

15. FURTHER INFORMATION

15.1 Share Capital

- (i) No shares will be allotted or issued on the basis of this Prospectus later than 12 months after the date of issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. There is only one (1) class of shares in the Company namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (iii) Save as disclosed in Sections 7.3 and 7.5 of this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) preceding years from the date of this Prospectus.
- (iv) Save for the Issue Shares reserved for eligible employees of the Group as disclosed in Section 5.4 of this Prospectus and the new shares to be issued under the ESOS which is to be implemented not earlier than one (1) year from the Listing as disclosed in Section 14 of this Prospectus, no person including Directors or employees of the SKPRB Group has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries nor has any options to subscribe for securities been granted or exercised by any Directors or employees during the last financial year.
- (v) Other than the allocation of Issue Shares for eligible employees of the Group under the Public Issue as disclosed in Section 5.4 of this Prospectus, there is currently no scheme involving the employees in the capital of the Company or its subsidiaries. However, SKPRB intends to implement the ESOS not earlier than one (1) year from the Listing as disclosed in Section 14 of this Prospectus.

The maximum number of shares entitled under the options to be granted (subject to adjustment under the ESOS bye-laws) pursuant to the ESOS by the Board to the Executive Directors are as follows:

Name	Position	Maximum No. of SKPRB Shares
Dato' Gan Kim Huat	Managing Director	480,000
Gan Poh San	Executive Director	480,000
Chia Choong Kim	Executive Director	480,000

- (vi) As at the date of this Prospectus, the Group does not have any outstanding convertible securities, options, warrants or uncalled capital.

15.2 Articles of Association

Unless otherwise stated, the abbreviation used in Section 15.2 of this Prospectus, shall have the following meanings:

Act	:	Companies Act, 1965
Central Depositories Act	:	The Securities Industry (Central Depositories) Act, 1991
Listing Requirements	:	Listing Requirements of the KLSE
Rules	:	Rules of MCD

15. FURTHER INFORMATION (Cont'd)

15.2.1 Transfer of Securities and Transmission of Securities

The provisions in the Articles, the Listing Requirement, the Act and the Rules in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows:

(i) Articles***Article 27 - Transfer of Securities***

The transfer of any listed securities or class of listed securities of the Company shall be by way of book entry by the MCD in accordance with the Rules and, notwithstanding Sections 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 such listed securities.

Article 28 - Instrument of Transfer

Every instrument of transfer for listed securities shall be in writing and in the form approved in the Rules and shall be presented to the MCD with such evidence (if any) as the MCD may require to prove the title of the intending transferor and that the intended transferee is a qualified person.

Article 29 - Refusal of Transfer

The MCD may refuse to register any transfer of listed securities that does not comply with the Central Depositories Act and the Rules. Subject to the provisions of the Act, the Central Depositories Act and the Rules, no listed securities shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind or any partnership or unincorporated association or body.

Article 30 - Suspension or Closing of Registration

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine not exceeding in the whole thirty (30) days in any year. At least 12 clear Market Days' (any day between Mondays and Fridays, inclusive, which is not a market holiday or public holiday) notice of intention to close the said register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the KLSE. The said notice shall state the purpose or purposes for which the register is being closed. At least three (3) Market Days prior notice shall be given to the MCD to prepare the appropriate Record of Depositors Provided that where the Record of Depositors is required in respect of corporate actions at least seven (7) Market Days prior notice shall be given to the MCD or such other notice period in accordance with the Rules to enable the MCD to issue the appropriate Record of Depositors.

15. FURTHER INFORMATION (Cont'd)

Article 31 - Record of Depositors

The Record of Depositors requested by the Company as at any specified date and/or for any specified purpose when made available to the Company may be treated as the final Record of Depositors as at the specified date for the specified purpose. If there shall be more than one Record of Depositors made available to the Company as at the specified date for the specified purpose then the later or last of the Record of Depositors prepared by the MCD and confirmed by the MCD as a correct Record of Depositors shall be the final Record of Depositors as at the specified date for the specified purpose. If such confirmation from the MCD shall not be available, then the later or last of the Record of Depositors received by the Company shall be deemed to be the final Record of Depositors as at the specified date and for the specified purpose.

