

17. STATUTORY AND GENERAL INFORMATION

17.1 Share Capital

- (i) No shares will be allotted on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) There are no founder, management or deferred shares. 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.
- (iii) Save for the Issue Shares reserved for eligible employees, Directors and persons who have contributed to the success of the CBB Group as disclosed in Section 5.3.2 of this Prospectus, no person has been or is entitled to be given an option to subscribe for any share, stock or debenture of the Company or its subsidiaries.
- (iv) Save as disclosed in section 7 of this Prospectus, no shares and debentures of the Company and its subsidiaries have been issued or is proposed to be issued as fully or partly paid-up for cash or otherwise than for cash within the two (2) years immediately preceding the date of this Prospectus.
- (v) Save as disclosed in this Prospectus, there are no restriction on the transfer of the securities of the Company, except as otherwise required by law.

17.2 Articles of Association

The following provisions are reproduced from the Company's Articles of Association.

(1) *Remuneration of Directors*

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

Article 111

“The remuneration payable to the Directors shall from time to time be determined by an ordinary resolution of the Company in General Meeting. The fees payable to the Directors shall not be increased except pursuant to a resolution passed at the General Meeting when notice of the proposed increase has been given in the notice convening the meeting. The Directors shall also be paid such travelling hotel and other expenses as may reasonably be incurred by them in the execution of their duties including any such expenses incurred in connection with their attendance at meetings of Directors. The fees payable to non-executive directors shall be by a fixed sum and not by a commission on or percentage of profits or turnover. The salaries payable to executive directors may not include a commission on or percentage of turnover.”

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17. STATUTORY AND GENERAL INFORMATION (continued)

Article 112

"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 member of a Committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or (only if an executive Director) by a percentage of profits or otherwise as may be determined by the Directors 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 provided that no Executive Director shall be remunerated by a commission on or percentage of turnover."

(2) **Voting and borrowing powers of the Directors**

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 in and the borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:-

Article 123

"The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, properties 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."

Article 124

"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."

Article 128

"A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract or arrangement with the Company shall declare the nature of his interest in accordance with the provisions of the Act."

Article 129

"A Director shall not vote in respect of any contract or arrangement in which he has directly or indirectly 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."

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17. STATUTORY AND GENERAL INFORMATION (continued)

(3) Changes in capital and variation of class rights

The provisions in the Articles of Association of the Company as to changes in capital and variation of class rights are as follows:-

Article 6

"Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the directors, be conveniently offered under this article."

Article 64

"(1) The Company in General Meeting may by ordinary resolution:-

- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.*
- (b) Cancel any share which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled.*
- (c) Sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act) and so that the resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the other as the Company has power to attach to unissued or new shares.*

(2) The Company in General Meeting may by special resolution reduce its share capital, any capital redemption reserve fund, or any share premium account in any manner and with, and subject to, any incident authorised and consent required by law.

(3) Anything done in pursuance of this Article shall be done in manner provided by and subject to any conditions imposed by the Act, or so far as the Act shall not be applicable, then in accordance with the terms of the resolution authorising the same or so far as such resolution shall not be applicable, then in such manner as the Directors deem most expedient."

17. STATUTORY AND GENERAL INFORMATION (continued)

Article 65

"The Company may from time to time by special resolution increase its capital by the creation of new shares of such amount as may be deemed expedient."

Article 66

"Subject to Article 3 the new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct and, in default of such direction, as the Directors may determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting."

Article 67

"Except so far as otherwise provided by the conditions of issue or by these Articles any capital raised by the creation of new shares shall be considered part of the original ordinary capital of the Company and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, voting and otherwise."

Article 68

"Unless otherwise determined by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created shall before they are issued be offered to the members in proportion as nearly as may be to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted will be deemed to be declined and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to the Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided."

Article 69

"Notwithstanding Article 68 above the Company may apply to the Committee of the Exchange for waiver of convening Extraordinary General Meetings to obtain shareholders' approval for further issues of shares (other than bonus or rights issues) where the aggregate issues of which in any one financial year do not exceed 10 per cent of the issued capital."

