
14. ADDITIONAL INFORMATION

14.1 EXTRACTS OF OUR CONSTITUTION

The following provisions are extracted from our Constitution and are qualified in their entirety by the remainder of the provisions of our Constitution and the applicable law. The terms defined in our Constitution shall have the same meanings when used here unless otherwise stated or the context otherwise required.

14.1.1 Remuneration of Our Directors

Clause 198

The fees and benefits payable to the directors shall annually be determined by an ordinary resolution of the Company in General Meeting and shall (unless such resolution otherwise provides) be divisible among the directors as they may agree provided always that:-

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

Clause 199

The Board can also repay to a director all expenses properly incurred in:-

- (a) attending and returning from shareholders' meetings, Board meetings or Board committee meetings; or*
- (b) any other way in connection with the Company's business.*

Clause 200

The Board can award extra fees to a director who:-

- (a) holds an executive position;*
- (b) acts as chairman or deputy chairman; or*
- (c) serves on a Board committee or board at the request of the Board.*

Clause 201

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 efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of directors, the Company may remunerate the director so doing a special remuneration in addition to his directors' fees and such special remuneration may be by way of a fixed sum or otherwise as may be arranged.

14. ADDITIONAL INFORMATION (cont'd)

Clause 202

Subject to the CA and the LR, the Board can decide whether to provide:-

- (a) pensions;*
- (b) annual payments; or*
- (c) other allowances or benefits,*

to any people including people who are or who were directors of the Company. The Board can decide to extend these arrangements to relations or dependants of, or people connected to, these people. The Board can also decide to contribute to a scheme or fund or to pay premiums to a third party for these purposes.

Clause 203

The Company can only provide pensions and other similar benefits to:-

- (a) people who are or were directors; and*
- (b) relations or dependants of, or people connected to, those directors or former directors,*

The receipt of a benefit of any kind given in accordance with this clause does not prevent a person from being or becoming a director of the Company.

Clause 204

Shareholders must approve the matters in Clauses 198 to 203 as far as the Laws require in relation to directors' fees and benefits. There must be annual shareholders' approvals by ordinary resolution at a General Meeting for the fees of the directors and any benefits payable to the directors. Compensation for loss of employment of a director or former director must have shareholders' approvals by ordinary resolution passed a General Meeting, where required by the CA and the LR.

14.1.2 Voting and Borrowing Powers of Our Directors

Clause 213

Matters for decision which arise at a Board meeting will be decided by a majority vote. If the votes are equal, the chairman of the meeting has a second casting vote. However, the chairman will not have a second casting vote where only 2 directors form the quorum or at which only 2 directors are competent to vote on the question at issue.

Clause 220

A director cannot vote (and if the director does vote, such vote will not be counted) on a resolution about a contract, proposed contract or arrangement in which the director (or a person connected with the director) is directly or indirectly interested.

Clause 221

A director is counted in the quorum for a Board meeting in relation to a resolution although the director is not entitled to vote.

14. ADDITIONAL INFORMATION (cont'd)

Clause 222

A director is not interested in a contract where Sections 221(2) or (3) of the CA state so. This clause does not affect any equitable principle or rule of law relating to directors not being treated as interested. This clause is subject to the LR.

Clause 223

This clause applies if the Board is considering proposals to appoint 2 or more directors to positions with the Company or any company in which the Company has an interest. It also applies if the Board is considering fixing or varying the terms of the appointment. These proposals can be split up to deal with each proposed director separately. If this is done, each proposed director can vote (unless the proposed director is prevented from voting under Clause 220) and be counted in the quorum for each resolution.

