kangsar, Perak measuring approximately 3 acres at a purchase price of RM71,000 paid in cash.
- (xi) On 13 July, 2001, PW Farming entered into a sale and purchase agreement with Teh Hiew Hap @ Teh Yew Hwa whereby Teh Hiew Hap @ Teh Yew Hwa agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara No. H.S.(M) 2680, Lot No. 5309, Tempat Rancangan Sungai Plus Jalong, Mukim Sungai Siput, Daerah Kuala Kangsar, Perak measuring approximately 4.63836 acres at a purchase price of RM88,128.84 paid in cash.
- (xii) On 13 July, 2001, PW Farming entered into a sale and purchase agreement with Tee Ngoh Eng whereby Tee Ngoh Eng agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Suratan Hakmilik Sementara No. H.S.(M) 306/73, P.T. No. 5315, Tempat Sungai Plus Jalong (Rancangan Terkawal), Mukim Sungai Siput, Daerah Kuala Kangsar, Perak measuring approximately 3 acres at a purchase price of RM57,000 paid in cash.
- (xiii) On 8 August, 2001, PW Farming entered into a sale and purchase agreement with Lim Ah Kow @ Lim Geok Wye whereby Lim Ah Kow @ Lim Geok Wye agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Document of Qualified Title No. Q.T. (M) 146/1967, P.T. No. 10, Mukim Ayer Puteh, Daerah Pendang, Kedah measuring approximately 3.47018 hectares at a purchase price of RM247,199.25 paid in cash.
- (xiv) On 8 August, 2001, PW Farming entered into a sale and purchase agreement with Lim Meng Chew @ Lim Yoke Soo whereby Lim Meng Chew @ Lim Yoke Soo agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Document of Qualified Title No. Q.T. (M) 145/1967, P.T. No. 9, Mukim Ayer Puteh, Daerah Pendang, Kedah measuring approximately 3.498 hectares at a purchase price of RM249,181.60 paid in cash.
- (xv) On 13 August, 2001, PW Farming entered into a sale and purchase agreement with Cheam Yar Choon whereby Cheam Yar Choon agreed to sell and PW Farming agreed to purchase all that piece of land and hereditaments held under Geran Mukim GM 1405, Lot No. 3693, Tempat Padang Lembu, Mukim Gurun, Daerah Kuala Muda, Kedah measuring approximately 2.18806 hectares at a purchase price of RM167,200 paid in cash.

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


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**15.6 Material Agreements**

Save as disclosed below, there are no agreements which are or may be material which have been entered into by the Company and its subsidiaries:

- (i) Letter of Offer dated 22 May 1995 whereby United Overseas Bank (Malaysia) Bhd granted banking facilities totaling RM950,000 to PW Feedmills which PW Feedmills accepted.
- (ii) Shareholder's Agreement dated 20 November 1996 between (a) PW Farming (b) Siah Gim Eng and Law Hooi Lean ("the Guarantors") (c) TCC, Md Nordin bin Ariffin, Ismail bin Md Yusof, Mazri bin Mansor (collectively "Shareholders") and (d) BTVC wherein in consideration of BTVC subscribing to 40,765 ordinary shares of RM1.00 each in PW Farming at an issue price of RM20.85 per share and the Guarantors guaranteeing the obligations of PW Farming and the Shareholders, PW Farming and the Shareholders have agreed to enter into covenants and to give representations and warranties as therein contained which representations and warranties includes, inter-alia, keeping BTVC fully informed as to all material developments regarding PW Farming's financial and business affairs, delivering to BTVC such additional financial or other information as may be requested, not to make any distribution out of capital profits or capital reserves without the prior consent of BTVC and that PW Farming's audited consolidated PAT as at 31 December 1996 shall not be less than RM1,500,000.
- (iii) Shareholder's Agreement dated 20 November 1996 between (a) PW Feedmills (b) the Guarantors (c) the Shareholders and (d) BTVC wherein in consideration of BTVC subscribing to 122,294 ordinary shares of RM1.00 each in PW Feedmills at an issue price of RM10.25 per share and the Guarantors guaranteeing the obligations of PW Feedmills and the Shareholders, PW Feedmills and the Shareholders have agreed to enter into covenants and to give representations and warranties as therein contained which representations and warranties includes, inter-alia, keeping BTVC fully informed as to all material developments regarding PW Feedmills' financial and business affairs, delivering to BTVC such additional financial or other information as may be requested, not to make any distribution out of capital profits or capital reserves without the prior consent of BTVC and that PW Feedmills' audited consolidated PAT as at 31 December 1996 shall not be less than RM2,500,000.
- (iv) Facility Agreement dated 19 January 1998 between PW Feedmills and OCBC Bank (Malaysia) Berhad for banking facilities totaling RM2,380,000. (Note : This banking facilities have since been reduced to RM2,150,000 by virtue of OCBC Bank (Malaysia) Berhad's letter to PW Feedmills dated 24 September 1998).

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


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- (v) Shareholder's Agreement dated 21 April 1998 made between Siah Gim Eng ("Siah"), Law Hooi Lean ("Law"), TCC, PW Farming and MTV-2A wherein in consideration of MTV-2A agreeing to participate in PW Farming as a shareholder by purchasing 81,525 ordinary shares of RM1.00 each in PW Farming from Shamsuddin bin Mohd Salled, Siah, Law, TCC and PW Farming have covenanted with MTV-2A certain covenants and undertaking as contained in the said agreement in regard to the conduct of business of PW Farming which covenants and undertaking includes, inter-alia, delivering to MTV-2A the audited consolidated profit and loss account and the balance sheet for that financial year not later than 4 months after the end of each financial year of PW Farming, to hold a board meeting once in every 2 months, not to make any alterations to its memorandum & articles of association without the prior approval of MTV-2A, to keep a proper and up-to-date accounting and financial records in relation to its business and affairs in accordance to the Malaysian Accounting Standard established by the Malaysian Institute of Accountants. This Shareholders Agreement shall cease to have any effect upon the listing and quotation of Pin-Wee Shares on the KLSE.
- (vi) Shareholder's Agreement dated 21 April 1998 made between Siah, Law, TCC, PW Feedmills and MTV-2A wherein in consideration of MTV-2A agreeing to participate in PW Feedmills as a shareholder by purchasing 244,588 ordinary shares of RM1.00 each in PW Feedmills from Shamsuddin bin Mohd Salleh, Siah, Law TCC and PW Feedmills have covenanted with MTV-2A certain covenants and undertaking as contained in the said agreement in regard to the conduct of the business of PW Feedmills which covenants and undertaking includes, inter-alia, delivering to MTV-2A the audited consolidated profit and loss account and the balance sheet for that financial year not later than 4 months after the end of each financial year of PW Feedmills, to hold a board meeting once in every 2 months, not to make any alterations to its memorandum & articles of association without the prior approval of MTV-2A, to keep a proper and up-to-date accounting and financial records in relation to its business and affairs in accordance to the Malaysian Accounting Standard established by the Malaysian Institute of Accountants. This Shareholders Agreement shall cease to have any effect upon the listing and quotation of Pin-Wee Shares on the KLSE.
- (vii) On 17 November 2000 PW Feedmills entered into a sale and purchase agreement with Orix Credit Malaysia Sdn Bhd ("Orix Credit") to sell to Orix Credit one unit Nissan PKD211N Bulk Feed Truck bearing registration number PES 1993 for RM262,425 which Orix Credit hired back to PW Feedmills at a total consideration of RM273,141.
- (viii) On 21 November 2000 PW Feedmills entered into a sale and purchase agreement with Orix Credit to sell to Orix Credit one unit Nissan PKD211N Bulk Feed Truck bearing registration number PES 993 for RM262,425 which Orix Credit hired back to PW Feedmills at a total consideration of RM273,141.
- (ix) Letter of Offer dated 15 December 2000 whereby Southern Bank Berhad granted banking facilities totaling RM2,590,000 to PW Feedmills which PW Feedmills accepted.
- (x) Letter of Offer dated 12 January 2001 whereby Standard Chartered Bank Malaysia Berhad granted banking facilities totaling RM15,000,000 to PW Feedmills which PW Feedmills accepted. (Note : This banking facilities have since been reduced to RM10,000,000 by virtue of Standard Chartered Bank Malaysia Berhad's letter to PW Feedmills dated 10 October 2001).