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17. STATUTORY AND GENERAL INFORMATION (continued)

Article 71

“Whenever the capital of the Company (by reason of the issue of preference shares or otherwise) is divided into different classes of shares, the rights and privileges attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class) may (subject to the provisions of the Act), be modified, varied, altered 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 shares of that class. To every such separate general meeting, the provisions contained in these Articles relating to general meetings shall mutatis mutandis apply except that the quorum thereof shall be two members entitled to vote and present in person and holding or representing by proxy or attorney one-third of the nominal amount of the issued shares of that class. To every such special resolution, the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply. Notwithstanding the same, the repayment of preference share capital other than redeemable preference shares or any alteration of preference shareholder rights shall only be made pursuant to a special resolution of the holders of the preference shares concerned, provided always that where the necessary majority for such special resolution is not obtained at the meeting, the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class, if obtained within two months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.”

(4) Transfer of securities

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

Article 34

“With respect to the Deposited Security, subject to the provisions of the Act, the Central Depositories Act, the Rules, and the rules and regulations of the Exchange or any other relevant authorities, the Central Depository or an Authorised Depository Agent shall make an entry in the Securities Account in respect of direct business or other transactions and the transferor shall be deemed to remain the holder of the Deposited Security until the name of the transferee is entered in the Record of Depositors in respect thereof.”

Article 35

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

Article 36

“With respect to any Non-Deposited Security, subject to these Articles, the Act, the Central Depositories Act, the Rules and the rules and regulations of the Exchange or any other relevant authorities, the instrument of transfer of any Non-Deposited Security shall be in writing in the form prescribed and approved from time to time by the Exchange and the Registrar of Companies.”

17. STATUTORY AND GENERAL INFORMATION (continued)

Article 37

“The Central Depository may refuse to register any transfer of Deposited Securities if it does not comply with the Central Depositories Act or the Rules.”

Article 39

“The registration of transfers may be suspended at such times and for such reasons and for such periods as the Directors may from time to time determine not exceeding in the whole thirty (30) days in any calendar year. At least eighteen (18) market days notice of such books closing stating the period and the reasons therefor shall be given to the Exchange and advertised in a local daily newspaper circulating in Malaysia. In relation to the closure, the Company shall give written notice in accordance with the Rules, and the rules and regulations of the Exchange or any other relevant authorities to the Central Depository to prepare the appropriate Record of Depositors.”

Article 41

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

Article 42

“Subject to the Act, the Central Depositories Act, the Rules, the rules and regulations of the Exchange, or any other authorities with respect to any Non-Deposited Security, the Directors may in their absolute discretion and without assigning any reason therefore decline to register any such transfer of Non-Deposited Security not fully paid up. If the Directors shall decline to register any such transfer of Non-Deposited Security, they shall give notice to both the transferor and the transferee of their refusal to register the transfer within ten (10) market days of the date when the transfer was lodged with the Company.”

Article 43

“Subject to the Act, the Central Depositories Act, the Rules, the rules and regulations of the Exchange or any other authorities, there shall be no restriction on the transfer of fully paid Deposited Security which is quoted or is to be quoted, except where required by law.”

17. STATUTORY AND GENERAL INFORMATION (continued)

17.3 Listing Requirements of the KLSE

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

“Paragraph 7.13 - Transfer of securities

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

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 Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules of the Central Depository in respect of such securities;*

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

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

17.4 Companies Act, 1965

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

“Section 103(1)

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

17. STATUTORY AND GENERAL INFORMATION (continued)

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 the 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 titles 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 or class of securities which have been deposited.

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."

17.5 Rules of the MCD

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

"Rule 8.01 (1) – Request of transfer

Subject to the provisions of Rule 8.02, a depositor (hereinafter in this chapter referred to as "Transferring Depositor") may, by completing the prescribed form (for ordinary transfer of securities or for express transfer of securities), require an authorised depository agent with whom the depositor's securities account is maintained to transfer any deposited securities (hereinafter in this chapter referred to as "the said securities") in such account to another securities account maintained by such depositor provided always that the reason for the transfer must be stated in the prescribed form (for ordinary transfer of securities or for express transfer of securities), as the case may be and such application must be accompanied by the relevant documents in support of the request.