Clause 224

If a question comes up at a meeting about whether a director (other than the chairman of the meeting) has all interest or whether the director can vote or be counted in the quorum, and the director does not agree to abstain from voting on the question or not be counted in the quorum, the question must be referred to the chairman of the meeting. The chairman's ruling about the director is conclusive, unless the nature or extent of the director's interests has not been fairly disclosed to the Board. If the question comes up about the chairman of the meeting, the question will be decided by a resolution of the Board. The chairman cannot vote on the question but can be counted in the quorum. The Board's resolution about the chairman is conclusive, unless the nature or extent of the chairman's interests has not been disclosed to the Board.

Clause 246

To the extent that the CA, the LR and this Constitution allow, the Board can exercise all the powers of the Company to:-

- (a) borrow money of any sum or sums from any person, bank, firm or company;*
- (b) mortgage or charge all or any part of the Company's business, property and assets (present and future);*
- (c) issue debentures and other securities; and*
- (d) give security (including (without limitation), guarantees, indemnities and mortgages and charges) either outright or as collateral security, for a debt, liability or obligation of the Company or another person.*

Clause 247

The director 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.

Clause 248

The director shall cause proper register to be kept in accordance with the provisions of the CA of all charges specifically affecting the property of the Company and all floating charges on the undertaking or any property of the Company and shall duly comply with the requirements of the CA in regard to the registration of charges therein specified and otherwise.

14. ADDITIONAL INFORMATION (cont'd)

14.1.3 Changes to Share Capital

Clause 34

Subject to the CA and this Constitution, the Board is authorised to allot shares, grant rights to subscribe for shares and to convert any securities into shares. This covers allotting shares under an agreement, option or offer.

Clause 35

Subject to the LR, the Board is authorised, without a resolution of the Company, to:-

- (a) allot shares or grant any rights to subscribe for shares, under an offer made to shareholders in proportion to the shareholders' shareholdings;*
- (b) allot shares or grant any rights to subscribe for shares, on a bonus issue to shareholders in proportion to the shareholders' shareholdings;*
- (c) allot shares to a promoter of the Company which the promoter has agreed to take;*
- (d) allot shares or grant any rights where shares are to be issued as consideration or part consideration for the Company to acquire shares or assets. Shareholders must be notified of the intention to issue such shares at least 14 days before their issue.*

Clause 36

A resolution of the Company must:-

- (a) authorise the Board to do any of the things in Clause 34 not authorised by Clause 35 or where the CA or the LR require;*
- (b) not authorise the Board to allot or issue shares or convertible securities beyond any applicable limit required by the LR;*
- (c) approve the specific allotment to a director under a Share Scheme.*

Clause 37

Subject to any direction to the contrary that may be given by the Company in General Meeting:-

- (a) all new shares or other convertible securities must, before issue, be offered to shareholders who are entitled to receive notices from the Company of General Meetings as at the date of the offer;*
- (b) the offer must, as far as circumstances allow, be in proportion to the amount of existing shares or securities to which such shareholders are entitled to;*
- (c) the offer must be by a notice which specifies the number of shares or securities offered and which limits the time within which, the offer must be accepted or be treated as declined;*
- (d) if the offer is not accepted within such time or if such shareholders decline to accept the offer, the Board may dispose of those shares or securities in a way which they decide as most beneficial to the Company; and*

14. ADDITIONAL INFORMATION (cont'd)

- (e) the **Board** may also dispose of any new share or **security** which (on grounds of the ratio which the new shares or **securities** bear to shares or **securities** held by **shareholders** entitled to such an offer) cannot, in the opinion of the **Board**, be conveniently offered under this clause.

Clause 43

The shareholders can pass a special resolution to reduce in any way the Company's share capital in accordance with Subdivision 4 of Division 1 of Part III of CA, whether with the confirmation of the Court or a solvency statement.

Clause 44

The shareholders can alter the Company's share capital in accordance with the CA.

