

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION**13.1 Share Capital**

1. No shares shall be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
2. There are no founder, management or deferred shares in the Company. As at the date of this Prospectus there is only one class of shares in the Company, namely ordinary shares of RM0.50 each, all of which rank pari passu with one another.
3. Save for the Shares reserved for Directors and eligible employees of the Group as disclosed in Section 3.4 of this Prospectus, no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiary.
4. Save as disclosed in paragraph (3) above, as at the date of this Prospectus, no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries. Further, no option for any shares, stocks or debentures of the Company or its subsidiaries has been granted to or exercised by any Director during the last financial year.
5. Save as disclosed in Section 5.2 and Section 5.3 of this Prospectus, no ordinary shares or debentures of the Company or its subsidiaries have been issued or is proposed to be issued as partly or fully paid-up for cash or otherwise than for cash within the two(2) years immediately preceding the date of this Prospectus.

13.2 Articles of Association

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

(i) Transfer of shares

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

Article 38

Subject to the Act, the Central Depositories Act and the Rules, all transfers of shares or securities or class of shares or securities of the Company which have been deposited with the Central Depository by registered members shall be effected 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 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 shares or securities.

Article 39

The Central Depository may refuse to register any transfer of deposited security that does not comply with the Central Depository Act and the Rules

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 40

Subject to the Act, the Central Depositories Act and the Rules, no share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.

Article 41

The instrument of transfer of a share shall be signed by or on behalf of the transferor and transferee provided that subject to compliance with the Central Depositories Act and the Rules, an instrument of transfer in respect of which the transferee is Central Depository shall be effective although not signed by or on behalf of the Central Depository if it has been certified by an authorised depository agent pursuant to Section 18 of the Central Depositories Act. Subject to the Act and the Central Depositories Act and the Rules the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

Article 42

The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. At least eighteen (18) market days' notice of such suspension shall be given to each Stock Exchange upon which the Company is listed stating the period and the purpose or purposes of such suspension.

Article 43

The Company may pursuant to Section 34 of the Central Depository Act and the Rules request for the Record of Depositors and in this connection may request for the Record of Depositors as at a specified date. The Company shall give notice to the Central Depository to enable the Central Depository to prepare the appropriate Record of Depositors.

Article 44

A 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 and/or for the specified purpose. If there shall be more than one Record of Depositors made available to the Company as at the specified date and/or for the specified purpose then the later or last of the Record of Depositors prepared by the Central Depository and confirmed by the Central Depository as a correct Record of Depositors shall be the final Record of Depositors as at the specified date and/or for the specified purpose. If such confirmation from the Central Depository 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/or for the specified purpose.

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13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**(ii) Remuneration of Directors**

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

Article 105

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

- (a) fees payable to non-executive directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;
- (b) salaries payable to executive directors may not include a commission on or percentage of turnover;
- (c) fees payable to directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting;
- (d) any fee paid to an alternate director shall be agreed upon between himself and the director nominating him and shall be paid out of the remuneration of the latter.

Article 106

1. The directors shall be entitled to be reimbursed for all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the directors or of any committee of the directors or general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as directors.
2. If by arrangement with the directors, any director shall perform or render any special duties or services outside his ordinary duties as a director in particular without limiting to the generality of the foregoing if any director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of directors, the directors may pay him special remuneration, in addition to his director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged Provided Always that extra remuneration payable to:
 - (a) a non-executive director shall not be by a commission on or percentage of profits or turnover;
 - (b) an executive director shall not include a commission on or percentage of turnover.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**Article 135**

The remuneration of the Managing Director shall be subject to the terms of any agreement entered into in any particular case and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of his appointment that he shall receive pension, gratuity or other benefits upon his retirement.

(iii) Voting and Borrowing Powers of Directors**Article 109**

The directors shall not without the prior approval of the Company in general meeting:

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

Article 110

1. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party PROVIDED ALWAYS that nothing contained in these Articles shall authorise the directors to borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property or any uncalled capital or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.
2. The directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 108 of the Act in regard to the registration of mortgages and charges therein specified and otherwise.
3. If the directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**Article 112**

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

Article 114

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

Article 126

No director may vote in respect of any other contract or proposed contract or arrangement in which he is directly or indirectly interested nor any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other securities in that other company.