Rule 8.01 (2) – Rejection of transfer

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

17. STATUTORY AND GENERAL INFORMATION (continued)

Rule 8.02 – Restriction

Save and except as provided in the Foreign Ownership Regulation, no deposited securities which are for the time being designated as “securities in suspense” may be utilised for any book-entry transfer from one account to another.

Rule 8.03 (1)(a) – Processing of securities:

It shall be the responsibility of the authorised depository agent in processing the transfer request made by a depositor to verify the following:-

- (a) the prescribed form (for ordinary transfer of securities or for express transfer of securities) 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 transfer and that the reason is or amongst any of the approved reasons for transfer that is prescribed by the MCD from time to time after consultation with the Commission; and*
- (d) documents to support the reason for the transfer as may be prescribed by the MCD.*

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 9.01 (1) – Request for transfer

Subject to the provisions of Rule 9.02, a depositor (hereinafter in this chapter referred to as “Transferring Depositor”) may, by completing the prescribed form (for ordinary transfer of securities or for express transfer of securities), require an authorised depository agent with whom the depositor’s securities account is maintained to transfer any deposited securities hereinafter in this chapter referred to as “the said securities”) in such account to a securities account held by another depositor (hereinafter in this chapter referred to as “Recipient Depositor”) provided always that the reason for the transfer must be stated in the prescribed form (for ordinary transfer of securities or for express transfer of securities), and such application must be accompanied by the relevant documents in support of the request.

Rule 9.01 (2) – Rejection for transfer

The MCD may, in its absolute discretion, reject a transfer request made by a depositor, where the reason for the said transfer does not fall within any of the approved reasons as stipulated under Rule 9.03(2)(c).

Rule 9.02 – Restriction

Save and except as provided in the Foreign Ownership Regulation, no deposited securities which are for the time being designated as “securities in suspense” may be utilised for any book-entry transfer from one account to another.

17. STATUTORY AND GENERAL INFORMATION (continued)**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 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 provision 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 Takeovers and Mergers 1998;*
 - (v) *any other circumstances as deemed fit by the Central Depository after consultation with the Securities Commission;*
- (d) *documents to support the reason for the transfer; and*
- (e) *such other accompanying documents duly processed in such manner as the Central Depository may from time to time determine in its Procedural Manual."*

Rule 9.11A – Transfer from the principal or nominee account

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 29.01 (1) - Depositor may request transfer

Subject to the provisions of Rule 29.02, a depositor (hereinafter in this chapter referred to as "Transferring Depositor") may, by completing the prescribed form (for ordinary transfer of securities or for express transfer of securities), require an authorised depository agent with whom the depositor's securities account is maintained to transfer any deposited securities (hereinafter in this chapter referred to as "the said securities") in such account to another securities account belonging to himself or to another depositor (hereinafter in this chapter referred to as "the recipient depositor") maintained either with that agent or with another authorised depository agent provided always that the reason for the transfer must be completed in the prescribed form (for ordinary transfer of securities or for express transfer of securities), and such application must be accompanied by the relevant documents in support of the request.

17. STATUTORY AND GENERAL INFORMATION (continued)

Rule 29.01 (2) - Rejection of transfer

The MCD may, in its absolute discretion, reject a transfer request made by a depositor, where the reason for the said transfer does not fall within any of the approved reasons as stipulated under Rule 9.03(2)(c).

Rule 29.02 - Restriction

No deposited securities which are for the time being designated as "securities in suspense" shall be utilised for any book-entry transfer by a depositor from one account to another."