Article 32 - Renunciation

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

Article 33 - Transmission of Securities from Foreign Register

(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 Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such securities.

the Company shall, upon request of such 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) Where the requirements of subparagraphs (1)(a) and (b) above are fulfilled, the Company shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

15. FURTHER INFORMATION (Cont'd)

Article 34 - Death of Member

In case of the death of a member, the executor(s) or administrator(s) of the deceased shall be the only person(s) recognised by the Company as having any title to his interest in the shares but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been held by the deceased member.

Article 35 – Share of Deceased or Bankrupt Member

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors but subject to the Central Depositories Act and the Rules, elect either to be registered himself as a member in respect of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy Provided Always that where the share is a deposited security, subject to the provisions of the Act, the Central Depositories Act, the Rules and the Listing Requirements, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.

Article 36 – Notice of Election

If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects Provided that where the share is a deposited security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the MCD. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the share or such other instrument as the MCD may require. All the limitations, restrictions and provisions of these Articles relating to the rights to transfer and the registration of transfers of shares, the Central Depositories Act and the Rules shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

Article 37 - Person Entitled May Receive Dividends Before Registration

Where the holder of any shares dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall, until he transfers or is registered as a member in respect of such shares, be entitled to the same dividends and other advantages and to the same rights as the holder would have been entitled to if he had not died or become bankrupt except that he shall not without being registered as a member in respect of such share be entitled to exercise any right of membership in relation to meetings of the Company.

15. FURTHER INFORMATION (Cont'd)

(ii) Act

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

Section 103(1)

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

Section 103(1A)

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

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

Section 107C(1)

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

Section 107C(2)

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

(iii) Rules

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

Rule 8.01(2)

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

15. FURTHER INFORMATION (Cont'd)

Rule 8.05A

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

Rule 9.03(2)

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

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

15. FURTHER INFORMATION (Cont'd)

(iv) Listing Requirements

The provisions of the Listing Requirements on the transferability of securities are as follows:

Paragraph 7.13 - Transfers of Securities

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

Paragraph 7.14 - Transmission of Securities from Foreign Register

(1) Where:

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

such company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the company in the jurisdiction of the approved market place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the company in Malaysia (hereinafter referred to as "the Malaysian Register") provided that there shall be no change in the ownership of such securities.

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

15. FURTHER INFORMATION (Cont'd)

15.2.2 Remuneration of Directors

The provisions of the Articles dealing with the remuneration of the Directors are as follows:

Article 93 - Directors' Remuneration

The Directors shall be paid by way of remuneration for their services such fixed sum (if any) as shall from time to time be determined by the Company in general meeting, and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine, Provided Always that:

- (a) the fees payable to the Directors shall from time to time be determined by a resolution of the Company in general meeting Provided Always that such fees 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 general meeting;
- (b) save as provided in Article 93(a) hereof, an executive Director shall, subject to the terms of any agreement (if any) entered into in any particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine. All remuneration, other than the fees provided for in Article 93(a) hereof, payable to the non-executive Directors shall be determined by a resolution of the Company in general meeting;
- (c) fees payable to non-executive Directors shall be a fixed sum, and not by a commission on or percentage of profits or turnover;
- (d) salaries payable to executive Directors may not include a commission on or percentage of turnover; and
- (e) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

Article 94 - Reimbursement of Expenses

- (1) The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending board of Directors' meetings or general meetings of the Company.
- (2) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Company in general meeting and such remuneration may be either in addition to or in substitution for his or their share in the remuneration from time to time provided for the Directors. Extra remuneration payable to non-executive Director(s) shall not include a commission or percentage of revenue or profits.

15. FURTHER INFORMATION (Cont'd)

Article 120 – Remuneration of Managing Director

The remuneration of a Managing Director or Managing Directors shall be fixed by the Directors and may be by way of salary or commission or participation in profits or otherwise or by any or all of these mode but shall not include a commission on or percentage of turnover.