Article 127

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

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13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**Article 128**

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

(iv) Changes in Capital or Variation of Class Rights**Article 4**

Subject to the prior approval of the members of the Company in general meeting and to the provisions of the Act and to the conditions, restrictions and limitations expressed in these Articles, the directors may allot, grant options over or otherwise dispose of the unissued share capital of the Company to such person or persons, at such time and on such terms as they think proper, **PROVIDED ALWAYS THAT:**

- (a) no shares shall be issued at a discount except in compliance with the provision of the Act;
- (b) no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the members in general meeting;
- (c) in the case of shares other than ordinary shares, no special rights shall be attached unless the same have been expressed in these Articles;
- (d) every issue of shares or options to employees and/or directors shall be approved by the members in general meeting and:
 - (i) such approval shall specifically detail the amount of shares or options to be allotted to such director.
 - (ii) only directors holding office in an executive capacity shall participate in such an issue of shares or options Provided Always that a director not holding office in an executive capacity may so participate in an issue of shares pursuant to a public offer or a public issue.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 5

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

- (a) the total nominal value of preference shares issued shall not exceed the total nominal value of the issued ordinary shares at any time;
- (b) the holders of preference shares shall have the same rights as the holders of ordinary shares as regards to receiving notices, reports and audited accounts and attending general meetings of the Company but shall only have the right to vote at any meeting convened for the purpose of reducing the Company's share capital, or winding up, or sanctioning a sale of the whole of the Company's property, business and undertaking or where the proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividend or part of the dividend on such shares is in arrears for more than six (6) months. Preference shareholders shall also have the right to vote during the winding up of the Company and shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up; and
- (c) the Company shall not unless with the consent of the existing preference shareholders at a class meeting or pursuant to Article 18 hereof issue further preference capital.

Subject to the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

Article 6

- (1) Save as provided in Article 6(2), the Company shall not give whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company or in any way purchase, deal in or lend money on its own shares or those of its holding company.
- (2) The Company may, subject to Section 67A of the Act and any regulations made thereunder, purchase its own shares.

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13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**Article 7**

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

Article 8

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

Article 9

The Company shall duly observe and comply with the provisions of the Act and the Central Depositories Act applicable to any allotment of its shares. All new issues of shares shall be made by way of crediting the Securities Accounts of the allottees with such securities save and except where it is specifically exempted from compliance with section 38 of the Central Depositories Act. For this purpose, the Company shall notify the Central Depository of the names of the allottees and all such particulars required by the Central Depository, to enable the Central Depository to make the appropriate entries in the Securities Accounts of such allottees.

Article 12

Subject to the Central Depositories Act and the Rules, no person shall exercise any rights of a member until his name shall have been entered in the Register or the Record of Depositors and he shall have paid all calls and other moneys for the time being due and payable on any share held by him .

Article 53

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

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**Article 54**

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

13.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the Corporate Information section of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) There are no existing or proposed service contracts between the Directors and the Company or its subsidiary companies.
- (iv) No Director, senior executive officer or person nominated to become a Director is or was involved in the following events: -
 - (a) a petition under any bankruptcy laws filed against such person or any partnership in which he was or is a partner or any corporation of which he was or is an executive officer;
 - (b) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - (c) the subject of any order, judgement or ruling of any court, tribunal or governmental body of competent jurisdiction permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution or engaging in any type of business practice or activity.
- (v) For the financial years ended 31 December 2001 and 2002, the remuneration paid to the Directors of TPC Group for services rendered in all capacities in the Company and its subsidiaries amounted to RM307,050 and RM305,550 respectively.
- (vi) None of the Directors or substantial shareholders of the Company has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiary companies and which is not quoted on a recognised stock exchange