17.6 Directors and Substantial Shareholders

- (1) The names, addresses and occupations of the Directors of CBB are set out in Section 1.0 of this Prospectus.
- (2) A Director is not required to hold any qualification share in the Company.
- (3) No Director, senior executive officer or person nominated to become a Director or senior executive officer is or was involved in the following events:-
 - petition under any bankruptcy laws filed against such person or any partnership in which he was a partner or any corporation of which he was an executive officer;
 - conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - the subject of any order, judgement or ruling of any court, 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.
- (4) None of the Directors of the Company has any existing or proposed service contracts with CBB or its subsidiaries, which cannot be determined or terminated without payment or compensation other than statutory compensation or salary in lieu of notice.
- (5) For the financial year ended 31 March 2003, the amount paid to the Directors for services in all capacities to CBB Group was RM1,526,026. For the current financial year ending 31 March 2004, Directors' remuneration is estimated to be RM2,000,000.
- (6) Save as disclosed in Section 7.3 and 12.1 of this Prospectus, none of the Directors and 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 assets disposed or proposed to be disposed of by or leased or proposed to be leased to the Company or its subsidiary company within the 2 years immediately preceding the date of this Prospectus.
- (7) Save as disclosed in Section 12.1, none of the Directors or substantial shareholders of the Company has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiary company and which is not quoted on a recognised stock exchange.

17. STATUTORY AND GENERAL INFORMATION (continued)

- (8) Save as disclosed in Section 12.1, of this Prospectus, there are no contracts or arrangements subsisting at the date of this Prospectus in which a Director of the Company is materially interested and which is significant in relation to the business of the Company and its subsidiary company.
- (9) Based on the Register of Directors of the Company as at 17 September 2003 (being the latest practicable date prior to the printing of this Prospectus), the direct and indirect interests of the Directors of CBB, in the issued and paid-up share capital of the Company before and after the IPO are as follows:-

Name	Before the IPO				After the IPO			
	Direct No of shares	%	Indirect No of shares	%	Direct No of shares	%	Indirect No of shares	%
Dato' Seri Megat Najmuddin bin Datuk Seri Dr Hj Megat Khas	-	-	-	-	-	-	-	-
Tan Siew Kim#	11,053,365	33.01	-	-	*7,612,568	19.03	-	-
Loi Tuan Ee#	3,972,948	11.87	-	-	2,736,211	6.84	-	-
Tan Sew Kee	-	-	-	-	-	-	-	-
Kuan Hai Ngon#	1,837,951	5.49	-	-	1,265,816	3.16	-	-
Tan Sui Moi#	4,389,133	13.11	-	-	3,022,842	7.56	-	-
Tan Boon Leng#	3,938,465	11.76	-	-	^2,712,462	6.78	-	-
Tan Seok Kim#	2,363,080	7.06	-	-	1,627,478	4.07	-	-
Lai Poh Fye	-	-	-	-	-	-	-	-
Yeo Soo Sia @ Yeo Soo Seng	-	-	-	-	-	-	-	-
Gopal A/L Vythilingam	-	-	-	-	-	-	-	-
Tang Swee Guan	-	-	-	-	-	-	-	-

Notes:-

* Including 4,263,641 and 2,955,143 CBB shares held via Tan Boon Leng and Lau Sie Kai respectively, as bare trustees for Tan Siew Kim.

^ Excluding 4,263,641 CBB shares held as bare trustee for Tan Siew Kim.

Upon completion of the IPO but prior to the Listing, they will transfer their respective CBB shares into CBE. These CBB shares will be held by CBE and CBE will also be imposed with the moratorium conditions set out by the SC. For more information, please refer to Section 10 of this Prospectus.

- (10) According to the Register of Substantial Shareholders of the Company as at 17 September 2003 (being the latest practicable date prior to the printing of this Prospectus), the substantial shareholders' direct and indirect interests, in the Company before and after the IPO are set out below:-

Name	Before the IPO				After the IPO			
	Direct No of shares	%	Indirect No of shares	%	Direct No of shares	%	Indirect No of shares	%
Tan Siew Kim#	11,053,365	33.01	-	-	*7,612,568	19.03	-	-
Loi Tuan Ee#	3,972,948	11.87	-	-	2,736,211	6.84	-	-
Tan Sui Moi#	4,389,133	13.11	-	-	3,022,842	7.56	-	-
Tan Boon Leng#	3,938,465	11.76	-	-	^2,712,462	6.78	-	-
Tan Seok Kim#	2,363,080	7.06	-	-	1,627,478	4.07	-	-
Kuan Hai Ngon#	1,837,951	5.49	-	-	1,265,816	3.16	-	-