Clause 45

If any shares are consolidated or divided, the Board may deal with any fractions of shares which result or any other problem that arises. If the Board decide to sell any shares which represent fractions, they must sell for the best price they can reasonably obtain and distribute the net proceeds of sale among shareholders in proportion to their fractional entitlements or shall be disregarded and will be dealt with by the Board in such a manner as they deem fit at their absolute discretion and in the best interest of the Company. The Board can sell to a person (including the Company, if CA and LR allow) and can authorise a person to transfer those shares to the buyer or in accordance with the buyer's instructions. The buyer does not need to take any action to check how any money paid is used. The buyer's ownership will not be affected if the sale was irregular or invalid in any way.

Clause 46

The shareholders can convert any paid-up shares into stock and reconvert any stock into paid-up shares in accordance with the CA.

Clause 47

Company may from time to time by an ordinary resolution passed at a General Meeting purchase in good faith and in the best interests of the company, any of its own shares through Bursa Securities on which the shares are quoted in accordance with the provisions of the CA, the LR and the Laws. The Company must be solvent at the date of purchase of the Company's shares and will not become insolvent by incurring the debt arising from the obligation to pay for the shares so purchased.

Clause 48

The Board may resolve and have the necessary powers to deal with such purchased shares in accordance with the Laws.

Clause 49

Subject to and in accordance with the Laws, the Company has the right to:-

- (a) distribute treasury shares as dividends to shareholders;
- (b) resell treasury shares in accordance with CA and LR;
- (c) transfer treasury shares for purposes under a Share Scheme;

14. ADDITIONAL INFORMATION (cont'd)

- (d) *transfer treasury shares as purchase consideration;*
- (e) *cancel treasury shares;*
- (f) *sell, transfer or use treasury shares for purposes which the Minister prescribes by order;*
- (g) *receive an allotment of shares as fully paid bonus shares in respect of treasury shares;*
- (h) *subdivide treasury shares into more treasury shares or consolidate them into less treasury shares.*

Clause 50

The Company cannot exercise any right in respect of treasury shares which it holds:-

- (a) *to attend or vote at meetings;*
- (b) *to receive dividends or other distributions. These may be cash or the Company's assets (which includes, on a winding up of the Company).*

14.1.4 Transfer of Securities

Clause 57

The transfers of any listed security or class of listed security shall be made by way of book entry by the Depository in accordance with the DR and, notwithstanding Sections 105, 106 and 110 of the CA, but subject to Section 148(2) of the CA and any exemption that may be made from compliance with Section 148(1) of the CA, the Company shall be precluded from registering and effecting any transfer of the listed security.

Clause 58

Where:-

- (a) *the securities of the Company are listed on another stock exchange; and*
- (b) *the Company is exempt from complying with Section 14 of SICDA or Section 29 of the Securities Industry (Central Depositories) (Amendment) (No. 2) Act 1998, as applicable, under DR in respect of such securities,*

the Company shall, on request of a securities holder, allow securities held by that holder to be transmitted from the register of holders kept by the Registrar in the jurisdiction of the other stock exchange, to the register of holders kept by the Registrar in Malaysia and vice versa. However, there must be no change in the ownership of such securities.

Clause 59

Transfers of Non-Depository Shares must be in such prescribed form under the CA. If the CA does not prescribe a specific form, the transfer must be in the usual standard form, or such form as approved by the Board. A transfer must be signed, or made effective in some other way, by or on behalf of the persons making and receiving the transfer.

14. ADDITIONAL INFORMATION (cont'd)

Clause 60

The Depository may refuse to transfer any Deposited Shares which does not comply with SICDA and DR. A shareholder can transfer some or all of their Non-Depository Shares unless this Constitution states otherwise.