15.2.3 Voting and Borrowing Powers of Directors

The provisions in the Articles dealing with the voting and borrowing powers of the Directors including voting powers in relation to the proposals, arrangements or contracts in which they are interested are as follows:

Article 115 – Restriction on Voting

In amplification of and not in derogation of Articles 103 and 104, a Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly, an interest (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same, in the quorum present at the meeting.

Article 116 – Power to Vote

Subject to Article 115, a Director may vote in respect of:

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

Article 98 – Directors' Borrowing Powers

- (1) The Directors may exercise all the powers of the Company to borrow and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, or its subsidiaries.
- (2) The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property, or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

15. FURTHER INFORMATION (Cont'd)

15.2.4 Changes in Share Capital and Variation of Class Rights

The provisions in the Articles as to changes in share capital and variation of class rights, which are no less stringent than those required by law, are as follows:

Article 4 – Power to Issue Shares

No shares may be issued by the Directors without the prior approval of the Company by Ordinary Resolution in general meeting but subject thereto and to the Act and to these Articles 51 and 52, the Directors may issue shares in the Company at such times as they may think fit and any such shares may be issued either at a premium or at par or (subject to the provisions of the Act) at a discount and with such preferred, deferred, or to other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors may determine and may give by agreement to any person the right or option of requiring at a future date that an allotment shall be made to him of any shares at par or at such premium as may be agreed.

Article 5 – Allotment of Shares

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

- (a) no shares shall be issued at a discount except in compliance with the provisions of Section 59 of the Act;
- (b) in the case of shares 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 shares;
- (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 and in the resolution creating the same;
- (d) the Company must not cause or authorise its registrars to cause the securities accounts of the allottees to be credited with the additional shares until after the Company has filed with the KLSE an application for listing of such additional shares and been notified by the KLSE that they have been authorised for listing;
- (e) every issue of shares or options to employees and/or Directors of the Company shall be approved by the members in general meeting and no Director shall participate in such issues of shares or options unless:
 - (i) the members in general meeting have approved of the specific allotment to be made to such Director; and
 - (ii) he holds office in the Company in an executive capacity Provided Always that a Director not holding office in an executive capacity may so participate, in an issue of shares pursuant to a public issue or public offer.

15. FURTHER INFORMATION (Cont'd)

Article 8 – Rights of Holders of Preference Shares

Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued but subject to the provisions of the Act, the Central Depositories Act and the Rules and these Articles, any preference shares may with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed. The total nominal value of the issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time subject thereto and the Company shall not issue preference shares ranking in priority above preference shares already issued, but may issue preference shares ranking equally therewith. The holder of a preference share shall have the same rights as a holder of ordinary share as regards receiving notices, reports and audited accounts, and attending general meetings of the Company. The holder of a preference share shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up. The holder of a preference share shall also have the right to vote at any general meeting convened for each of the following purposes:

- (a) when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months;
- (b) on a proposal to reduce the Company's share capital;
- (c) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
- (d) on a proposal that affects rights and privileges attaching to the preference shares;
- (e) on a proposal to wind up the Company; and
- (f) during the winding up of the Company.

Article 10 – Modification of Class Rights

If at any time the share capital is divided into different classes of shares, the rights attached to any class shall be expressed herein or in the resolution creating the same and may subject to the provisions of the Act whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meetings the quorum shall be two (2) persons at least holding or representing by proxy one-tenth (1/10) of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 152 of the Act shall with such adaptations as are necessary apply. A resolution in writing signed by all the holders of a class or if all the shares in a class are held by one sole holder a resolution in writing signed by such sole holder shall have the same effect and validity as a special resolution of the holders of the class passed at a separate general meeting of the holders of that class duly convened or held and constituted and may consist of several documents in the like form each signed by one or more of such holders and if a holder is a corporation, then such resolution shall be signed by its representatives.