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13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (vii) According to the Register of Substantial Shareholders of TPC as at 30 September 2003 (being the last practicable date prior to the printing of the Prospectus), the substantial shareholders of TPC and their respective direct and indirect interest in the shares of the Company before and after the Public Issue is as follows:-

Substantial shareholders	Before the Offer For Sale and Public Issue				After the Offer or Sale and Public Issue			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares	%	Indirect No. of shares	%
Jimmy E Pian	12,906,249	21.40	* 38,718,635	64.21	10,256,249	12.82	* 30,818,635	38.52
Yee Tiam Teck	12,906,249	21.40	* 38,718,635	64.21	10,306,249	12.88	^* 30,818,635	38.52
Yee Tien Wei	12,906,193	21.40	* 38,718,635	64.21	10,256,193	12.82	* 30,818,691	38.52
Jee Chin	12,906,193	21.40	* 38,718,635	64.21	10,256,193	12.82	* 30,818,691	38.52

* Deemed interest by virtue of his brothers' direct shareholdings in TPC

^ Deemed interest by virtue of his son's direct shareholding in TPC

- (viii) Based on the Register of Directors' Shareholdings as at 30 September 2003 (being the last practicable date prior to the printing of this Prospectus), the Directors of TPC and their respective direct and indirect interests in the shares of the Company before and after the Public Issue are as follows:-

Directors	Before the Offer For Sale and Public Issue				After the Offer For Sale and Public Issue			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares	%	Indirect No. of shares	%
Jimmy E Pian	12,906,249	21.40	* 38,718,635	64.21	10,256,249	12.82	* 30,818,635	38.52
Yee Tiam Teck	12,906,249	21.40	* 38,718,635	64.21	10,306,249	12.88	^* 30,818,635	38.52
Yee Tien Wei	12,906,193	21.40	* 38,718,635	64.21	10,256,193	12.82	* 30,818,691	38.52
Jee Chin	12,906,193	21.40	* 38,718,635	64.21	10,256,193	12.82	* 30,818,691	38.52
Liang Ah Lit @ Nyah Chung Mun	28,060	0.05	-	-	78,060	0.097	-	-
Yee Yeaw Khim	-	-	-	-	50,000	0.063	10,306,249	12.88
Lim Chong Hock	-	-	-	-	50,000	0.063	-	-
Loke Foon Keng	-	-	-	-	50,000	0.063	-	-
Razalee Bin Amin	-	-	-	-	50,000	0.063	-	-

* Deemed interest by virtue of his brothers' direct shareholdings in TPC

** Deemed interest by virtue of his father's direct shareholdings in TPC

^ Deemed interest by virtue of his son's direct shareholding in TPC

- (vii) Other than salary and employment related benefits as disclosed in Section 6.4.4 of this Prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any Directors.

Save and except for the dividend payable to the Promoters as shareholders of the Company and the remuneration payable to the Directors of the Company and as detailed in Section 6.4.4 (all of which is disclosed in this Prospectus), no other amounts or benefits are paid or intended to be paid or given to any promoter within two (2) years preceding the date of this Prospectus.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

(x) Save as disclosed below, none of the Directors or experts has any interest, direct or indirect, in the promotion of or in any assets which have, within the two (2) years immediately preceding the date of this Prospectus, been acquired or proposed to be acquired or disposed or proposed to be disposed of or leased or proposed to be leased to the Company or its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Company and its subsidiaries taken as a whole.

- a) Acquisition by TPC of the entire issued and paid-up share capital of TPCA based on its adjusted consolidated NTA value as at 31 December 2002 after incorporated the revaluation surplus of the landed properties for a purchase consideration of RM29,244,309 satisfied by the issuance of 58,151,148 new ordinary shares of RM0.50 each in TPC at an issue price of approximately RM0.503 per share;
- b) Acquisition by TPC the entire issued and paid-up share capital of TPC (1976) based on its adjusted NTA value as at 31 December 2002 for a purchase consideration of RM1,080,659 satisfied by the issuance of 2,148,848 new ordinary shares of RM0.50 each in TPC at an issue price of approximately RM0.503 per share;