Clause 61

The transfer for Non-Depository Shares must be delivered to the Registered Office or some other place which the Board decides. The transfer must have with it:-

- (a) the share certificate of the shares to be transferred;*
- (b) any other evidence which the Board asks for to prove that the person making or receiving the transfer is entitled to do so; and*
- (c) if the transfer is executed by another person on behalf of the person making or receiving the transfer, evidence of the authority of that person to do so.*

Clause 62

A transfer delivered under Clause 61:-

- (a) cannot be in favour of more than 4 joint holders, unless approved by the Board; and*
- (b) must be properly stamped to show payment of any applicable stamp duty.*

Clause 63

The Board can refuse to register such a transfer delivered:-

- (a) where the transfer breaches any law or regulation or licensing or requirement (of any jurisdiction) which applies to the Company or any of its subsidiaries or any entity in which any of them have an interest;*
- (b) where the transfer is unlawful under Malaysian law; or*
- (c) the transfer relates to partly paid shares where a call has been made and is unpaid.*

Clause 64

If the Board decides not to register a transfer of a share delivered under Clause 61, it must comply with Section 106 of the CA.

Clause 65

If the Company registers a transfer delivered under Clause 61, it can keep the transfer. A transfer cannot be used to transfer more than 1 class of shares. Each class needs a separate transfer. No fee is payable to the Company for transferring Non-Depository Shares or registering changes relating to the ownership of any such shares.

Clause 66

The person making a transfer of Non-Depository Shares will be treated as continuing to be the shareholder until the name of the person to whom a share is being transferred is entered in the ROM for that share.

14. ADDITIONAL INFORMATION (cont'd)

Clause 67

If a shareholder who is a joint shareholder dies, the remaining joint shareholder or shareholders will be the only people which the Company will recognise as being entitled to their shares.

Clause 68

When a sole shareholder (or a shareholder who is the last survivor of joint shareholders) dies, their legal personal representatives will be the only people which the Company will recognise as being entitled to their shares.

Clause 69

Clauses 67 and 68 are subject to the SICDA and the DR, where the shares are Deposited Shares.

Clause 70

A person who becomes automatically entitled to a share by law can either be registered as the shareholder or may nominate some other person to have the share transferred to. The automatically entitled person must provide evidence of their entitlement as the Board reasonably requires. Where the shares are Deposited Shares, any registration as the shareholder or transfer to some other person must also comply with the Laws.

Clause 71

If a person who is automatically entitled to a share by law wants to be registered as a shareholder, they must deliver a written notice to the Company stating that they have made this decision. The notice must be in the form which the Board may prescribe. If the share is a Deposited Share, the notice must also be given to the Depository. That person must also comply with the Laws in relation to the registration of a Deposited Share. If the share is a Non-Depository Share, that person must comply with the requirements of this Constitution in relation to the transfers of Non-Depository Shares and their registration. The Board has the same power to refuse to register (in relation to Non-Depository Shares) the automatically entitled person as they would have had in deciding whether to register a transfer by the person who was previously entitled to the Non-Depository Shares.

Clause 72

If a person who is automatically entitled to a share by law wants the share to be transferred to another person, they must do this for:-

- (a) a Deposited Share, in accordance with the requirements of this Constitution and the Laws; and*
- (b) a Non-Depository Share, by signing a transfer to the person they have nominated and comply with the other requirements of this Constitution in relation to the transfers of Non-Depository Shares and their registration.*

Clause 73

The Board has the same power to refuse to register (in relation to Non-Depository Shares) the person selected as they would have had in deciding whether to register a transfer by the person who was previously entitled to the shares.

14. ADDITIONAL INFORMATION (cont'd)

Clause 74

A person who is automatically entitled to a share by law is entitled to any dividends or other money or distributions or entitlements relating to the share, even though they are not registered as the holder of that share, upon providing to the Company evidence the Board reasonably requires to show their title to the share. However, the Board can send a written notice to the person stating that the person must either be registered as the holder of the share or transfer the share to some other person. If the automatically entitled person does not do this within 90 days from the date of such notice, the Board can withhold all dividends or other money or distributions or entitlements relating to the share until they do so. The Board may treat these dividends or other money or distributions or entitlements in the same way as unclaimed dividends and other money are treated in this Constitution.