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

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- (xi) Letter of Offer dated 8 August 2001 whereby Eon Bank Berhad granted banking facilities totaling RM10,500,000 to PW Feedmills which PW Feedmills accepted.
- (xii) Letter of Offer dated 30 October 2001 whereby Citibank Berhad granted banking facilities totaling RM10,000,000 to PW Feedmills which PW Feedmills accepted.
- (xiii) Letter of Offer dated 21 November 2001 whereby Alliance Bank Malaysia Berhad restructured banking facilities totaling RM15,300,000 granted to PW Feedmills which PW Feedmills accepted.
- (xiv) Letter of Offer dated 17 January 2002 whereby Bumiputra-Commerce Bank Berhad granted banking facilities totaling RM17,400,000 to PW Feedmills which PW Feedmills accepted.
- (xv) Letter of Offer dated 27 December 1999 whereby Hong Leong Bank Berhad granted banking facilities totaling RM10,500,000 to PW Farming which PW Farming accepted.
- (xvi) On 14 May 2001, PW Farming entered into a Hire Purchase Agreement with Orix Credit to hire from Orix Credit a new Toyota Hilux Double Cab bearing registration number PEW 138 in consideration of 12 monthly instalments of RM5,929 each.
- (xvii) On 16 May 2001, PW Farming entered into a Hire Purchase Agreement with Orix Credit to hire from Orix Credit a new Toyota Hilux Double Cab bearing registration number PEW 189 in consideration of 12 monthly instalments of RM5,929 each.
- (xviii) On 1 August 2001, PW Farming entered into a Hire Purchase Agreement with Orix Credit to hire from Orix Credit a new Toyota Hilux Double Cab bearing registration number PEY 318 in consideration of 12 monthly instalments of RM5,929 each.
- (xix) On 12 November 2001, PW Farming entered into a Hire Purchase Agreement with Orix Credit to hire from Orix Credit a new Mercedes Benz S280-W220(A) bearing registration number PW 681 in consideration of 12 monthly instalments of RM42,599 each.
- (xx) Letter of Offer dated 13 November 2001 whereby Alliance Bank Malaysia Berhad restructured banking facilities totaling RM50,000 granted to PW Farming which PW Farming accepted.

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


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- (xxi) Insurance policy by PW Feedmills and PW Farming with the insurer, Malaysian Assurance Alliance Bhd.

| Policy No.   | Type of policy, terms and nature of assets insured   | Insured Amount | Period                |
|--------------|--|----------------|-----------------------|
| D002DD000254 | Fire policy to cover any loss or damage caused by fire and lightning   |                | 10-3-2002 to 9-3-2003 |
|              | 1. on the building at Plot 31, Lorong Perindustrian Bukit Minyak 9, 14000 Bukit Minyak, Seberang Perai Tengah, including fixtures and fittings | RM5,000,000    |                       |
|              | 2. on machineries  | RM6,000,000    |                       |
|              | 3. on stocks and raw materials   | RM6,500,000    |                       |
|              | 4. on office furniture, fixtures and fittings equipment.   | RM800,000      |                       |

- (xxii) Insurance policy by PW Feedmills and PW Farming with the insurer, Malaysian Assurance Alliance Bhd.

| Policy No.   | Type of policy, terms and nature of assets insured  | Insured Amount | Period                |
|--------------|---|----------------|-----------------------|
| D002DD000263 | Fire consequential loss insurance policy to cover any loss or damage caused by fire, lightning and explosion in a building at Plot 31, Lorong Perindustrian Bukit Minyak 9, 14000 Bukit Minyak, Seberang Perai Tengah |                | 10-3-2002 to 9-3-2003 |
|              | 1. on gross profit  | RM7,260,000    |                       |
|              | 2. on auditor's fee   | RM30,000       |                       |
|              | 3. on payroll   | RM500,000      |                       |

- (xxiii) Insurance policy by PW Feedmills and PW Farming with the insurer, Malaysian Assurance Alliance Bhd.

| Policy No.   | Type of policy, terms and nature of assets insured  | Insured Amount | Period                |
|--------------|---|----------------|-----------------------|
| D902DD000097 | Money Policy<br>To cover against the loss of money, i.e. cash, bank notes, currency notes, cheques under circumstances described below occurring in Peninsular Malaysia |                | 10-3-2002 to 9-3-2003 |
|              | 1. Money in transit   | RM50,000       |                       |
|              | 2. Money locked<br>safe/strongroom/cabinet/drawers  | RM50,000       |                       |

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

- (xxiv) Insurance policy by PW Feedmills and PW Farming with the insurer, Malaysian Assurance Alliance Bhd.

| Policy No.   | Type of policy, terms and nature of assets insured   | Insured Amount | Period                   |
|--------------|--|----------------|--------------------------|
| D902DD000096 | Burglary policy<br>To cover office equipments, furniture, fittings and furnitures and all other fixed assets at Plot 31, Lorong Perindustrian Bukit Minyak 9, 14000, Bukit Minyak, Seberang Perai Tengah | RM50,000       | 10-3-2002<br>to 9-3-2003 |

- (xxv) Insurance policy by PW Feedmills and PW Farming with the insurer, Malaysian Assurance Alliance Bhd.

| Policy No.   | Type of policy, terms and nature of assets insured                   | Insured Amount | Period                   |
|--------------|--|----------------|--------------------------|
| D602DD000039 | Public liability policy<br>To cover liability arising from accidents | RM3,000,000    | 10-3-2002<br>to 9-3-2003 |

- (xxvi) Insurance policy by PW Feedmills and PW Farming with the insurer, Malaysian Assurance Alliance Bhd.

| Policy No.    | Type of policy, terms and nature of assets insured   | Insured Amount | Period                 |
|---------------|--|----------------|------------------------|
| DD001DD000787 | Fire insurance policy<br>To cover any loss or damage caused by fire and lightning on plant and machinery situated in 972 & 973 Jalan Permatang Pauh, 13500 Permatang Pauh, Butterworth | RM1,000,000    | 1-7-2000-<br>30-6-2002 |

### 15.7 Material Litigation and Arbitration

Save as disclosed below, as at the date of this Prospectus, neither Pin-Wee nor its subsidiaries are engaged in any litigation or arbitration proceedings, either as plaintiff or defendant, which has a material effect on the financial position of Pin-Wee Group and the Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of Pin-Wee Group.

- (i) PW Farming vs Ayam Taiping Suppliers Sdn. Bhd. (“ATSSB”), Basharuddin bin Omar, Mohd Yusof bin Basharuddin and Ahmad Fauzi bin Basharuddin. (“Defendants”) (Taiping Sessions Court Summons No. 52-165-1998)

This is a claim by PW Farming against the Defendants for the sum of RM100,000 being payment due for goods sold and delivered. A consent judgment dated 10 March 1999 was recorded whereby the Defendants agreed to pay PW Farming the sum of RM100,000 by monthly instalment of RM5,113.05 to be made upon completion of the restructuring of ATSSB. The Defendants have paid six (6) instalments to date.

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


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- (ii) PW Farming Sdn. Bhd. vs Abdul Nasir bin Abdul Gaffar and Zuraini binti Zakaria (“Defendants”)  
(Georgetown, Penang Sessions Court Summons No. 52-1583-2000)

A judgment in default dated 20 October 2000 was recorded whereby the Defendants will pay to PW Farming the sum of RM177,962.09 being payment due for goods sold and delivered together with interest at the rate of 8% p.a. calculated from the date of the summons until full settlement of the debt and costs amounting to the sum of RM1,662. A judgment debtor summons was filed against both Defendants on 20 December 2000 and a consent order for the judgment debtor summons was recorded on 16 May 2001. According to the consent order for the judgement debtor summons, the Defendants shall pay 87 monthly instalments of RM3,000 each and the last instalment amounting to RM488.37 to PW Farming. The instalment payments shall commence from 7 July 2001 and thereafter on or before the 7th day of every month. The Defendants have to date paid seven (7) instalments.

**15.8 Expenses And Commissions**

- (i) Underwriting commission is payable to the Joint Managing Underwriters and Underwriters at the rate of 2.0% of the issue price of RM1.30 per ordinary share on the ordinary shares being underwritten which is the subject of this Prospectus;
- (ii) Brokerage will be paid by the Company at the rate of 1.0% of the issue price of RM1.30 per ordinary share to the parties in the circumstances specified in Section 3.9 of this Prospectus; and
- (iii) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up capital of the Company on the Second Board of the KLSE which also includes underwriting commission and brokerage fees amounting to approximately RM1,000,000 will be borne by the Company.