17. STATUTORY AND GENERAL INFORMATION (continued)

Notes:-

- * Including 4,263,641 and 2,955,143 CBB shares held via Tan Boon Leng and Lau Sie Kai respectively, as bare trustees for Tan Siew Kim.
- ^ Excluding 4,263,641 CBB shares held as bare trustee for Tan Siew Kim.
- # Upon completion of the IPO but prior to the Listing, they will transfer their respective CBB shares into CBE. These CBB shares will be held by CBE and CBE will also be imposed with the moratorium conditions set out by the SC. For more information, please refer to Section 10 of this Prospectus.

17.7 General

- (a) The nature of the Company's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 are disclosed in Sections 7.1, 7.4 and 7.5 of this Prospectus.
- (b) The time of the opening and closing of the Application Lists of the IPO are set out in Sections 5 and 18 of this Prospectus.
- (c) The amount payable in full on application for the IPO Shares is RM1.70 per share.
- (d) As at the date of this Prospectus, the Company and its subsidiaries do not have any outstanding convertible debt securities.
- (e) Save for certain Issue Shares reserved for eligible employees who are employees of the CBB Group pursuant to this Prospectus, there are at present no other schemes for or involving the employees in the capital of the Company or its subsidiaries.
- (f) Save for paragraphs (i), (ii) and (iii) below, there is no amount paid within the 2 years immediately preceding the date hereof or is payable by the Company or its subsidiaries in connection with the issue or sale of any capital of the Company or its subsidiaries as commission, discount, brokerage or other special terms for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company and its subsidiaries and no Director, promoter or expert is or are entitled to receive such commission:-
 - (i) Underwriting commission is payable by the Company to Underwriters mentioned herein at the rate of 2.5% of the issue price of RM1.70 per share on the total number of shares underwritten as stated in Section 5.8 and 5.9 of this Prospectus.
 - (ii) Brokerage is payable by the Company at the rate of 1% of the issue price of RM1.70 per share in respect of successful applications bearing the stamp of MIMB, a member company of the KLSE, a member of the Association of Banks in Malaysia, a member of the Association of Merchant Banks in Malaysia or MIDFCCS.
 - (iii) Expenses incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the KLSE amounting to approximately RM1,800,000 shall be borne by the Company.
- (g) No amount or benefit has been paid or given within the 2 years immediately preceding the date hereof, nor is it intended to be so paid or given, to any Promoter.

17. STATUTORY AND GENERAL INFORMATION (continued)

- (h) The name and address of the Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (i) No property has been acquired or is proposed to be acquired by the Company or its subsidiaries in contemplation of the IPO.
- (j) Save for the IPO pursuant to this Prospectus, there is no present intention on the part of the Directors of the Company to issue any part of the authorised but unissued share capital of the Company.
- (k) Save as disclosed in this Prospectus, the Directors are not aware of any material information including trade 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 or its subsidiaries.
- (l) Save as disclosed in this Prospectus, the financial conditions and operations of the Company and its subsidiaries are not materially affected by any of the following:-
 - (i) known trends or known demands, commitments, events or uncertainties that will result in or that is reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
 - (ii) unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from the operations of the CBB Group;
 - (iii) known trends or uncertainties that have had or that the CBB Group reasonably expects to have a materially favourable or unfavourable impact on the revenue or operating income of the CBB Group; and
 - (iv) material commitments for any capital expenditure.
- (m) The manner in which copies of this Prospectus together with the official application forms and envelopes may be obtained is set out in Section 18 of this Prospectus.