15. FURTHER INFORMATION (Cont'd)

Article 11 – Ranking of Class Rights

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

Article 56 – Alteration of Capital

The Company may from time to time in general meeting by Ordinary Resolution:

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

15.3 Directors and Major Shareholders

- (i) The names, addresses and occupations of the Directors are set out in Section 1 of this Prospectus.
- (ii) A Director is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at general meeting.
- (iii) No Director, senior management or person nominated to become a Director or senior management is or was involved in the following events (whether in or outside Malaysia):
 - (a) a petition under any bankruptcy or insolvency laws filed (and not struck out) against such person or any partnership in which he is or was a partner or any corporation of which he is or was a director or key personnel;
 - (b) conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - (c) the subject of any order, judgement or ruling of any court of competent jurisdiction, tribunal or governmental body permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.

15. FURTHER INFORMATION *(Cont'd)*

- (iv) Save as disclosed in this Prospectus, none of the Directors are aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public which could materially affect the profits of the SKPRB Group.
- (v) Save as disclosed below, none of the Directors or Major Shareholders of SKPRB have any interest, direct or indirect, in the promotion of or in any assets which have been, within the two (2) preceding years of the date of this Prospectus, acquired or disposed of by or leased to or proposed to be acquired, disposed of by or leased to the Company or its subsidiaries save and except for transactions within the ordinary course of business.

The Directors and Major Shareholders of the Company who are deemed interested in the Acquisitions as disclosed in Section 7.2 of this Prospectus are as follows:

Name	Nature of interest
Dato' Gan Kim Huat	Director and Major Shareholder of GHI and GHL
Gan Poh San	Director and Major Shareholder of SKP

15.4 General

- (i) The nature of the Company's business is described in Section 7.1 of this Prospectus. Other than as mentioned in Section 7.5 of this Prospectus, there is no corporation which is deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965.
- (ii) The estimated expenses and fees, including brokerage, underwriting commission, managing underwriting commission and placement fee relating to the Issue Shares, incidental to the Listing amounting to RM2,000,000 will be borne by the Company.
- (iii) Save as disclosed in paragraph (ii) above, no commission, discount, brokerage or other special term was granted by the Company within the two (2) years immediately preceding the publication of this Prospectus in connection with the issue or sale of any capital of the Company or its subsidiaries.
- (iv) During the last financial year and the current financial year up to the date of this Prospectus, there were no:
 - (a) public takeover offers by third parties in respect of the Company's shares; and
 - (b) public takeover offers by the Company in respect of other companies' shares.
- (v) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (vi) Save and except for the remuneration payable to the promoters as Directors of the companies within the SKPRB Group and the purchase consideration payable under the restructuring and listing exercise as detailed in Sections 7.8.2 and 7.2 respectively (all of which are disclosed in this Prospectus), no amount or benefit has been paid or given within the two (2) preceding years from the date of this Prospectus, nor is it intended to be so paid or given, to any promoter.

15. FURTHER INFORMATION (Cont'd)

- (vii) Save as disclosed in this Prospectus, the financial performance, position and operations of the Group are not affected by any of the following:
- (a) known trends, demands, commitments, events or uncertainties that have had or that the SKPRB Group reasonably expects to have, a material favourable or unfavourable impact on the financial performance, position and operations of the Group;
 - (b) material commitment for capital expenditure;
 - (c) unusual, infrequent events or transactions or any significant economic changes that have materially affected the financial performance, position and operations of the Group; and
 - (d) known events, circumstances, trends, uncertainties and commitments that are reasonably likely to make the historical financial statements not indicative of future financial performance and position.
- (viii) The Company and its subsidiaries have not established a place of business outside Malaysia.
- (ix) The date and time of the opening and closing of application for of the Public Issue is set out in Section 5.2 of this Prospectus.
- (x) Save for the Public Issue and the shares to be issued under the ESOS, there is no intention on the part of the Directors to issue any part of the authorised but unissued share capital of the Company as at the date of this Prospectus.