**15.9 Public Take-Overs**

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

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

**15.10 Letters of Consent**

- (i) The written consents of the Adviser, Joint Managing Underwriters, Underwriters, Auditors and Reporting Accountants, Principal Bankers, Issuing House, Solicitors for the Public Issue and Offer for Sale, Tax Consultant and Registrars to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consents of the Company's Auditors and Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the consolidated profit estimate and forecast for the FY ended/ending 31 December 2001 and 2002 respectively and proforma consolidated balance sheets as at 31 October 2001 in the manner and form in which they appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

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

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- (iii) The written consent of the Valuers to the inclusion in this Prospectus of its name and letter relating to the valuations of the landed properties 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.
- (iv) The written consent of the Independent Market Research Consultants to the inclusion in this Prospectus of its name and report relating to the independent market research report in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

**15.11 Documents Available For Inspection**

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

- (i) Memorandum and Articles of Association of the Company and its subsidiaries;
- (ii) Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' letters relating to the consolidated profit estimate and forecast for the FY ended/ending 31 December 2001 and 2002 respectively and the proforma consolidated balance sheets of the Company as at 31 October 2001 as included herein;
- (iv) Independent Market Research Report as included herein;
- (v) The audited financial statements of Pin-Wee and its subsidiaries for the past five (5) FYs ended 31 December 2000;
- (vi) The audited financial statements of Pin-Wee and its subsidiaries for the ten (10) months financial period ended 31 October 2001;
- (vii) The valuers certificates as included in Section 13 of this Prospectus;
- (viii) The valuation reports dated 2 August 1999;
- (ix) The letters of consent referred to under Section 15.10 above;
- (x) The material agreements referred to in Section 15.6 above;
- (xi) The material contracts referred to in Section 15.5 above; and
- (xii) The writ and relevant cause papers in respect of the material litigation referred to in Section 15.7 above.

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

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**15.12 Responsibility Statement**

- (i) Aseambankers, acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue, Offer for Sale and Pin-Wee, and is satisfied that the Consolidated Profit Estimate and Forecast for the FY ended/ending 31 December 2001 and 2002 respectively (for which the Directors of the Company are solely responsible) has been stated by the Directors of the Company after due and careful enquiry.
- (ii) This Prospectus has been seen and approved by the directors and promoters of the Company and the offeror and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.

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## 16. APPLICATION FOR SECURITIES

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### 16.1 Opening and Closing of Application Lists

The Application Lists will open at 10.00 a.m. on 7 May 2002 and will remain open until 8.00 p.m. on the same day or for such further period or periods as the Directors of Pin-Wee and/or the Offerors in their absolute discretion may decide.

### 16.2 General Conditions for Application

The Applications shall be made in connection with and subject to the terms of this Prospectus and the Memorandum of Articles and Association of the Company.

#### (i) Application by the eligible directors and employees of the Group

Applications for the 2,430,000 Public Issue Shares reserved for the eligible directors and employees, customers and suppliers of Pin-Wee must be made on the special **"Pink"** Application Forms provided and **NOT** by way of Electronic Share Application through a Participating Financial Institution's ATM.

#### (ii) Application by Malaysian public

Application for the 2,901,000 Public Issue Shares made available for application by the Malaysian public must be made on the **"White"** Applications Forms provided or by way of Electronic Share Application through a Participating Financial Institution's ATM.

#### (iii) Application by Bumiputera Investors approved by MITI

Application for the 6,500,000 Public Issue Shares and Offer Shares reserved for Bumiputera investors approved by the MITI must be made on the **"White"** Application Forms provided and **NOT** by way of Electronic Share Application through a Participating Financial Institution's ATM.

Directors and employees of MIDF and their immediate family are strictly prohibited from applying for the Public Issue Shares and Offer Shares.

Application for the Public Issue Shares and Offer Shares must be made on the respective Application Form issued together with this Prospectus and must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Form or by way of Electronic Share Application through a Participating Financial Institution's ATM. The Application Form together with the Notes and Instructions printed therein shall constitute an integral part of this Prospectus. Applications which do not **STRICTLY** conform to the terms of this Prospectus or Application Form or Notes and Instructions printed therein or which are illegible will not be accepted.

Only one Application can be made by each applicant. Multiple applications or those appearing to be suspected of being multiple applications will be rejected at the discretion of the Directors of the Company and/or the Offerors. Each Application must be for 1,000 ordinary shares or multiple thereof. The amount payable in full on application is RM1.30 per ordinary share. Persons submitting applications by way of Application Forms may not submit applications by way of Electronic Share Applications and vice versa. A corporation or institution cannot apply for shares by way of Electronic Share Application.

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**16. APPLICATION FOR SECURITIES (Cont'd)**

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Completed Application Forms must be despatched by **ORDINARY POST** in the official envelopes provided to the following address:

**MIDF Consultancy and Corporate Services Sdn Bhd**  
195A, Jalan Tun Razak  
P.O.Box 11122  
50736 Kuala Lumpur

or **DELIVERED BY HAND AND DEPOSITED** in the Drop-In Boxes provided at 195A, Jalan Tun Razak, 50736 Kuala Lumpur so as to arrive **not later than 8.00 p.m. on 7 May 2002.**

**IN THE CASE OF AN INDIVIDUAL APPLICANT OTHER THAN A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME, NATIONAL REGISTRATION IDENTITY CARD NUMBER AND ADDRESS OF THE APPLICANT MUST BE EXACTLY THE SAME AS STATED IN:-**

- (a) (i) THE APPLICANT'S IDENTITY CARD (NRIC);
  - (ii) CHANGE OF ADDRESS CARD (RESIT PENUKARAN KAD PENGENALAN JPN1/22); OR
  - (iii) THE APPLICANT'S RESIT PENGENALAN SEMENTARA (JPN 1/9) ISSUED PURSUANT TO PERATURAN 5(5), PERATURAN-PERATURAN PENDAFTARAN NEGARA 1990; AND
- (b) THE RECORDS OF MCD, IF ANY.

**WHERE THE APPLICANT IS A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME AND THE ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE, OF THE APPLICANT MUST BE EXACTLY THE SAME AS THAT STATED IN HIS AUTHORITY CARD AND THE ADDRESS OF THE APPLICANT MUST BE THE ADDRESS OF THE APPLICANT'S RESPECTIVE CAMP/BASE/STATION.**

**IN THE CASE OF A CORPORATE / INSTITUTIONAL APPLICANT, THE NAME AND THE CERTIFICATE OF INCORPORATION NUMBER OF THE APPLICANT MUST BE EXACTLY THE SAME AS THAT IN THE APPLICANT'S CERTIFICATE OF INCORPORATION AND THE ADDRESS MUST BE EXACTLY THE SAME AS THE REGISTERED ADDRESS.**

No acknowledgement of the receipt of Application Forms or application monies will be made by the Company.

**16.3 Applications and Acceptances**

The Directors of Pin-Wee and/or the Offerors reserve the right to reject any application which do not strictly comply with the instructions or to accept any application in part only without assigning any reason thereof.

**THE SUBMISSION OF AN APPLICATION FORM DOES NOT NECESSARILY MEAN THAT THE APPLICATION WILL BE SUCCESSFUL.**

**ALL APPLICATIONS MUST BE FOR 1,000 ORDINARY SHARES OR MULTIPLES THEREOF.**



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**16. APPLICATION FOR SECURITIES (Cont'd)**


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In the event of an over-subscription, acceptance of applications may be subject to ballot to be conducted in the manner as approved by the Directors of the Company and/or the Offerors. Due consideration will be given to the desirability of distributing the Public Issue Shares to a reasonable number of applicants with a view to broadening the shareholding base of the Company and to establish an adequate market in the ordinary shares of the Company. The final allocation of shares to any single applicant will be made to ensure that at least 25% but not more than 50% of the issued and paid-up share capital of the Company is in the hands of public shareholders and a minimum of 750 public shareholders (at least 500 of which should not be employees of the Group) holding not less than 1,000 shares each upon completion of the Public Issue/Offer for Sale and at the point of listing. Applications will be selected in a manner to be determined by the Directors of Pin-Wee and/or the Offerors. However, in the event that the above requirement is not met pursuant to this Public Issue/Offer for Sale, the Company may not be allowed to proceed with its listing plan.

In the event of an under-subscription by the Malaysian public, all the Public Issue Shares not applied for will be made available for subscription proportionately by the underwriters. Any shares not subscribed by the eligible employees of the Company will be made available for application by the Malaysian public.

WHERE AN APPLICATION IS NOT ACCEPTED OR ACCEPTED IN PART ONLY, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST AND SHALL BE DESPATCHED TO THE APPLICANT WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF THE FINAL ALLOTMENT OF THE APPLICATION LISTS BY ORDINARY POST OR REGISTERED POST RESPECTIVELY AT THE ADDRESS SHOWN ON THE APPLICATION FORM AT THE APPLICANT'S OWN RISK.

MIDF RESERVES THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL BUMIPUTERA APPLICANTS AND FROM PARTIALLY SUCCESSFUL BUMIPUTERA APPLICANTS WHICH WOULD SUBSEQUENTLY BE REFUNDED WITHOUT INTEREST AND SHALL BE DESPATCHED TO THE APPLICANT WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF THE FINAL ALLOTMENT OF THE APPLICATION LISTS BY REGISTERED POST AT THE ADDRESS SHOWN ON THE APPLICATION FORM AT THE APPLICANT'S OWN RISK.

NO APPLICATION SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY REASON OF THE REMITTANCES BEING PRESENTED FOR PAYMENT.