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

Name	Nature of Interest
Jimmy E Pian	Director and vendor of TPCA and TPC (1976)
Yee Tiam Teck	Director and vendor of TPCA and TPC (1976)
Yee Tien Wei	Director and vendor of TPCA and TPC (1976)
Jee Chin	Director and vendor of TPCA and TPC (1976)
Liang Ah Lit @ Nyah Chung Mun	Director and vendor of TPC (1976)

On 7 October 2003, TPC Group completed the above mentioned acquisitions

- c) On 17 April 2003, TPCA has entered into a sale and purchase agreement with Teck Ping Chan Realty Sdn. Bhd. to acquire 9 units of double-storey terrace shop offices for a purchase consideration of RM2,260,000.00 and further subject to the terms and conditions of the sale and purchase agreement. A supplemental agreement dated 2 June 2003 was entered into by the said parties to vary the terms on payment of the balance of purchase price amounting to Ringgit Malaysia Two Million Two Hundred and Fifty Nine Thousand Only (RM2,259,000.00) shall be paid or cause to be paid by TPCA or credited as paid in the following manner:-
 - (i) by TPCA issuing a credit note to Teck Ping Chan Realty Sdn. Bhd. setting off the debt owing from TPCA's trading account amounting to RM667,780.51 whereupon the said debt shall also be credited as fully paid by Teck Ping Chan Realty Sdn. Bhd. to TPCA; and
 - (ii) the balance thereof amounting to RM1,591,219.49 only shall be paid by TPCA within Ninety (90) days from the Unconditional Date (which is defined as upon obtaining the existing chargee's consent as provided in the sale and purchase agreement).

The above acquisition has been completed on 30 August 2003.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

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

Name	Nature of Interest
Jimmy E Pian	Director of TPCA and Teck Ping Chan Realty Sdn Bhd
Yee Tiam Teck	Director of TPCA and Teck Ping Chan Realty Sdn Bhd
Yee Tien Wei	Director of TPCA and Teck Ping Chan Realty Sdn Bhd
Jee Chin	Director of TPCA and Teck Ping Chan Realty Sdn Bhd

- d) On 28 January 2003, TPCA has entered into a sale and purchase agreement with TPC Farm Fresh to acquire from TPC Farm Fresh, machinery, equipment, stock materials and goods, contracts, receivables and business undertaking for a purchase consideration of RM3,356,017.37. The purchase consideration has been paid by TPCA by an issuance of a credit note to TPC Farm Fresh setting off the debt owing to TPCA.

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

Name	Nature of Interest
Jimmy E Pian	Director of TPCA
Yee Tiam Teck	Director of TPCA
Yee Tien Wei	Director of TPCA
Jee Chin	Director of TPCA

13.4 General

- (i) The nature of the Group's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act 1965 are disclosed in Section 5.0 of this Prospectus.
- (ii) The time of the opening of the Application is set out in Section 14.1 of this Prospectus.
- (iii) The amount payable in full on application is RM0.90 per Share.
- (iv)
 - (1) Underwriting fees are payable by the Company to the Managing Underwriter and Underwriters as detailed in the Underwriting Agreement dated 29 October 2003 at the rate of 1% and 2% respectively of the indicative Public Issue/Offer for Sale price of RM0.90 per Share for 10,000,000 Shares representing the open portion of the public offering;
 - (2) Brokerage at the rate of 1% of the indicative Public Issue/ Offer for Sale price of RM0.90 per Share is payable by the Company in respect of successful applications bearing the stamp of AmMerchant Bank, member companies of the KLSE, members of the Association of Merchant Banks in Malaysia, members of the Association of Banks in Malaysia or MIH; and

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (3) Expenses incidental to the listing and quotation of the entire issued and paid-up share capital of the Company on the KLSE amounting to approximately RM2.1 million will be borne by the Company.
- (v) Save as disclosed in paragraph (iv) no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiaries within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company or its subsidiaries or in connection with the issue or sale of any capital of the Company or any of its subsidiaries and no Director, proposed Director, promoter or expert is or are entitled to receive any such payment.
- (vi) Other than salary and employment related benefits payable to directors, save as disclosed in section 6.6.4 of this Prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any promoter.
- (vii) The TPC Group has not established a place of business outside Malaysia.
- (viii) Except as disclosed in Section 4 of this Prospectus, the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of the Group.
- (ix) Except as disclosed in Section 4 of this Prospectus, the financial conditions and operations of the Group are not affected by any of the following:-
- (a) Known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
 - (b) Material commitments for capital expenditure;
 - (c) Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations; and
 - (d) Known trends or uncertainties that have had or will have a material favourable or unfavourable impact on revenues or operating income.