Clause 75

Unless registered as the holder of the share, the person automatically entitled to a share by law cannot:-

- (a) receive notices of shareholders' meetings, or attend or vote at these meetings; or*
- (b) exercise any other right of a shareholder in relation to any of these meetings, unless the Board decides otherwise.*

14.1.5 Rights, Preferences and Restrictions Attached to Each Class of Securities Relating to Voting, Dividend, Liquidation and Any Special Rights

Clause 23

Where the Company has different classes of shares, this Constitution must state prominently:-

- (a) that the Company's share capital is divided into different classes of shares;*
- (b) the voting rights attached to shares in each class;*
- (c) any other rights attached to those shares;*
- (d) any other things which Section 90 of the CA requires.*

Section 89(2) of the CA applies.

Clause 24

This Constitution must set out the rights of shareholders attached to preference shares or shares convertible into preference shares. The rights which must be set out include shareholders' rights on:-

- (a) a repayment of capital;*
- (b) participation in surplus assets and profits;*
- (c) cumulative or non-cumulative dividends;*
- (d) voting;*
- (e) priority of payment of capital and dividend when compared to other shares or classes of preference shares.*

14. ADDITIONAL INFORMATION *(cont'd)*

Preference shares must give their holders the right to vote:-

- (a) when any dividends remain unpaid for more than 6 months;*
- (b) on a proposal to reduce the Company's share capital;*
- (c) on a proposal to dispose of all of the Company's property, business and undertaking;*
- (d) on a proposal that affects rights attached to the share;*
- (e) on a proposal to wind up the Company; and*
- (f) during the winding up of the Company.*

Holders of preference shares must also be entitled to the same rights as a holder of an ordinary share in relation to receiving notices, reports and audited financial statements, and attending meetings. The Company may issue preference shares on terms that further preference shares may be issued which rank equally with or in priority to existing preference shares.

Clause 25

The liability of each shareholder is limited to the amount (if any) unpaid on the share held by that shareholder.

Clause 26

The provisions of this Constitution about allotment, transfer or person who is automatically entitled to a share by law and all other matters which relate to shares apply to new shares in the same way as if they were existing shares.

Clause 27

The Company can issue new shares and attach any rights and restrictions to them, as long as this is not restricted by special rights previously given to holders of any existing shares. Subject to this, the rights of new shares can take priority over the rights of existing shares, or existing shares can take priority over them, or the new shares and the existing shares can rank equally. These rights and restrictions can apply to sharing in the Company's profits or assets. Other rights and restrictions can also apply, for example, those relating to the right to vote.

Clause 28

The shareholders can decide on the rights and restrictions to be attached to new shares by passing an ordinary resolution. The Board can also make these decisions if the shareholders have not passed a resolution which covers the point. However, where different classes of shares result, Clause 23 also applies.

Clause 29

The Company may allot preference shares or convert any existing shares into preference shares. However, Clause 24 then applies.

14. ADDITIONAL INFORMATION (cont'd)

Clause 30

If the Company's share capital is divided into different classes of share, the special rights attached to any of these classes may (subject to Section 90 of the CA and whether or not the Company is being wound up) be varied or withdrawn if the shareholders approve this by passing a special resolution. This must be passed at a separate meeting of the holders of that class of shares. This is called a class meeting. Alternatively, the holders of at least 75% of the existing shares of that class (by voting rights) can give their written consent.

Clause 31

The provisions of the CA and this Constitution which relate to General Meeting shall apply mutatis mutandis, with any necessary changes, to a class meeting, but with the following adjustments:-

- (a) a shareholder who is present in person or by proxy can demand a poll;*
- (b) on a poll, the holders of shares will have one (1) vote for every share of the class which they hold;*
- (c) the vote will, anyhow, be by poll if the LR requires this.*

This is subject to any special rights or restrictions which are attached to a class of shares by this Constitution, or any rights attached to shares in some other way under this Constitution.