15.5 Material Litigation

SKPRB and its subsidiaries are not engaged in any litigation or arbitration either as plaintiff or defendant, which has a material adverse effect on the financial position or business of SKPRB and its subsidiaries and the Directors do not know of any proceeding pending or threatened or of any fact likely to give rise to any proceeding which might materially and adversely affect the financial position or business of SKPRB and its subsidiaries.

15.6 Material Contracts

Save for the material agreements set out in Section 15.7 of this Prospectus and as disclosed below, there are no contracts which are or may be material, not being contracts entered into in the ordinary course of business, which have been entered into by the Company and its subsidiaries during the two (2) years preceding the date of this Prospectus:

- (i) On 29 November 2002, SKPRB entered into a sale and purchase agreement with Dato' Gan Kim Huat, Gan Poh San and MCM for the acquisition of the entire issued and paid-up share capital of SKP for a total purchase consideration of RM29,110,877 which was satisfied by the issuance of the RTA to 26,100,327 new SKPRB Shares which were issued at an issue price of approximately RM1.12 per ordinary share;
- (ii) On 29 November 2002, SKPRB entered into a sale and purchase agreement with Dato' Gan Kim Kim Huat and Datin Tan Lay Koon @ Tan Siok Keng for the acquisition of the entire issued and paid-up share capital of GHL for a total purchase consideration of RM9,720,239 which was satisfied by the issuance of 8,715,004 new SKPRB Shares at an issue price of approximately RM1.12 per ordinary share;

15. FURTHER INFORMATION (Cont'd)

- (iii) On 29 November 2002, SKPRB entered into a sale and purchase agreement with Dato' Gan Kim Kim Huat, AE, Tee Gee Kheng and Teo Eng Huat for the acquisition of the entire issued and paid-up share capital GHI for a total purchase consideration of RM6,674,970 which was satisfied by the issuance of 5,984,667 new SKPRB Shares at an issue price of approximately RM1.12 per ordinary share; and
- (iv) An Underwriting Agreement dated 20 December 2002 between SKPRB, CIMB and AmMerchant for the underwriting of the 3,900,000 of the Issue Shares to the Malaysian public and eligible employees of the SKPRB Group at an issue price of RM1.50 per ordinary share for a managing underwriting commission and underwriting commission of 0.5% and 2.0% respectively of the underwritten value.

15.7 Material Agreements

Save for the subsisting material contracts set out in Section 15.6 of this Prospectus and as disclosed below, there are no other subsisting material agreements which have been entered into by the Company and its subsidiaries.

- (i) The subsidiaries of SKPRB have purchased various insurance policies including fire insurance, machinery and equipment insurance, public liability insurance and consequential loss insurance with various insurance companies with a total insured sum of RM109,399,360;
- (ii) On 19 December 1996, GHT obtained banking facilities such as overdraft, letter of credit, trust receipt, bankers acceptance, term bills and shipping guarantee for a total facility amount of RM100,000 from United Overseas Bank (Malaysia) Berhad. The securities for the facilities comprise of a corporate guarantee and personal guarantees;
- (iii) On 27 January 1997, GHL obtained term loan facility from RHB Bank Berhad for the facility amount of RM480,000 and the securities comprise of legal charge on property and personal guarantee.
- (iv) On 1 October 2001, SKP obtained banking facilities such as overdraft, letter of credit, bankers acceptance, trust receipt, shipping and financial guarantee and foreign exchange contracts for a total facility amount of RM13,000,000 from United Overseas Bank (Malaysia) Berhad. The securities for the facilities comprise of a negative pledge and personal guarantee;
- (v) On 1 October 2001, GHI obtained banking facilities such as overdraft, letter of credit, bankers acceptance, trust receipt, shipping and financial guarantee and foreign exchange contracts for a total facility amount of RM5,000,000 from United Overseas Bank (Malaysia) Berhad. The securities for the facilities comprise of a negative pledge and personal guarantee;
- (vi) On 3 April 2002, SKP obtained banking facilities such as overdraft, term loan, letter of credit, bank guarantee, bankers acceptance, trust receipt, purchase and shipping guarantee, foreign exchange line and foreign bills exchange purchase for a total facility amount of RM7,600,000 from EON Bank Berhad. A negative pledge was given for the facilities;
- (vii) On 18 March 2002, GHI obtained banking facilities such as overdraft, letter of credit, trust receipt, bankers acceptance, shipping and bank guarantee, foreign bills of exchange purchase and domestic bills of exchange purchase and foreign exchange line for a total facility amount of RM3,200,000 from EON Bank Berhad. The securities for the facilities comprise of a negative pledge and personal guarantee;