**16.4 CDS Account**

Pursuant to Section 29 of the Securities Industry (Central Depositories) Act 1991, all dealings in these shares will be by book entry through CDS accounts. No share certificates will be issued to the successful applicants.

In the case of an application by way of an Application Form, applicant should state his CDS account number in the space provided in the Application Form if he presently has such account. Where an applicant does not presently have a CDS account, he should state in the Application Form his preferred ADA Code. A list of the ADA Codes is given in Section 16.10. Where an applicant already has a CDS account, he **should not** complete the preferred ADA Code.

If a successful applicant fails to state either his CDS account number or the preferred ADA Code, the Company may, in the exercise of its absolute discretion, instruct MIDF to insert a preferred ADA Code on the Application Form and further instruct MCD to open a CDS account on his behalf at the specified ADA and credit the shares allotted to him into his CDS account.

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## **16. APPLICATION FOR SECURITIES (Cont'd)**

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In the case of an application by way of Electronic Share Application, only applicant who has a CDS account can make an Electronic Share Application and he shall furnish his CDS account number to the Participating Financial Institutions or by way of keying in his CDS account number if the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so.

Failure to comply with these specific instructions as the Electronic Share Application requires or inaccuracy in the CDS account number or the preferred ADA Code may result in the Application being rejected. The Directors of the Company and/or the Offerors reserve the right to reject any incomplete and inaccurate applications. Applications may also be rejected if the applicants' particulars provided in their Application Forms, or in the case of Electronic Share Applications, if the records of the Participating Financial Institutions at the time of making the Electronic Share Application differ from those in MCD's records, such as the identity card numbers, names and nationalities.

### **16.5 Notices of Allotment**

Shares allotted to all successful applicants will be credited to their respective CDS accounts. Notices of successful allotment will be despatched by ordinary post to the successful applicants to their addresses shown in the Application Form at the applicant's own risk within thirty (30) days after the final allotment of the application. This is the only acknowledgement of acceptance of the application.

### **16.6 Formalising Of CDS Account**

Successful applicants whose CDS accounts have been opened by MCD at their preferred ADA or the ADA caused to be inserted by MIDF at the instruction of the Company in case where the successful applicant fails to state either his/her CDS account number or preferred ADA code are required to formally open their accounts in person by submitting to the ADA the necessary documents and the account opening fee. No transaction of shares credited to the CDS account can be effected until the account has been formally opened.

### **16.7 Terms and Conditions for Applications Using Application Forms**

Applications by way of Application Forms shall be made on, and subject to, the terms and conditions appearing below :

1. Application for the Public Issue Shares and Offer Shares must be made on the Application Form issued together with this Prospectus and must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Form and this Prospectus. The Application Form together with the Notes and Instructions printed therein shall constitute an integral part of this Prospectus. Applications which do not STRICTLY conform to the terms of this Prospectus or Application Form or Notes and Instructions printed therein or which are illegible will not be accepted.
2. EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCES IN RINGGIT MALAYSIA FOR THE FULL AMOUNT BY EITHER:
  - (i) BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICANTS); OR

## 16. APPLICATION FOR SECURITIES (Cont'd)

- (ii) MONEY ORDER (FOR APPLICANTS FROM SABAH AND SARAWAK ONLY); OR
- (iii) GUARANTEED GIRO ORDER (“GGO”) FROM BANK SIMPANAN NASIONAL BERHAD (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICANTS); OR
- (iv) ATM STATEMENT OBTAINED ONLY FROM ANY OF THE FOLLOWING:
  - ALLIANCE BANK BERHAD (88103-W) (formerly known as Multi-Purpose Bank Berhad);
  - ARAB-MALAYSIAN BANK BERHAD (295576-U);
  - ARAB-MALAYSIAN FINANCE BERHAD (5493-X);
  - AFFIN-ACF FINANCE BERHAD (6251-U);
  - BUMIPUTRA-COMMERCE BANK BERHAD (13491-P);
  - EON BANK BERHAD (92351-V);
  - EON FINANCE BERHAD (9692-K);
  - HONG LEONG BANK BERHAD (97141-X);
  - HONG LEONG FINANCE BERHAD (7797-V);
  - MALAYAN BANKING BERHAD (3813-K);
  - MAYBAN FINANCE BERHAD (3905-T);
  - MBf FINANCE BERHAD (8515-D);
  - PUBLIC BANK BERHAD (6463-H);
  - PUBLIC FINANCE BERHAD (6471-U);
  - RHB BANK BERHAD (6171-M);
  - SOUTHERN BANK BERHAD (5303-W); OR
  - SOUTHERN FINANCE BERHAD (3838-T) (formerly known as United Merchant Finance Berhad).

AND MUST BE MADE OUT IN FAVOUR OF “**MIDF SHARE ISSUE ACCOUNT NO. 522**” CROSSED “**A/C PAYEE ONLY**” (EXCLUDING ATM STATEMENTS) AND ENDORSED ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT (EXACTLY THE SAME AS THAT ON THE APPLICATION FORM).

**APPLICATIONS ACCOMPANIED BY ANY MODE OF PAYMENTS OTHER THAN THOSE STATED ABOVE OR WITH EXCESS OR INSUFFICIENT REMITTANCES WILL NOT BE ACCEPTED. DETAILS OF THE REMITTANCE MUST BE FILLED IN THE APPROPRIATE BOXES PROVIDED IN THE APPLICATION FORM.**

3. AN APPLICANT SHOULD STATE THIS CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE APPLICATION FORM IF HE PRESENTLY HAS SUCH AN ACCOUNT. WHERE AN APPLICANT DOES NOT PRESENTLY HAVE A CDS ACCOUNT, HE SHOULD STATE IN HIS APPLICATION FORM HIS PREFERRED ADA CODE.
4. THE NAME AND ADDRESS OF THE APPLICANT (AS EXACTLY STATED ON THE APPLICATION FORM) MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER’S DRAFT, CASHIER’S ORDER, ATM STATEMENT, MONEY ORDER, CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES OR GGO FROM BANK SIMPANAN NASIONAL.

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**16. APPLICATION FOR SECURITIES (Cont'd)**

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5. The Directors of the Company and/or the Offerors reserve the right to require any successful applicant to appear in person at the registered office of MIDF within fourteen (14) days of the date of the notice issued to him/her to ascertain the regularity or propriety of the application. The Directors of the Company and/or the Offerors shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
6. The Directors of the Company and/or the Offerors reserve the right to reject applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.
7. The Directors of the Company and/or the Offerors reserve the right not to accept any application or accept any application in part only without assigning any reason therefore. Due consideration will be given to the desirability of allotting or allocating the shares to a reasonable number of applicants with a view to establishing an adequate market for the shares.
8. Where an application is not accepted, the full amount of the application monies, without interest, will be returned and shall be dispatched to the applicant within twenty one (21) days from the date of the final allotment of the Application Lists by registered post at the address shown on the Application Form at the applicant's own risk.
9. MIDF reserves the rights to bank in all application monies from unsuccessful Bumiputera applicants and partially-successful applicants, which would subsequently be refunded without interest by registered post.
10. PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE FORM OF APPLICATION TO MIDF.

**16.8 Terms and Conditions for Electronic Share Applications**

The procedures for Electronic Share Applications at ATMs of participating Financial Institutions are set out on the ATM screens of the relevant Participating Financial Institutions ("Steps"). For illustration purposes, the procedures for Electronic Share Applications at ATMs are set out in **"Steps for Electronic Share Application through a Participating Financial Institution's ATM"** in Section 16.9 of this prospectus. The steps set out the actions that the applicant must take at the ATM to complete an Electronic Share Application. Please read carefully the terms of this Prospectus, the steps and the terms and conditions for Electronic Share Applications set out below before making an Electronic Share Application. Any reference to the **"applicant"** in the terms and conditions for Electronic Share Applications and the steps shall mean the applicant who applies for shares through an ATM of any of the Participating Financial Institutions.

In the case of Electronic Share Applications, only an applicant who is an individual with a CDS account is eligible to utilise the facility.

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**16. APPLICATION FOR SECURITIES (Cont'd)**


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The applicant must have an existing account with, and be an ATM cardholder of, one of the participating Financial Institutions before he can make an Electronic Share Application at an ATM of the Participating Financial Institution. An ATM card issued by one of the Participating Financial Institutions cannot be used to apply for shares at an ATM belonging to other Participating Financial Institutions. Upon the completion of his Electronic Share Application transaction, the applicant will receive a computer-generated transaction slip ("**Transaction Record**"), confirming the details of his Electronic Share Application. The Transaction Record is only a record of the completed transaction at the ATM and not a record of the receipt of the Electronic Share Application or any data relating to such an Electronic Share Application by the Company or the Issuing House. The Transaction Record is for retention by the applicant and should not be submitted with any Application Form.