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

- (x) As at the date of this Prospectus, the Company and its subsidiaries has not issued any convertible debt securities.
- (xi) The name and address of the Auditors and Reporting Accountants of the Company are as set out in Corporate Information Section of this Prospectus.
- (xii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 14.2 of this Prospectus.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**13.5 Material Contracts**

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

- (i) Conditional sale of shares agreement dated 9 June 2003 entered into between TPC and TPCA for the acquisition of the entire issued and paid up share capital of TPCA based on the adjusted consolidated NTA value as at 31 December 2002 incorporated revaluations of its properties satisfied by the issuance of total 58,151,148 new ordinary shares of RM0.50 each in TPC, credited as fully paid, at an issue price of approximately RM0.503 per ordinary share. On 7 October 2003, TPC has completed the said acquisition with the allotment of 58,151,148 new ordinary shares of RM0.50 each to Jimmy E Pian, Yee Tiam Teck, Yee Tien Wei, Jee Chin, Faisal Shah bin Mohamed Shah, Suliana binti Rosli and Balaktan Dunia Sdn Bhd;
- (ii) Conditional sale of shares agreement dated 9 June 2003 entered into between TPC and TPC (1976) for the acquisition of the entire issued and paid up share capital of TPC (1976) based on the adjusted consolidated NTA value as at 31 December 2002 incorporated revaluations of its properties satisfied by the issuance of total 2,148,848 new ordinary shares of RM0.50 each in TPC, credited as fully paid, at an issue price of approximately RM0.503 per ordinary share. On 7 October 2003, TPC has completed the said acquisition with the allotment of 2,148,848 new ordinary shares of RM0.50 each to Jimmy E Pian, Yee Tiam Teck, Yee Tien Wei, Jee Chin and Liang Ah Lit @ Nyah Chung Mun;
- (iii) An Underwriting Agreement dated 29 October 2003 between the Company, the Managing Underwriter and the Underwriter mentioned in the Corporate Information section of this Prospectus for the underwriting of 10,000,000 Shares being the open portion of the total 30,500,000 Shares offered to investors at 1% and 2% respectively of the issue price of RM0.90 per Share; and
- (iv) On 17 April 2003, TPCA has entered into a sale and purchase agreement with Teck Ping Chan Realty Sdn. Bhd. to acquire 9 units of double-storey terrace shop offices for a purchase consideration of RM2,260,000.00 and further subject to the terms and conditions of the sale and purchase agreement. A supplemental agreement dated 2 June 2003 was entered into by the said parties to vary the terms on payment of the balance of purchase price amounting to Ringgit Malaysia Two Million Two Hundred and Fifty Nine Thousand Only (RM2,259,000.00) shall be paid or cause to be paid by TPCA or credited as paid in the following manner:-
 - by TPCA issuing a credit note to Teck Ping Chan Realty Sdn. Bhd. setting off the debt owing from TPCA's trading account amounting to RM667,780.51 whereupon the said debt shall also be credited as fully paid by Teck Ping Chan Realty Sdn. Bhd. to TPCA; and;
 - the balance thereof amounting to RM1,591,219.49 only shall be paid by TPCA within Ninety (90) days from the Unconditional Date (which is defined as upon obtaining the existing chargee's consent as provided in the sale and purchase agreement).

The above acquisition has been completed on 30 August 2003.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (v) On 28 January 2003, TPCA has entered into a sale and purchase agreement with TPC Farm Fresh to acquire from TPC Farm Fresh, machinery, equipment, stock materials and goods, contracts, receivables and business undertakig for a purchase consideration of RM3,356,017.37. The purchase consideration has been paid by TPCA by the issuance of a credit note to TPC Farm Fresh setting off the debt owing to TPCA.