17.8 Material Contracts / Agreements

There are no contracts/agreements which are or may be material (not being contracts/agreements entered into in the ordinary course of business) which have been entered into by the Company or its subsidiaries within the 2 years immediately preceding 17 September 2003 save for the following:-

- (a) A settlement agreement dated 16 August 2002 ("Settlement Agreement") was entered into to record the terms and conditions of an agreement reached between CBB, Polyplus, Tan Siew Kim, Kuan Hai Ngon, Loi Tuan Ee, Tan Boon Leng, Ho Saw Leong and Prestige (hereinafter "CBB and the Associates") with Wong Joon Kai, Chia King Hock and Ching How Kwon, to inter alia, settle out of courts:-
 - (i) a petition to wind up Polyplus under Johor Bahru High Court Companies (Winding Up) No: 28-106-2000 ("Winding up Petition") brought by Wong Joon Kai, a former shareholder of Polyplus pursuant to section 218 of the Companies Act, 1965 on the grounds that it is just and equitable to do so; and

17. STATUTORY AND GENERAL INFORMATION (continued)

- (ii) a minority action (No: 26-1-2001) ("Minority Action") brought by Chia King Hock and Ching How Kwon, also former shareholders of Polyplus, under section 181 of the Companies Act, 1965 against CBB and the Associates for, amongst others, a declaration that Tan Siew Kim and/or Prestige and/or CBB and/or Polyplus purchase their shares in Polyplus at a price to be assessed by an independent auditor approved by the Court.

Pursuant to the terms of the Settlement Agreement, CBB agreed to purchase the shares held by Wong Joon Kai, Chia King Hock and Ching How Kwon in Polyplus at the price of RM3.40 per share and the transfers have been duly completed.

Notice of discontinuance had been filed on 19 August 2002 in respect of the Winding up Petition and the Minority Action by consent of all the parties with no order as to costs and without liberty to file afresh. The Settlement Agreement has accordingly been completed within the meaning thereof. Further it is a term of the Settlement Agreement that the settlement of the disputes and the withdrawal of all the legal proceedings shall not be construed or taken to be as an admission of any liability or any verity of any allegation made by any party.

- (b) Prestige entered into a memorandum of understanding ("MOU") dated 23 June 2003 with Urban and Industrial Zone Development Company ("URBIZ"), a Vietnamese state-owned corporation in respect of the sub-lease by URBIZ to Prestige of a plot of land with an area 60,000 m² in Nhon Trach I Industrial Zone in Vietnam for a duration of 45 years.

The purpose of the sub-lease is to enable Prestige to construct, occupy and operate a business premise and manufacturing facility for all kinds of packaging and related products on the land.

As Prestige is in the process of applying for an investment licence from the licensing authority in Vietnam for the purpose of establishing a foreign-invested enterprise in the said country, the MOU reflects that the sub-lease agreement with URBIZ will be signed within 30 days from date of issuance of the said investment licence. The sub-lease term shall accordingly commence from the date of signing of the sub-lease agreement.

Under the terms of the MOU, the land shall be delivered to the sub-lessee in two (2) stages. Full delivery of the land will be made upon the expiry of 2 years from date of signing of the sub-lease agreement.

Further, under the MOU, Prestige has the option of paying the rental for the lease either annually or by way of a lump sum for the whole term of the lease in accordance with the provisions thereunder including the relevant payment schedule(s).

If Prestige were to elect to pay the rent annually, the rent for the first 5 years is USD1.54/ m² / year and from the sixth year onwards, the rent shall be USD1.1/ m² / year and Prestige is entitled to a discount in the amount specified in the MOU for the first year.

On the other hand if Prestige were to elect to pay the rent in lump sum, the rent payable shall be USD33/ m² / 45 years i.e. for the full sub-lease term and Prestige will be entitled to a full deduction of the rent paid on the annual payment basis for the first 2 years.

17. STATUTORY AND GENERAL INFORMATION (continued)

The MOU is valid for a period of 4 months from the date it is signed subject to any extension of the tenure as the parties thereto may mutually agree in case the investment licence has not been issued to Prestige during the said period.

- (c) An underwriting agreement dated 22 September 2003 between the Company, the Managing Underwriter and the Underwriters for the underwriting of 3,500,000 of the Issue Shares for an underwriting commission of 2.5% of the issue price of RM1.70 per share.