15. FURTHER INFORMATION (Cont'd)

- (viii) On 11 February 1995 and 4 June 2002, GHL obtained banking facilities such as overdraft and term loan for a total facility amount of RM1,040,800 from Malayan Banking Berhad. The securities for the facilities comprise of personal guarantees and assignment of sale and purchase agreement;
- (ix) On 2 September 2002, SKP obtained banking facilities such as overdraft, letter of credit, trust receipt, bankers acceptance, export credit refinancing and bank guarantee for a total facility amount of RM5,000,000 from RHB Bank Berhad. The securities for the facilities comprise of a negative pledge and personal guarantee; and
- (x) On 2 September 2002, GHI obtained banking facilities such as overdraft, fixed loan, bank guarantee, letter of credit, trust receipt, bankers acceptance and export credit refinancing for a total facility amount of RM4,239,008 from RHB Bank Berhad. The securities for the facilities comprise of a legal charge on property, personal guarantee and negative pledge.

15.8 Letters of Consent

- (i) The written consents of the Companies Secretaries, Principal Bankers, Solicitors, Registrars, Issuing House, Industry Expert, Adviser and Managing Underwriter and Underwriters, to the inclusion in this Prospectus of their names in the context and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report and letters relating to the consolidated profit forecast for the financial year ending 31 March 2003 and proforma consolidated balance sheets as at 31 July 2002 in the context and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

15.9 Documents for Inspection

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

- (i) Memorandum and Articles of Association of SKPRB, SKP, GHL, GHI and GHT;
- (ii) The Accountants' Report and Directors' Report as included in Sections 12 and 13 of this Prospectus respectively;
- (iii) The Reporting Accountants' letter relating to the consolidated profit forecast for the financial year ending 31 March 2003 as included in Section 11.3 of this Prospectus;
- (iv) The Reporting Accountants' letter relating to the proforma consolidated balance sheets of the SKPRB as at 31 July 2002 as included in Section 11.6 of this Prospectus;
- (v) The material contracts referred to in Section 15.6 of this Prospectus;
- (vi) The material agreements referred to in Section 15.7 of this Prospectus;
- (vii) The letters of consent referred to in Section 15.8 of this Prospectus;
- (viii) The audited accounts of SKPRB for the period from 23 August 2000 to 31 March 2001, financial year ended 31 March 2002 and four (4) months ended 31 July 2002;

15. FURTHER INFORMATION *(Cont'd)*

- (ix) The audited accounts of SKP for the five (5) financial years ended 31 March 1998 to 2002 and four (4) months ended 31 July 2002;
- (x) The audited accounts of GHT for the two (2) financial years ended 30 September 1998 to 1999, six (6) months ended 31 March 2000, two (2) financial years ended 31 March 2001 to 2002 and four (4) months ended 31 July 2002;
- (xi) The audited accounts of GHI for the period from 18 September 1996 to 31 December 1997, financial year ended 31 December 1998, 15 months ended 31 March 2000, two (2) financial years ended 31 March 2001 to 2002 and four (4) months ended 31 July 2002;
- (xii) The audited accounts of GHL for the two (2) financial years ended 31 December 1998 to 1999, three (3) months ended 31 March 2000, two (2) financial years ended 31 March 2001 to 2002 and four (4) months ended 31 July 2002;
- (xiii) Service agreement between SKP and Chia Choong Kim as disclosed in Section 7.11.3; and
- (xiv) Reports/presentation material by the MPMA on the following:
 - An overview of the Malaysian Plastics Industry (2002); and
 - Challenges and Opportunities of the Malaysian Plastics Industry (2000).

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