Upon the closing of offer for the application for the Public Issue and Offer for Sale Shares on 7 May 2002 at 8.00 p.m. ("**Closing Date and Time**"), the Participating Financial Institution shall submit a magnetic tape containing its respective customers' applications for the Issue Shares to MIDF as soon as practicable but not later than 12.00 p.m. of the 2<sup>nd</sup> Business Day after the Closing Date and Time.

An applicant will be allowed to make an Electronic Share Application for shares via an ATM that accepts the ATM cards of the Participating Financial Institution with which he has an account and its branches, subject to the applicant making only one application.

AN APPLICANT MUST ENSURE THAT HE USES HIS OWN CDS ACCOUNT NUMBER WHEN MAKING AN ELECTRONIC SHARE APPLICATION. AN APPLICANT OPERATING A JOINT ACCOUNT WITH ANY PARTICIPATING FINANCIAL INSTITUTION MUST ENSURE THAT HE ENTERS HIS OWN CDS ACCOUNT NUMBER WHEN USING AN ATM CARD ISSUED TO HIM IN HIS OWN NAME. HIS APPLICATION WILL BE REJECTED IF HE FAILS TO COMPLY WITH THE FOREGOING.

The Electronic Share Application shall be made on, and subject to, the above terms and conditions as well as the terms and conditions appearing below:-

- (a) The Electronic Share Application shall be made in relation with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.
- (b) The applicant is required to confirm the following statements (by depressing predesignated keys or buttons on the ATM keyboard) and undertake that the following information given is true and correct:-
  - ☒ I have attained 18 years of age as at the closing date of the share application.
  - ☒ I am a Malaysian citizen residing in Malaysia.
  - ☒ I have read the relevant Prospectus and understood and agreed with the terms and conditions of the application.
  - ☒ This is the only application that I am submitting.
  - ☒ I hereby give consent to the Participating Financial Institution and MCD to disclose information pertaining to myself and my account with the Participating Financial Institution and MCD to MIDF and other relevant authorities.

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**16. APPLICATION FOR SECURITIES (Cont'd)**


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The application will not be successfully completed and cannot be recorded, as a completed transaction at the ATM unless the applicant completes all the steps required by the Participating Financial Institutions. By doing so, the applicant shall be treated as signifying his confirmation of each of the above statements as well as giving consent in accordance with the relevant laws of Malaysia including Section 97 of the Banking and Financial Institutions Act, 1989 and Section 45 of the Securities Industry (Central Depositories) Act, 1991 to the disclosure by the relevant Participating Financial Institution or MCD, as the case may be, of any of the applicant's particulars to MIDF, or any relevant regulatory bodies.

- (c) THE APPLICANT CONFIRMS THAT HE IS NOT APPLYING FOR SHARES AS NOMINEE OF ANY OTHER PERSON AND THAT ANY ELECTRONIC SHARE APPLICATION THAT HE MAKES IS MADE BY HIM AS BENEFICIAL OWNER. THE APPLICANT SHALL ONLY MAKE ONE ELECTRONIC SHARE APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE SAID SHARES, WHETHER AT THE ATMS OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.
- (d) The applicant must have sufficient funds in his account with the relevant Participating Financial Institutions at the time he makes his Electronic Share Application, failing which his Electronic Share Application will not be completed. Any Electronic Share Application, which does not strictly conform, to the instructions set out on the screens of the ATM through which the Electronic Share Application is being made will be rejected.
- (e) The applicant agrees and undertakes to subscribe for or purchase and to accept the number of shares applied for as stated on the Transaction Record or any lesser number of shares that may be allotted or allocated to him in respect of his Electronic Share Application. In the event that the Company decide to allot or allocate any lesser number of such shares or not to allot or allocate any shares to the applicants, the applicant agrees to accept any such decision as final. If the applicant's Electronic Share Application is successful, his confirmation (by his action of pressing the designated key on the ATM) of the number of shares applied for shall signify, and shall be treated as, his acceptance of the number of shares that may be allotted or allocated to him and to be bound by the Memorandum and Articles of Association of the Company.
- (f) The Directors of the Company and/or the Offerors reserves the right not to accept any Electronic Share Application or accept any Electronic Share Application in part only without assigning any reason therefore. Due consideration will be given to the desirability of allotting or allocating the shares to a reasonable number of applicants with a view to establishing an adequate market for the shares.
- (g) Where an Electronic Share Application is not successful or successful in part only, the relevant Participating Financial Institutions will be informed of the non-successful or partially successful applications. Where an Electronic Share Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into the applicant's account with that Participating Financial Institution within two (2) Market Days after the receipt of confirmation from MIDF. MIDF shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two (2) Market Days after the balloting date. The applicants may check their accounts on the fifth (5<sup>th</sup>) Market Day from the balloting day.

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**16. APPLICATION FOR SECURITIES (Cont'd)**


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Where an Electronic Share Application is accepted in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into the applicant's account with the Participating Financial Institution within two (2) Market Days after the receipt of confirmation from MIDF. A number of applications will, however, be held in reserve to replace any successfully balloted applications, which are subsequently rejected. For such applications, which are subsequently rejected, the application monies without interest will be refunded to applicants by MIDF by way of cheques issued by MIDF. The cheques will be issued to the applicants not later than twenty-one (21) days from the day of the final allotment of the application list.

Should applicants encounter any problems in their applications, they may refer to the Participating Financial Institutions.

- (h) The applicant requests and authorises the Company:-
  - (i) to credit the shares allocated to the applicant into the CDS account of the applicant; and
  - (ii) to issue share certificate(s) representing such share allocated in the name of MCD Nominees Sdn Bhd and sends the same to MCD.
- (i) The applicant, acknowledging that his Electronic Share Application is subject to the risks of electrical, electronic, technical and computer-related faults and breakdowns, fires and other events beyond the control of the Company, MIDF or the Participating Financial Institution, irrevocably agrees that if:-
  - (i) the Company or MIDF does not receive the applicant's Electronic Share Application; and
  - (ii) data relating to the applicant's Electronic Share Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to the Company or MIDF,

The applicant shall be deemed not to have made an Electronic Share Application and the applicant shall not claim whatsoever against the Company, MIDF or the Participating Financial Institution for the shares applied for or for any compensation, loss or damage.

- (j) All particulars of the applicant in the records of the relevant Participating Financial Institution at the time he makes his Electronic Share Application shall be deemed to be true and correct; and the Company, MIDF and relevant Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (k) The applicant shall ensure that his personal particulars as recorded by both MCD and relevant Participating Financial Institutions are correct and identical. Otherwise, his Electronic Share Application is liable to be rejected. The applicant must inform MCD promptly of any change in address failing which the notification letter of successful allocation will be sent to his registered address last maintained with MCD.
- (l) By making and completing an Electronic Share Application, the applicant agrees that:-
  - (i) In consideration of the Company agreeing to allow and accept the making of any application for shares via the Electronic Share Application facility established by the Participating Financial Institution at their respective ATMs, his Electronic Share Application is irrevocable;

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**16. APPLICATION FOR SECURITIES (Cont'd)**

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- (ii) The Company, the Participating Financial Institutions, MCD and MIDF shall not be liable for any delays, failures or inaccuracies in the processing of data relating to his Electronic Share Application to the Company due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
- (iii) Notwithstanding the receipt of any payment by or on behalf of the Company, the acceptance of the offer made by the applicant to subscribe for and purchase the shares for which the applicant's Electronic Share Application has been successfully completed shall be constituted by the issue of notices of successful allocation for prescribed securities, in respect of the said shares;
- (iv) The applicant irrevocably authorises MCD to complete and sign on his behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the shares allocated to the applicant; and
- (v) The Company agrees that in relation to any legal action or proceedings arising out of or in relation with the contract between the parties and/or the Electronic Share Scheme and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that the Company irrevocably submit to the jurisdiction of the Courts of Malaysia.
- (m) The Directors of the Company and/or the Offerors reserve the right to require any successful applicant to appear in person at the registered office of MIDF within fourteen (14) days of the date of the notice issued to him to ascertain the regularity or propriety of the application. The Directors of the Company shall not be responsible for any loss or non receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
- (n) The Directors of the Company and/or the Offerors reserve the rights to reject applications, which do not conform to these instructions.
- (o) Electronic Share Applications may be made through an ATM of the following Participating Financial Institutions and their branches: -
  - ARAB-MALAYSIAN BANK BERHAD (295576-U);
  - ARAB-MALAYSIAN FINANCE BERHAD (5493-X);
  - BUMIPUTRA COMMERCE BANK BERHAD (13491-P)(at selected branches in Klang Valley only);
  - HSBC BANK MALAYSIA BERHAD (127776-V)(formerly known as Hongkong Bank Malaysia Berhad);
  - MALAYAN BANKING BERHAD (3816-K);
  - MAYBAN FINANCE BERHAD (3905-T);
  - OCBC BANK (MALAYSIA) BERHAD (5493-X);
  - STANDARD CHARTERED BANK MALAYSIA BERHAD (115793-P)(at selected branches only).
- (p) A surcharge of RM2.50 per Electronic Share Application will be charged by the respective Participating Financial Institution.