17.9 Material Litigation

As at 17 September 2003, (being the latest practicable date prior to the registration of this Prospectus), neither CBB nor its subsidiaries are engaged in any material litigation either as plaintiff or defendant and the Directors of CBB do not know of any proceedings pending or threatened which upon becoming enforceable, or of any fact likely to give rise to any proceedings which might materially or adversely affect the financial performance and position or business of the Company or any of its subsidiaries, save for the following:-

Polyplus had filed a winding-up petition against a company ("said company") following the demands made by Polyplus for full payment of goods sold and delivered to the said company. The winding up petition against the said company was struck-off by the High Court on 6 September 2002 but the Directors of Polyplus have been advised by their lawyers that the petition was struck-off due to technical grounds without adjudicating on the merits.

On 13 March 2003, the said company obtained a judgement in default of appearance ("JID") against Polyplus in relation to its claim for damages in the sum of inter alia, RM3,778,537.60 and USD1,000.00 as well as general damages due to alleged negligence on the part of Polyplus in relation to the supply of goods and in respect of the publication of the advertisement to wind-up the said company.

On 19 June 2003, the JID was set aside by the High Court. Polyplus had on 9 September 2003 filed an application to strike out the said company's claim. The Directors of Polyplus have been verily advised by their lawyers that the said company's claim for negligence which was brought after Polyplus had filed a winding up petition against the said company is without basis.

Based on the legal opinion furnished by its lawyers, the Directors of Polyplus and CBB are of the view that there are sufficient merits in the application to strike out the said company's claim and that in view thereof, it is unlikely that the above suit will have any impact on the financial performance of the CBB Group.

The Directors of Polyplus will take all necessary steps to strenuously defend its interests in the above suit.

17.10 Public Take-Overs

During the last financial year and the current financial year up to the date of this Prospectus, there were:-

- (a) no public take-over offers by third parties in respect of the Company's shares; or
(b) no public take-over offers by the Company in respect of other companies' shares.

17. STATUTORY AND GENERAL INFORMATION (continued)

17.11 Consents

The written consents of the Adviser, Managing Underwriter and Placement Agent, Underwriters, Principal Bankers, Solicitors, Company Secretaries, Registrar and the Issuing House to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consents of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their names, Accountants' Report and letters relating to the Consolidated Profit Forecast of CBB for the financial year ending 31 March 2004 and Proforma Consolidated Balance Sheets of CBB as at 31 March 2003 in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consents of Messrs Jones Lang Wootton (Independent Valuer) and Vital Factor Consulting Sdn Bhd (Independent Business and Industry Consultant) to the inclusion in this Prospectus of their names, the valuation certificate and independent market research report, in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

17.12 Documents for Inspection

Copies of the following documents are available for inspection at the Registered Office of the Company during normal business hours for a period of 12 months from the date of this Prospectus:-

- (a) Memorandum and Articles of Association of the Company.
- (b) The Reporting Accountants' Letters relating to the Consolidated Profit Forecast for the financial year ending 31 March 2004 and the Proforma Consolidated Balance Sheets as at 31 March 2003 as included herein.
- (c) The Accountants' Report as included herein.
- (d) The Directors' Report as included herein.
- (e) The Valuation Certificate as included herein.
- (f) Audited accounts of CBB and its subsidiary companies for the past 5 financial years ended 31 March 2003 .
- (g) The independent market research report as included in Section 9 of this Prospectus and the reports from Vital Factor Consulting Sdn Bhd dated 23 September 2003 in relation to:-
 - Assessment of the paper and polymer-based packaging industry;
 - Business overview of CBB; and
 - Prospects and future plans of CBB.

17. STATUTORY AND GENERAL INFORMATION (continued)

- (h) The material contracts/agreements referred to in Section 17.8 above.
- (i) The writs and relevant cause papers referred to in Section 17.9 above.
- (j) The letters of consent referred to in Section 17.11 above.

17.13 Responsibility

This Prospectus has been seen and approved by the Directors and Promoters of CBB and the Offerors, and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm that after making all reasonable enquiries, that 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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