

14. STATUTORY AND OTHER GENERAL INFORMATION

14.1 EXTRACT OF OUR CONSTITUTION

Subject to the receipt of the approvals and fulfilment of the conditions as may be imposed by the relevant authorities as set out in Section 2 of this Prospectus, the following provisions relating to the selected matters are reproduced from our Constitution.

The words and expressions appearing in this section shall bear the same meanings used in our Constitution or the context otherwise requires.

Words	Meaning
"Act"	means the Companies Act 2016 and any statutory modification, amendment or re-enactment thereof and any and every other legislation for the time being in force made thereunder and any written law for the time being in force concerning companies and affecting the Company.
"Applicable Laws"	means all laws, bye-laws, regulation, rules, orders and / or official directions for the time being in force affecting or concerning the Company and its subsidiaries, including but not limited to the Act, the SICDA, the Listing Requirements and the Rules and every other law for the time being in force and any other directives or requirements imposed on the Company by the relevant regulatory bodies and / or authorities.
"Central Depository"	means Bursa Malaysia Depository Sdn. Bhd. (Registration No. 198701006854 (165570-W)) or such other names by which it may be known from time to time.
"Clause"	means any provision in this Constitution.
"Company"	means the abovenamed Company by whatever name from time to time called.
"Constitution"	means this Constitution as originally framed or as altered from time to time by Special Resolution.
"Deposited Security"	means a Security or Securities standing to the credit of a Securities Account and includes Securities in a Securities Account that is in suspense.
"Depositor"	means a holder of a Securities Account established by the Central Depository.
"Director(s)"	means the Director(s) for the time being of the Company by whatever name called and includes a person in accordance with those directions or instructions the majority Directors are accustomed to act and includes their duly appointed alternate Director.
"Exchange"	means Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W)) or such other names by which it may be known from time to time.
"Listing Requirements"	means the ACE Market Listing Requirements of the Exchange including any amendments to the Listing Requirements that may be made from time to time.
"Member(s)"	means any person(s) whose name(s) is / are entered in the Company's Register of Members including Depositors whose names appear on the Record of Depositors except the Central Depository and/or its nominee company in its capacity as a bare trustee.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Words	Meaning
"Office"	means the registered office for the time being of the Company.
"Ordinary Resolution"	means a resolution which has been passed by a simple majority of more than half of such Members who are entitled to vote and do vote in person, or where proxies are allowed, by proxy.
"Record of Depositors"	means the record provided by the Central Depository to the Company under Chapter 24.0 of the Rules.
"Rules"	means the Rules of the Central Depository including any amendment thereto that may be made time to time.
"Security(ies)"	has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007 or any modification, amendment or re-enactment thereof for the time being in force made thereunder.
"Securities Account"	means an account established by the Central Depository for a Depositor for the recording of deposit of Securities and for dealing in such Securities by the Depositor.
"Share(s)"	means shares in the Company.
"SICDA"	means the Securities Industry (Central Depositories) Act 1991, and every statutory modification, amendment or re-enactment thereof for the time being in force and includes all subsidiary legislations made thereunder.
"Special Resolution"	means a resolution of which a notice of not less than twenty-one (21) days has been given and which has been passed by a majority of not less than seventy-five per centum (75%) of such Members who are entitled to vote and do vote in person, or where proxies are allowed, by proxy.
"Subsidiary"	has the meaning assigned thereto in the Act.

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14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.1.1 Changes to share capital and variation of class rights

Clause 7.1 – Types of shares

The share capital of the Company is its issued share capital. The Shares in the original or any increased capital or any alteration of capital may be divided into several classes and there may be attached thereto respectively any preferred, deferred, qualified or other special rights, privileges, conditions or restrictions whether in regard to dividend, capital, voting or otherwise.