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**16. APPLICATION FOR SECURITIES (Cont'd)**

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**16.9 Steps for Electronic Share Application through a Participating Financial Institution's ATM**

- (a) Applicant must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account;
- (b) Applicant must have a CDS account; and
- (c) Applicant is to apply for the Issue Shares via the ATM of the Participating Financial Institution by choosing the Electronic Share Application option. Mandatory statements required in the application are set out on Section 16.8 of the terms and conditions for Electronic Share Applications. Applicant is to enter at least the following information through the ATM where the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so:-
  - ☒ Personal Identification Number ( PIN ).
  - ☒ Share Issue Account Number.
  - ☒ CDS account number.
  - ☒ Number of Shares applied for and/or the RM amount to be debited from the account.
  - ☒ Confirmation of several mandatory statements.

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**16. APPLICATION FOR SECURITIES (Cont'd)****16.10 List of Authorised Depository Agents**

The list of ADA (Broker) Codes is as follows:

| Name   | Address And Telephone Number  | Broker Code | Name   | Address And Telephone Number  | Broker Code |
|--|---|-------------|--|---|-------------|
| <b>KUALA LUMPUR</b>  |   |             | <b>KUALA LUMPUR (Cont'd)</b>   |   |             |
| ARAB-MALAYSIAN SECURITIES SDN BHD  | 15th Floor, Bangunan Arab-Malaysian<br>55, Jalan Raja Chulan<br>50200 Kuala Lumpur<br>Tel No. 03-2078 2788                                  | 086-001     | KUALA LUMPUR CITY SECURITIES SDN BHD   | No.8, Jalan Binjai<br>Off Jalan Ampang<br>50450 Kuala Lumpur<br>Tel No. 03-2166 7922  | 076-001     |
| AFFIN-UOB SECURITIES SDN BHD   | Level 3, Menara Keck Seng<br>203, Jalan Bukit Bintang<br>55100 Kuala Lumpur<br>Tel No. 03-2143 8668   | 028-001     | K & N KENANGA BERHAD (formerly known as K & N Kenanga Sdn Bhd)                     | 8th Floor Kenanga International<br>Jalan Sultan Ismail<br>50250 Kuala Lumpur<br>Tel No. 03-2164 9080                            | 073-001     |
| BBMB SECURITIES SDN BHD  | Level 2, 3, 4 & 15<br>Menara Olympia<br>8 Jalan Raja Chulan<br>50200 Kuala Lumpur<br>Tel No. 03-2031 9900                                   | 099-001     | LEONG & COMPANY SDN BHD  | Level 18, Wisma Cyclecarri<br>288, Jalan Raja Laut<br>50350 Kuala Lumpur<br>Tel No. 03-2692 8899                                | 061-001     |
| BIMB SECURITIES SDN BHD  | 1st & 2nd Floors<br>Podium Block, Bangunan AMDB<br>No. 1 Jalan Lumut<br>50400 Kuala Lumpur<br>Tel No. 03-40433533                           | 024-001     | MAYBAN SECURITIES SDN BHD  | Level 5-13<br>Mayban Life Tower<br>Dataran Maybank<br>No. 1, Jalan Maarof<br>59000 Kuala Lumpur<br>Tel No. 03-22978888          | 098-001     |
| FIMA SECURITIES SDN BHD (formerly known as CapitalCorp Securities Sdn Bhd) | 45-14, Plaza Level & Level 1,<br>Plaza Damansara 1<br>Jalan Medan Setia 1,<br>Damansara Heights<br>50490 Kuala Lumpur<br>Tel No. 03-2549966 | 018-001     | MIDF SISMA SECURITIES SDN BHD  | 17 <sup>th</sup> & 18 <sup>th</sup> Floors<br>Empire Tower<br>182, Jalan Tun Razak<br>50400 Kuala Lumpur<br>Tel No.: 03-2166888 | 026-001     |
| CIMB SECURITIES SDN BHD  | 9th Floor, Commerce Square<br>Jalan Semantan<br>Damansara Heights<br>50490 Kuala Lumpur<br>Tel No. 03-2532288                               | 065-001     | ALLIED AVENUE ASSETS SECURITIES SDN BHD (formerly known as MGI Securities Sdn Bhd) | Ground Floor & Level 1<br>THB Satu<br>Jalan Damansara Endah<br>Damansara Heights<br>50490 Kuala Lumpur<br>Tel No.: 03-255 1111  | 052-001     |
| HLG SECURITIES SDN BHD (formerly known as Zalik Securities Sdn Bhd)        | Level 5, Wisma Kia Peng<br>No. 3, Jalan Kia Peng<br>50450 Kuala Lumpur<br>Tel No.: 03-2168 1168   | 066-001     | OSK SECURITIES BERHAD  | 10th Floor, Plaza OSK<br>Jalan Ampang<br>50450 Kuala Lumpur<br>Tel No. 03-21624388  | 056-001     |
| INTER-PACIFIC SECURITIES SDN BHD   | Level 7, Shahzan-Insan Tower<br>30, Jalan Sultan Ismail<br>50250 Kuala Lumpur<br>Tel No. 03-21441888  | 054-001     | PB SECURITIES SDN BHD  | 27th Floor, Bangunan Public Bank<br>No.6, Jalan Sultan Sulaiman<br>50000 Kuala Lumpur<br>Tel No. 03-2013011                     | 051-001     |
| JUPITER SECURITIES SDN BHD (formerly known as HA Securities Sdn Bhd)       | Lot 7th - 9th Floor<br>Menara Olympia<br>8, Jalan Raja Chulan<br>50200 Kuala Lumpur<br>Tel No. 03-2034 1888                                 | 055-001     | PM SECURITIES SDN BHD (formerly known as Pengkalen Securities Sdn Bhd)             | Ground & 1st Floor<br>MUI Plaza<br>Jalan P.Ramlee<br>50250 Kuala Lumpur<br>Tel No. 03-2146 3000                                 | 064-001     |