A special resolution of shareholders of the preference capital affected is required where preference capital is to be repaid (other than redeemable preference capital or any other alteration to preference shareholders' rights). However, where the majority for the special resolution is not obtained at a meeting, written consent given by holders of at least 75% of that preference capital within 2 months of that meeting shall be as valid and effective as a special resolution passed at a meeting.

Clause 32

Clauses 30 and 31 also apply if:-

- (a) special rights of shares forming part of a class are varied or withdrawn. Each part of the class which is being treated differently is viewed as a separate class in applying this clause;*
- (b) preference shares are issued shares which rank equally with existing preference shares. However, these clauses do not apply if the terms of issue of existing preference shares or this Constitution allows those preference shares to be issued.*

Clause 33

Unless the terms of the existing shares state otherwise, the special rights of existing shares are not regarded as varied or withdrawn if:-

- (a) new shares are created, or issued, which rank equally with or after any existing shares in payment of dividends or sharing in profits or assets of the Company; or*
- (b) the Company purchases its own shares (this includes, purchases of any of these existing shares); or*
- (c) the Company redeems redeemable preference shares (this includes, redeeming any of these existing shares); or*

14. ADDITIONAL INFORMATION (cont'd)

- (d) preference shares are issued which rank equally with or in priority to existing preference shares.

Clause 277

The Company may subject to Sections 131 to 133 of the CA by ordinary resolution make a distribution of dividends to the shareholders out of the profits of the Company available if the Company is solvent, but no dividend can exceed the amount recommended by the Board.

Clause 278

If the Board considers that the profits of the Company justify such payments, they can pay:-

- (a) interim dividends on any class of shares of any amounts, on any dates and for any periods which they decide; and
- (b) fixed or other dividends on any class of shares on the dates stated for the payment of those dividends.

Clause 279

If the Board acts in good faith, they are not liable to any shareholders for any loss they suffer because a lawful dividend has been paid under Clause 278 on other shares which rank equally with or behind their shares.

Clause 280

Unless otherwise provided by the rights attached to shares or the terms of their issue, all dividends shall be declared and paid proportionately to the capital paid up on the shares on which the dividend is paid, but if any shares are issued on terms providing that they shall rank for dividend as from a specified date or to a specified extent, they shall rank for dividend accordingly. Any dividend may be expressed to be payable on a specified date to persons registered on some earlier date as the holders of the shares in respect of which the dividend is declared.

Clause 281

If the Board recommend this, shareholders can pass an ordinary resolution to direct all or any part of a dividend to be paid by distributing specific assets (and in particular paid-up shares or debentures of any other company). The Board must give effect to that resolution. Where a difficulty arises in the distribution, the Board can settle it as they decide. In particular, they can:-

- (a) issue fractional certificates;
- (b) value the assets for distribution purposes;
- (c) pay cash of a similar value to adjust the rights of shareholders; and/or
- (d) transfer any assets to trustees.

Clause 282

No dividend can be paid except out of profits available for distribution and where the Company is solvent as the CA requires.

14. ADDITIONAL INFORMATION (cont'd)

Clause 283

Subject to the LR, a cash distribution or other dividends or other money payable in cash relating to a share or other securities can be paid:-

- (a) by cheque or warrant payable to the shareholder or person automatically entitled to the shares by law who is entitled to it or to another person named in a written instruction from the shareholder (or all joint shareholders or people jointly and automatically entitled to the shares by law);*
- (b) in the case of Deposited Shares, by using the eDividend service or any other means for directly crediting the payments into the bank accounts of the shareholders or holder of such other securities of the Company as provided to the Depository from time to time, where allowed or required. The Company must notify such shareholders or holders of such other securities of the Company once the Company has paid the cash distribution or other money payable in cash out of the Company's account where the shareholders or holders of such other securities of the Company have provided to the Depository the relevant contact details for purposes of electronic notifications;*
- (c) by bank transfer, electronic means or by means of a website directly to an account named in a written instruction from the shareholder (or all joint shareholders or people jointly and automatically entitled to the shares by law); and/or*

in any other way agreed between the shareholder (or all joint shareholders or people jointly and automatically entitled to the shares by law) and the Company.