Clause 7.2 – Issue of shares

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

- (a) no Shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the Members in meeting of Members;
- (b) in the case of Shares of a class, other than ordinary shares, no special rights shall be attached until the same have been expressed in this Constitution and in the resolution creating the same;
- (c) every issue of Shares or options to employees and / or Directors shall be approved by the Members in meeting of Members and such approval shall specifically detail the amount of Shares or options to be issued to such employees and / or Directors; and 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 public offer or a public issue;
- (d) except in the case of an issue of Securities on a pro rata basis to Members or pursuant to a back-to-back placement or dividend reinvestment scheme undertaken in compliance with the Listing Requirements, a Director, major shareholders, Chief Executive or person connected to any Director, major shareholder or Chief Executive of the Company shall not participate, directly or indirectly, in an issue of ordinary Shares or other Securities with rights of conversion to ordinary Shares unless the Members in meeting of Members have approved the specific allotment to be made to the Director major shareholders, Chief Executive or person connected to any Director, major shareholder or Chief Executive and the Director, major shareholders, Chief Executive or person connected to any Director, major shareholder or Chief Executive has abstained from voting on the relevant resolution;

In this Clause, "Major Shareholder", "Chief Executive" and "Person connected to any Director, major shareholder or Chief Executive" shall have the same meaning described thereto in the Listing Requirements.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 7.6 – Renunciation

The Directors may at any time after the allotment of Security but before any person has been entered in the Register of Members as the holder recognise a renunciation of such Security by the allottee in favour of some other person and may accord to any allottee of a Security a right to effect such renunciation on such terms and conditions as the Directors may determine.

Clause 7.10 – Issue of securities

Subject to the Applicable Laws and notwithstanding the existence of a resolution pursuant to Sections 75(1) and 76(1) of the Act, the Company must ensure that it shall not issue any Shares or convertible Securities if the total number of those Shares or convertible Securities, when aggregated with the total number of any such Shares or convertible Securities issued during the preceding twelve (12) months, exceeds ten per centum (10%) of the total number of the issued Shares of the Company or such other limit as prescribed by the Exchange from time to time, except where the Shares or convertible Securities are issued with the prior approval of the Members in meeting of Members of the precise terms and conditions of the issue. In working out the number of Shares or convertible Securities that may be issued by the Company, if the Security is a convertible security, each such Security is counted as the maximum number of Shares into which it can be converted or exercised.

Clause 15.1 – Company may alter its capital in certain ways

Subject to the Applicable Laws, the Company may from time to time by Ordinary Resolution:

- (a) consolidate and divide all or any of its share capital into Shares of larger amount than its existing shares;
- (b) subdivide its share capital or any part thereof into shares of smaller amount than is fixed by this Constitution by subdivision of its existing shares or any of them, subject nevertheless to the provisions of the Act and so that as between the resulting shares, one (1) or more of such shares may, by the resolution by which such subdivision is effected, be given any preference or advantage as regards dividends, return of capital, voting or otherwise over the others or any other of such shares;
- (c) cancel Shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled;
- (d) convert all or any of its issued Shares into stock and reconvert that stock into paid up Shares; and
- (e) subject to the provisions of this Constitution and the Act, convert and/or re-classify any class of Shares into any other class of Shares.

Clause 16.1 – Increase of share capital

The Company may from time to time, whether all the Shares for the time being issued shall have been fully called up or not, by Ordinary Resolution increase its share capital by the creation of new Shares, such new capital to be of such amount and to be divided into Shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any) or to be subject to such conditions or restrictions (if any), in regard to dividend, return of capital, voting or otherwise, as the Company by the resolution authorising such increase may direct.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 16.6 – Issue of new Shares to existing Members

Subject to any direction to the contrary that may be given by the Company in meeting of Members, all new Shares or other convertible Securities shall, before issue, be offered to such persons who as at the date of the offer, are entitled to receive notices from the Company of meetings of Members, in proportion, as nearly as 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 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 or Securities offered, the Directors may, subject to this Constitution, dispose of those Shares or Securities in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new Shares or Securities 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 Constitution.

Clause 16.7 – New Share to be original capital unless otherwise provided

Except so far as otherwise provided by the conditions of issue in this Constitution, any share capital raised by the creation of new Shares shall be considered as part of the original share capital of the Company and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

Clause 17 – Variation of rights

If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of seventy-five per centum (75%) of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the Shares of that class. To every such separate meeting the provisions of this Constitution relating to meeting of Members shall mutatis mutandis apply so that the necessary quorum shall be two (2) persons at least holding or representing by proxy at least one-third (1/3) of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll. To every such Special Resolution the provisions of Section 292 of the Act shall apply with such adaptations as are necessary.