**16. APPLICATION FOR SECURITIES (Cont'd)**

| <b>Name</b>  | <b>Address And Telephone Number</b>   | <b>Broker Code</b> | <b>Name</b>   | <b>Address And Telephone Number</b>  | <b>Broker Code</b> |
|--|---|--------------------|---|--|--------------------|
| <b>KUALA LUMPUR (Cont'd)</b>   |   |                    | <b>SELANGOR DARUL EHSAN (Cont'd)</b>  |  |                    |
| RASHID<br>HUSSAIN<br>SECURITIES SDN<br>BHD   | 9th Floor, Tower One<br>RHB Centre<br>Jalan Tun Razak<br>50400 Kuala Lumpur<br>Tel No. 03-985 2233  | 087-001            | K&N KENANGA<br>BHD  | Bilik 7.02 Aras 7<br>Menara ING<br>Intan Millenium Square<br>68 Jalan Batai Laut 4<br>Taman Intan<br>41300 Klang<br>Selangor Darul Ehsan<br>Tel No. 03-3005 7001                                     | 073-007            |
| KAF-<br>SEAGROATT &<br>CAMPBELL SDN<br>BHD ( <i>formerly<br/>known as Seagroatt<br/>&amp; Campbell Sdn<br/>Bhd</i> ) | 30th Floors<br>The Weld Tower<br>76, Jalan Raja Chulan<br>50200 Kuala Lumpur<br>Tel No.: 03-2020 1600   | 053-001            | PM SECURITIES<br>SDN BHD  | No 157 & 159 Jalan<br>Kenari 23/A<br>Bandar Puchong Jaya<br>47100 Puchong<br>Selangor Darul Ehsan<br>Tel No. 03-8070 0773  | 064-003            |
| SIME<br>SECURITIES SDN<br>BHD ( <i>formerly<br/>known as UMB<br/>Securities Sdn Bhd</i> )                            | 21 <sup>st</sup> Floor, Bangunan<br>SIME Bank<br>4, Jalan Sultan Sulaiman<br>50000 Kuala Lumpur<br>Tel No. 03-2274 9288   | 097-001            | MOHAIYANI<br>SECURITIES SDN<br>BHD  | 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Floors<br>Plaza Damansara<br>Utama<br>2, Jalan SS21/60<br>Damansara Utama<br>47400 Petaling Jaya<br>Selangor Darul Ehsan<br>Tel No. 03-7729 7345 | 095-001            |
| TA SECURITIES<br>BERHAD<br>( <i>formerly known as<br/>TA Securities Sdn<br/>Bhd</i> )                                | Menara TA One<br>22, Jalan P. Ramlee<br>50250 Kuala Lumpur<br>Tel No. 03-2072 1277  | 074-001            | SJ SECURITIES SDN<br>BHD  | Level 3, Holiday Villa<br>9, Jalan SS12/1,<br>Subang Jaya<br>47500 Petaling Jaya<br>Selangor Darul Ehsan<br>Tel No. 03-5634 0202   | 096-001            |
| Hwang-DBS<br>Securities Bhd (KL<br>Branch)   | 2 <sup>nd</sup> Floor, Bangunan AHP<br>2 Jalan Tun Mohd Fuad<br>3, Taman Tun Dr. Ismail<br>60000 Kuala Lumpur<br>Tel No. 03-7710 6688   | 068-009            | JF APEX<br>SECURITIES SDN<br>BHD ( <i>Petaling Jaya<br/>Branch Office</i> ) | 15 <sup>th</sup> & 16 <sup>th</sup> Floor,<br>Menara Choy Fook On<br>No.1B, Jalan Yong<br>Shook Lin<br>46050 Petaling Jaya<br>Selangor Darul Ehsan<br>Tel No. 03-7620 1118                           | 079-002            |
| <b>SELANGOR DARUL EHSAN</b>  |   |                    |   |  |                    |
| AMSTEEL<br>SECURITIES (M)<br>SDN BHD<br>( <i>formerly known as<br/>Klang Securities<br/>Sdn Bhd</i> )                | No. 2 <sup>nd</sup> , 3 <sup>rd</sup> & 4 <sup>th</sup> Floors,<br>Wisma Amsteel<br>Securities<br>No. 1, Lintang Pekan<br>Baru, Off Jalan Meru<br>41050 Klang<br>Selangor Darul Ehsan<br>Tel No. 03-3343 9999 | 080-001            | K&N KENANGA<br>BHD  | 1 <sup>st</sup> Floor, Wisma UEP<br>Pusat Perniagaan USJ<br>10<br>Jalan USJ 10/1A<br>46720 Subang Jaya<br>Selangor Darul Ehsan<br>Tel No. 03-8024 1682   | 073-006            |
| K&N KENANGA<br>BHD   | 13 <sup>th</sup> Floor, Menara<br>Yayasan Selangor<br>18A, Jalan Persiaran<br>Barat Off Jalan Persiaran<br>Timur<br>46000 Petaling Jaya<br>Selangor Darul Ehsan<br>Tel No. 03-7956 2169                       | 073-005            | HWANG-DBS<br>SECURITIES SDN<br>BHD  | 16 <sup>th</sup> , 18th-20th Floors,<br>Plaza Masalam<br>2, Jalan Tengku<br>Ampuan Zabedah E9/E<br>Section 9<br>40100 Shah Alam<br>Selangor Darul Ehsan<br>Tel No. 03-5513 3288                      | 068-002            |
| JF APEX<br>SECURITIES SDN<br>BHD ( <i>formerly<br/>known as Apex<br/>Securities Sdn Bhd</i> )                        | 3rd Floor, Wisma Apex<br>145A-C, Jalan Bukit<br>43000 Kajang<br>Selangor Darul Ehsan<br>Tel No. 03-8736 1118  | 079-001            |   |  |                    |

## 16. APPLICATION FOR SECURITIES (Cont'd)

| Name   | Address And Telephone Number  | Broker Code | Name  | Address And Telephone Number   | Broker Code |
|--|---|-------------|---|--|-------------|
| <b>MALACCA</b>   |   |             | <b>PENANG (Cont'd)</b>  |  |             |
| MALACCA SECURITIES SDN BHD                                 | No.1, 3 & 5, Jalan PPM9, Plaza Pandan Malim (Business Park) Balai Panjang P.O Box. 248 75250 Melaka Tel No. 06-337 1533   | 012-001     | SMITH ZAIN SECURITIES SDN BHD   | 7th & 8th Floors, Menara PSCI 39 Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No. 04-228 3355  | 016-001     |
| OSK SECURITIES Sdn Bhd (Melaka Branch Office)              | 579, 580-581A & B, Taman Melaka Raya 75000 Melaka Tel No. 06-282 5211   | 056-003     | SOON THEAM SECURITIES SDN BHD (formerly known as Syarikat Soon Theam Sdn Bhd) | No.111, Jalan Macalister 10400 Pulau Pinang Tel No. 04-228 1868  | 060-001     |
| STRAITS SECURITIES SDN BHD                                 | Lot 9 & 10, 1st Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel No. 06-283 3622   | 011-001     | UT SECURITIES SDN BHD (formerly known as United Traders Securities Sdn Bhd)   | 6 <sup>th</sup> , 10 <sup>th</sup> & 12 <sup>th</sup> Floor, Bangunan Mayban Trust 3, Penang Street 10200 Pulau Pinang Tel No. 04-262 6644 | 059-001     |
| <b>PENANG</b>  |   |             | OSK SECURITIES BERHAD (Butterworth Branch Office)                             | Level 19 NB Tower 5050, Jalan Bagan Luar 12000 Butterworth Pulau Pinang Tel No. 04-332 2299  | 056-005     |
| A.A. ANTHONY & COMPANY SDN BHD                             | No 41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel No. 04-229 9318  | 014-001     | THONG & KAY HIAN SECURITIES SDN BHD (formerly known as Thong KHJC Sdn Bhd)    | Level 5 & 6, Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No. 04-263 5481  | 070-001     |
| HWANG-DBS SECURITIES BERHAD                                | Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No. 04-263 6996   | 068-001     | <b>PERAK DARUL RIDZUAN</b>  |  |             |
| HWANG-DBS SECURITIES BERHAD (Bukit Mertajam Branch Office) | Ground, 1st&2nd Floors, 1620 & 1621, Jalan Permatang Batu, Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No. 04-537 2882                        | 068-006     | BOTLY SECURITIES SDN BHD  | 1st Floor, Plaza Teh Teng Seng 227, Jalan Kampar 30250 Ipoh Perak Darul Ridzuan Tel No. 05-253 1313  | 058-001     |
| MERCURY SECURITIES SDN BHD                                 | Ground, 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor, Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Perai Pulau Pinang Tel No. 04-332 2123 | 093-001     | HWANG-DBS SECURITIES SDN BHD (Taiping Branch Office)                          | No. 21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No. 05-806 0888   | 068-003     |
| OSK SECURITIES SDN BHD                                     | 64 Bishop Street 20F & 20G Penang Street 10200 Pulau Pinang Tel No. 04-2634222  | 056-004     | KIN KHOON & COMPANY SDN BHD   | A23-A27, Jalan Dato' Tahwil Azhar, Wisma Kota Emas, P.O Box 421, 30300 Ipoh, Perak Darul Ridzuan Tel No. 05-254 3311                       | 017-001     |
| PM SECURITIES SDN. BHD.                                    | Level 25, Menara BHL 51, Jalan Sultan Ahmad Shah, 10050 Penang Tel No. 04-2273000   | 064-004     | MAYBAN SECURITIES SDN BHD (Ipoh Branch Office)                                | 55,57 & 63, Persiaran Greenhill, 30450 Ipoh Perak Darul Ridzuan Tel No. 05-255 8233  | 098-002     |