Clause 284

For joint shareholders, or people jointly and automatically entitled to shares by law, the Company can rely on a receipt for a dividend or other money paid on shares from anyone of them.

Clause 285

Cheques and warrants are sent, and payment in any other way is made, at the risk of the people who are entitled to the money. The Company is treated as having paid a dividend if a cheque or warrant is cleared or if a payment is made using the eDividend service, bank transfer, electronic means or by means of a website. The Company will not be responsible for a payment which is lost or delayed.

Clause 286

Where Malaysian law requires that a dividend and any other money payable in respect of a share can be paid in whatever currency the Board decide or as the law requires using an appropriate exchange rate selected by the Board for any currency conversions required. The Board can also decide how any costs relating to the choice of currency will be met.

Clause 287

No dividend or other money payable by the Company in respect of its shares carries a right to interest from the Company, unless the rights of the shares say something different.

14. ADDITIONAL INFORMATION (cont'd)

Clause 305

- (1) *If the Company is wound up, whether voluntarily or in some other way, with the approval of a special resolution, the liquidators may divide among the shareholders any part of the assets of the Company. This applies whether the assets consist of property of one kind or different kinds. For the purpose, the liquidator can place whatever value the liquidator considers fair on any property and decide how the division is carried out between shareholders and different shareholders.*
- (2) *The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, think fit, but so that no shareholder shall be compelled to accept any shares or other securities whereon there is any liability.*
- (3) *Save that this clause shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:-*
 - (a) *If the Company shall be wound up and the assets available for distribution among the shareholders as such shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the shareholders in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up, on the shares held by them respectively; and*
 - (b) *If in the winding up the assets available for distribution among the shareholders shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed among the shareholders in proportion to the capital paid up, at the commencement of the winding up, on the shares held by them respectively.*

14.2 SHARE CAPITAL

- (a) As at the date of this Prospectus, we only have 1 class of shares, namely ordinary shares, all of which rank equally with one another.
- (b) Save for the new Shares to be issued pursuant to the Public Issue as disclosed in Section 4.3.1 of this Prospectus, there is no intention on the part of our Directors to further issue any Shares on the basis of this Prospectus.
- (c) Save for the new Shares that have been issued as disclosed in Section 6.5 of this Prospectus, no other Shares have been issued by our Company which are paid with assets other than cash within the past 3 years preceding the LPD.
- (d) Save for the Pink Form Allocation and the LTIP as disclosed in Sections 4.3.1(b) and 4.4 of this Prospectus:-
 - (i) no Director or employee of our Group has been or is entitled to be given or has exercised any option to subscribe for any Share of our Company or any of our subsidiaries; and
 - (ii) there is no other share option scheme involving our Directors or employees of our Group.
- (e) Save for the SOP Awards as disclosed in Section 4.4 of this Prospectus, none of our Group's capital is under option, or agreed conditionally or unconditionally to be put under option.

14. ADDITIONAL INFORMATION (cont'd)

- (f) Save as disclosed in this Prospectus, there has been no acquisitions or subscription of any of our Shares by our substantial shareholders, Directors, key senior management or persons connected with them, or any transaction entered into by them which grants them the right to acquire any of our existing Shares, in the past 3 years up to the LPD.
- (g) There is no limitation on the right to own securities including limitation on the right of non-residents or foreign shareholders to hold or exercise their voting rights on our Shares.