13.6 Material Agreements

Save as disclosed hereunder, there are no other material agreements entered into by TPC and its subsidiaries as at the date of this Prospectus;

TPCA had on December 24, 2001 entered into an agreement with Golden Arches Restaurants Sdn Bhd ("GAR") wherein TPCA had agreed to supply "Branded Premium Lower Cholesterol ("LCL") eggs to GAR commencing January 1, 2002 upon the following terms and conditions:

- (i) The price of the LCL eggs is fixed at RM0.21 per LCL egg to be delivered to MacFood Services (M) Sdn Bhd in GAR's approved cartons for the first two (2) years. Upon expiry of the second year, the price of the LCL eggs shall not be increased by more than 10% of the current price (i.e. RM0.21); and
- (ii) TPCA agrees to contribute a sum of RM20,000 towards the production of the relevant Point of Purchase Material ("POP").

13.7 Public Take-Overs

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

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

13.8 Material Litigation

As at 30 September 2003, being the last practicable date prior to the printing of the Prospectus, neither the Company nor its subsidiaries has engaged in any material litigation whether, as plaintiff or defendant, and the Board of Directors have no knowledge of any proceedings pending or threatened against the Group or of any facts likely to give rise to any proceedings which might materially and adversely affect the position or business of the Company and its subsidiaries.

13.9 Consents

- (i) The written consents of the Adviser, Managing Underwriter, Underwriters, Solicitors, Principal Bankers, Companies Secretaries, Share Registrar and Issuing House to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letters relating to the profit estimate and forecast for the financial years ending 31 December 2003 and 2004 and proforma consolidated balance sheets as at 30 September 2003 in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
- (iii) The written consent of the Valuers to the inclusion in this Prospectus of their name and letter relating to the value of the properties owned by TPC Group and in the form and context in which they appear has been given before the issue of this Prospectus and have not been subsequently withdrawn.
- (iv) The written consent of the Independent Marketing and Research Consultant to the inclusion in this Prospectus of their name and 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.
- (v) The written consent of the Federation of Livestock Farmers' Association of Malaysia to the inclusion in this Prospectus of their name 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.

13.10 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 twelve (12) months from the date of this Prospectus:-

- (i) Memorandum and Articles of Association of TPC and its subsidiary companies;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the Profit Estimate and Forecast for the financial years ending 31 December 2003 and 2004 and Proforma Consolidated Balance Sheets as at 30 September 2003 as included herein;
- (iv) The material contracts and material agreement referred to in section 13.5 and section 13.6 respectively of this Prospectus;
- (v) The letters of consent referred to in section 13.9 of this Prospectus;
- (vi) Audited accounts of TPCA for the five (5) financial period/ years ended 31 August 1998 to 31 December 2002;
- (vii) Audited accounts of TPC (1976) for the five (5) financial period/ years ended 31 August 1998 to 31 December 2002;
- (viii) Valuation certificate and letter from C H Williams Talhar & Wong Sdn Bhd referred to in Section 10 of this Prospectus; and
- (ix) Independent Marketing and Research Consultant report from Infocredit D&B (Malaysia) Sdn Bhd referred to in Section 11 of this Prospectus

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13. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

13.11 Responsibility Statements

- (i) AmMerchant Bank acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue and is satisfied that the consolidated profit estimate and forecast for the financial years ending 31 December 2003 and 2004 (for which the Directors of the Company are solely responsible), prepared for inclusion in the Prospectus have been stated by the Directors of the Company after due and careful inquiry and reviewed by the Reporting Accountants.

- (ii) This Prospectus has been seen and approved by the Directors and Promoters of TPC and the Offerors and they collectively and individually accept full responsibility for the accuracy of all information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading. The directors hereby accept full responsibility for the profit estimate and forecast included in this prospectus and confirm that the profit estimate and forecast have been prepared based on assumptions made.

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