**16. APPLICATION FOR SECURITIES (Cont'd)**

| Name  | Address And Telephone Number  | Broker Code | Name   | Address And Telephone Number  | Broker Code |
|---|---|-------------|--|---|-------------|
| <b>PERAK DARUL RIDZUAN (Cont'd)</b>   |   |             | <b>PAHANG DARUL MAKMUR (Cont'd)</b>  |   |             |
| M&A SECURITIES SDN BHD ( <i>formerly known as Perak Traders &amp; Company Sdn Bhd</i> ) | M&A Building<br>52A, Jalan Sultan Idris Shah<br>30000 Ipoh<br>Perak Darul Ridzuan<br>Tel No. 05-241 9800  | 057-001     | OSK SECURITIES SDN BHD   | A27 & A29 Lorong Tun Ismail 9<br>Seri Dagangan Kuantan Business Centre<br>25000 Kuantan<br>Tel No. 09-5163811                               | 056-007     |
| OSK SECURITIES BERHAD ( <i>Ipoh Branch Office</i> )                                     | 21-25, Jalan Seenivasagam 30450 Ipoh<br>Perak Darul Ridzuan<br>Tel No. 05-241 5100  | 056-002     | <b>JOHOR DARUL TAKZIM</b>  |   |             |
| SBB SECURITIES SDN BHD  | 51-53, Persiaran Greenhill<br>30450 Ipoh<br>Perak Darul Ridzuan<br>Tel No. 05-253 0888  | 090-001     | K & N KENANGA SECURITIES SDN BHD   | Level 2, Menara Pelangi<br>Jalan Kuning<br>Taman Pelangi<br>80400 Johor Bahru<br>Johor Darul Takzim<br>Tel No. 07-333 3600                  | 073-004     |
| ALLIED AVENUE ASSETS SECURITIES SDN BHD   | A23-A29, Wisma Kota Emas<br>Jalan Dato Tahwil Azar<br>30300 Ipoh Perak<br>Tel No. 05-2422828  | 052-002     | OSK SECURITIES BERHAD ( <i>Johor Bahru Branch Office</i> )                     | Unit 27-01 to 27-08<br>Level 27 Menara Landmark<br>No.12, Jalan Ngee Heng<br>80000 Johor Bahru<br>Johor Darul Takzim<br>Tel No. 07-221 2233 | 056-006     |
| <b>NEGERI SEMBILAN DARUL KHUSUS</b>   |   |             | JB SECURITIES SDN BHD  | Suite 8.2, Level 8, Menara Sarawak Enterprise<br>5, Jalan Bukit Meldum<br>80300 Johor Bahru<br>Johor Darul Takzim<br>Tel No. 07-333 2000    | 078-001     |
| PAN MALAYSIA EQUITIES SDN BHD ( <i>formerly known as Kimara Equities Sdn Bhd</i> )      | 9 <sup>th</sup> & 10th Floor, Bangunan Yayasan Negeri Sembilan<br>Jalan Yam Tuan<br>70000 Seremban<br>Negeri Sembilan Darul Khusus<br>Tel No. 06-763 8999 | 084-001     | ENG SECURITIES SDN BHD   | 95, Jalan Tun Abdul Razak<br>80000 Johor Bahru<br>Johor Darul Takzim<br>Tel No. 07-223 1211   | 081-001     |
| PM SECURITIES SDN BHD   | 1st, 2nd & 3rd Floors, 19-21, Jalan Kong Sang<br>70000 Seremban<br>Negeri Sembilan Darul Khusus<br>Tel No. 06-762 3131                                    | 064-002     | KESTREL SECURITIES SDN BHD ( <i>formerly known as MBf Securities Sdn Bhd</i> ) | No.57, 59 & 61<br>Jalan Ali<br>84000 Muar<br>Johor Darul Takzim<br>Tel No.: 07-953 2222   | 088-001     |
| HWANG-DBS SECURITIES SDN BHD  | Ground & 1 <sup>st</sup> Floor<br>105, 107 & 109<br>Jalan Yam Tuan<br>70000 Seremban<br>Tel No. 06-761 2288   | 068-007     | KUALA LUMPUR CITY SECURITIES SDN BHD   | No 46 & 48 Jalan Dato Kapten Ahmad<br>86000 Kluang<br>Tel No.: 07-953 2222  | 076-006     |
| <b>PAHANG DARUL MAKMUR</b>  |   |             | ARAB-MALAYSIAN SECURITIES SDN BHD  | 2nd Floor, Penggaran Complex<br>1 Jalan Abdul Rahman<br>83000 Batu Pahat<br>Johor Darul Takzim<br>Tel No. 07-434 2282                       | 086-002     |
| KUALA LUMPUR CITY SECURITIES SDN BHD ( <i>Kuantan Branch Office</i> )                   | A-397, A-399 & A-401<br>Taman Sri Kuantan III<br>Jalan Berserah<br>25300 Kuantan<br>Pahang Darul Makmur<br>Tel No. 09-566 0800                            | 076-002     |  |   |             |

## 16. APPLICATION FOR SECURITIES (Cont'd)

| Name  | Address And Telephone Number  | Broker Code | Name  | Address And Telephone Number   | Broker Code |
|---|---|-------------|---|--|-------------|
| <b>JOHOR DARUL TAKZIM (Cont'd)</b>  |   |             | <b>SABAH</b>  |  |             |
| HWANG -DBS SECURITIES BERHAD ( <i>Johor Bahru Branch Office</i> )   | Level 7 (Office Tower)<br>Johor Bahru City Square<br>106-108, Jalan Wong Ah Fook, 80000 Johor Bahru<br>Johor Darul Takzim<br>Tel No. 07-222 2692                      | 068-004     | INNOSABAH SECURITIES BERHAD ( <i>formerly known as InnoSabah Securities Sdn Bhd</i> ) | 11 Equity House,<br>Block K, Sadong Jaya<br>Karamuning<br>88100 Kota Kinabalu<br>Sabah<br>Tel No. 088-234099   | 020-001     |
| <b>PERLIS INDRA KAYANGAN</b>  |   |             | KUALA LUMPUR CITY SECURITIES SDN BHD  | Suite 1-9E1 9 <sup>th</sup> Floor<br>CPS Tower<br>No 1 Jalan Centre Points<br>88000 Kota Kinabalu<br>Tel No. 088-253922  | 076-005     |
| KUALA LUMPUR CITY SECURITIES SDN BHD ( <i>Kangar Branch Office</i> )  | 2nd Floor, Podium<br>Block, Bangunan KWSP<br>01000 Kangar<br>Perlis Indra Kayangan<br>Tel No. 04-976 5200   | 076-003     | HWANG DBS SECURITIES SDN BHD  | Room Nos 106-109<br>Mezzanine Floor<br>Room Nos 207-212 2 <sup>nd</sup><br>Floor Gaya Centre<br>Jalan Tun Fuad Stephens<br>88400 Kota Kinabalu<br>Tel No. 088-311688 | 068-008     |
| <b>KEDAH DARUL AMAN</b>   |   |             | <b>SARAWAK</b>  |  |             |
| KUALA LUMPUR CITY SECURITIES SDN BHD ( <i>Alor Setar Branch Office</i> )  | 2nd Floor, Wisma PKNK<br>Jalan sultan Badlishah<br>05000 Alor Setar<br>Kedah Darul Aman<br>Tel No. 04-731 7088  | 076-004     | BORNEO SECURITIES SDN BHD   | 12 G- Jalan Kampung<br>Datu<br>96000 Sibul<br>Sarawak<br>Tel No. 084-319998  | 030-001     |
| <b>TERENGGANU DARUL IMAN</b>  |   |             | HWANG-DBS SECURITIES BERHAD ( <i>Kuching Branch Office</i> )                          | Lot 328, Jalan Abell<br>93100 Kuching<br>Sarawak<br>Tel No. 082-236999   | 068-005     |
| FA SECURITIES SDN BHD   | No.51 & 51A Ground,<br>Mezzanine & 1 <sup>st</sup> Floor<br>Jalan Tok Lam<br>20100 Kuala Terengganu<br>Terengganu Darul Iman<br>Tel No. 09-623 8128                   | 021-001     | K & N KENANGA BHD   | Wisma Mahmud<br>Jalan Sungai Kuching<br>93100 Kuching<br>Sarawak<br>Tel No. 082-338000   | 073-002     |
| PTB SECURITIES SDN BHD  | 1st, 2nd & 3rd Floors<br>No.61, Jalan Sultan<br>Ismail, Peti Surat 151<br>Pejabat Pos Besar<br>20700 Kuala Terengganu<br>Terengganu Darul Iman<br>Tel No. 09-623 5546 | 025-001     | K & N KENANGA BHD ( <i>Miri Branch Office</i> )                                       | Lot 2465, Jalan<br>Boulevard Utama<br>Boulevard Commercial<br>Centre<br>98000 Miri<br>Sarawak<br>Tel No. 085-435577  | 073-003     |
| <b>KELANTAN DARUL NAIM</b>  |   |             | OSK SECURITIES SDN BHD  | Ground Floor & 1 <sup>st</sup> Floor<br>Wisma Chinese<br>Chambers<br>Lot 357 Section 47<br>KTLD Jalan Bukit Mata<br>Kuching<br>93100 Kuching<br>Tel No. 082-422252   | 056-008     |
| KOTA BHARU SECURITIES SDN BHD ( <i>formerly known as Lee &amp; Kee Securities Sdn Bhd and Faiz Securities Sdn Bhd</i> ) | 298 Jalan Tok Hakim<br>15000 Kota Bharu<br>Kelantan Darul Naim<br>Tel No. 09-743 2288   | 075-001     |   |  |             |

**16. APPLICATION FOR SECURITIES (Cont'd)**

| Name                              | Address And Telephone Number | Broker Code | Name | Address And Telephone Number | Broker Code |
|-----------------------------------|------------------------------|-------------|------|------------------------------|-------------|
| <b>WILAYAH PERSEKUTUAN LABUAN</b> |                              |             |      |                              |             |
| SHARETECH                         | Unit 7A, Level 7             | 022-001     |      |                              |             |
| SECURITIES SDN                    | Main Office Tower            |             |      |                              |             |
| BHD ( <i>formerly</i>             | Financial Park Labuan        |             |      |                              |             |
| <i>known as Labuan</i>            | Jalan Merdeka                |             |      |                              |             |
| <i>Securities Sdn Bhd</i> )       | 87000 Wilayah                |             |      |                              |             |
|                                   | Persekutuan Labuan           |             |      |                              |             |
|                                   | Tel No. 087-451666           |             |      |                              |             |

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