14.3 CHANGES IN SHARE CAPITAL

Details on the changes in the share capital of our Company are disclosed in Section 6.2 of this Prospectus. Save as disclosed below, there have been no changes in the share capital of our subsidiaries during the Financial Periods Under Review up to the LPD:-

(a) Sophic Automation

As at the LPD, the issued share capital of Sophic Automation comprises [571,700] ordinary shares. The changes in the share capital of Sophic Automation during the Financial Periods Under Review and up to the LPD are as follows:-

Ordinary Shares

Date of Allotment	No. of Shares Allotted	Type of Issue	Consideration	Cumulative No. of Shares
[•]	[71,700]	RCPS Conversion	Other than cash	[571,700]

Preference Shares

Date of Allotment/ Conversion	No. of RCPS Allotted/ (Converted)	Type of Issue	Consideration	Cumulative No. of RCPS
06.09.2017	2,700,000	Allotment of RCPS	Cash	2,700,000
30.06.2021	6,100,000	Allotment of RCPS	Cash	8,800,000
[•]	[(8,800,000)]	RCPS Conversion	Other than cash	[-]

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14. ADDITIONAL INFORMATION (cont'd)**(b) Pinkypye**

As at the LPD, the issued share capital of Pinkypye comprises 25 ordinary shares. The changes in the share capital of Pinkypye from 13 September 2021 (date of incorporation) and up to the LPD are as follows:-

Date of Allotment	No. of Shares Allotted	Type of Issue	Consideration	Cumulative Share Capital
13.09.2021	1	Allotment of shares	Cash	1
28.02.2022	24	Allotment of shares	Cash	25

None of the shares in our Company or our subsidiaries were issued at a discount, on special terms or based on instalment payment terms.

As at the LPD, neither our Company nor our subsidiaries has any outstanding warrant, option, convertible security or uncalled capital in respect of their shares.

14.4 CONSENTS

- (a) Our Principal Adviser, Sponsor, Sole Underwriter and Sole Placement Agent has given and has not subsequently withdrawn its written consents to the inclusion of its names and all references thereto in the form and context in which they are included in this Prospectus.
- (b) Our Company Secretary, Solicitors, Issuing House and Share Registrar have given and have not subsequently withdrawn their respective written consents to the inclusion of their names and all references thereto in the form and context in which they are included in this Prospectus.
- (c) Our Auditors and Reporting Accountants have given and have not subsequently withdrawn their written consent to the inclusion of its name, report on the Compilation of the Proforma Consolidated Financial Statements, Accountants' Report and all references thereto in the form and context in which they are included in this Prospectus.
- (d) Our Independent Market Researcher has given and has not subsequently withdrawn its written consent to the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are included in this Prospectus.

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14. ADDITIONAL INFORMATION *(cont'd)*

14.5 DOCUMENTS AVAILABLE FOR INSPECTION

A copy each of the following documents may be inspected at the registered office of our Company during normal business hours for a period of 6 months from the date of this Prospectus:-

- (a) our Constitution;
- (b) the material contract referred to in Section 7.12 of this Prospectus;
- (c) the IMR Report as included in Section 8 of this Prospectus;
- (d) the Reporting Accountants' report on the Proforma Consolidated Statement of Financial Position as included in Section 12.1 of this Prospectus;
- (e) the Accountants' Report as included in Section 13 of this Prospectus;
- (f) the letters of consent referred to in Section 14.4 of this Prospectus;
- (g) the audited financial statements of 3REN for the financial period from 5 April 2021 (date of incorporation) to 31 December 2021, FYE 2022 and FPE 2023;
- (h) the audited financial statements of Sophic Automation and Sophic MSC for the Financial Periods Under Review; and
- (i) the audited financial statements of Pinkypye for the financial period from 13 September 2021 (date of incorporation) to 31 December 2022 and FPE 2023.

14.6 RESPONSIBILITY STATEMENTS

Our Directors, Promoters and Offerors have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.

KAF IB, being our Principal Adviser, Sponsor, Sole Underwriter and Sole Placement Agent 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 offering.

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