14.1.2 Transfer of securities**Clause 11.1 – Transfer in writing and to be left at the Office**

For the purpose of registration of a transfer of Shares that are not Deposited Securities, every instrument of transfer which is executed in accordance with the Applicable Laws, shall be left at the Office, where a share certificate has been issued for the Share to be transferred, the certificate of the Shares and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the Shares, and thereupon the Company shall subject to the powers vested in the Directors by this Constitution register the transferee as the Member within thirty (30) days from receipt of such duly executed and stamped instrument of transfer.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 11.2 – Transfer of Securities

The transfer of any Deposited Security shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of Deposited Security.

Clause 11.3 – Execution

The instrument of transfer of a Share in the Company shall be signed by or on behalf of the transferor and transferee provided that subject to compliance with the SICDA 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 SICDA. Subject to the Applicable Laws, the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.

Clause 11.4 – Prohibited transfer

Subject to this Constitution, the Rules and except as may be required by the Applicable Laws, there should be no restriction on the transfer of fully paid up Securities in the Company. However, no Securities shall, in any circumstances, be transferred to any infant, bankrupt or person of unsound mind.

Clause 11.5 – Directors may refuse registration of transfer

Subject to the provisions of the Act, the SICDA, the Listing Requirements and the Rules, the Directors may, in their discretion and without assigning any reason therefor, refuse to register, the transfer of any Share, not being a fully paid share, and whether or not the Company claims lien on the same.

Clause 11.7 – Limitation of liability

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

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**14.1.3 Remuneration of Directors****Clause 21.4 – Remuneration**

The Directors shall be paid by way of remuneration for their services such fixed sum as shall from time to time be determined by the Company in meeting of Members, and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine 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 and which shall not exceed the amount approved by the shareholders in general meeting;
- (b) remuneration and other emoluments (including bonus, benefits or any other emoluments) payable to executive Directors may not include a commission on or percentage of turnover;
- (c) fees payable to Directors and any benefits payable to Directors shall be subject to annual approval by an Ordinary Resolution at a meeting of Members;
- (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; and
- (e) the fees and / or benefits payable to non-executive Directors who is also Director of the subsidiary(ies) includes fees, meeting allowances, travelling allowances, benefits, gratuity and compensation for loss of employment of Director or former Director of the Company provided by the Company and subsidiary(ies), but does not include insurance premium or any issue of Securities.

Clause 22.3 – Remuneration of Managing Director

The remuneration of a Managing Director shall be fixed by the Directors, and may be by way of fixed salary or commission or participation in profits or by any or all of those modes, but 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.

Clause 23.4 – Director's pensions

The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director or former Director who has held any other salaried office or place of profit with the Company or to his widow or dependents or relations or connections and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

Clause 23.5 – Power to maintain pension fund

The Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or any such subsidiary company, or the wives, widows, families or dependants of any such persons. The Directors may also procure the establishment and subsidy of or subscription and support to any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its Members and payment towards the insurance of any such persons as aforesaid, and subscriptions or

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

14.1.4 Voting and borrowing powers of our Directors

Clause 19.2 – Quorum

No business shall be transacted at any meeting of Members unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person or by proxy shall be a quorum. For the purpose of this Constitution, "Member" includes a person attending as a proxy or representing a corporation which is a Member.

Clause 19.3 – Proceeding of quorum not present meeting adjourned or dissolved

If within half (1/2) an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next business day following such public holiday), at the same time and place or to such other day and at such other time and place as the Directors may determine, but if a quorum is not present within half (1/2) an hour from the time appointed for holding the adjourned meeting, the Members present shall be a quorum and may transact the business of which the adjourned meeting was called.

Clause 19.6 – Voting by show of hands

On a resolution to be decided on show of hand, a Member who is personally present or by proxy or attorney or by a duly authorised representative and entitled to vote, or a holder of preference shares or proxy or attorney or by a duly authorised representative shall be entitled to one (1) vote.

Clause 19.8 – Voting by poll

- (a) Subject to any express requirements under the Listing Requirements, any resolution set out in the notice of any meeting of Members, or in any notice of resolution which may properly be moved and is intended to be moved at any meeting of Members, shall be voted by poll. A poll shall be taken in such manner and either forthwith or after an interval or adjournment or otherwise as the chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was taken, but a poll demanded on the election of chairman or on a question of adjournment shall be taken immediately.
- (b) On a poll, votes may be given either personally or by proxy. A proxy shall be any person appointed by a Member and who shall not necessarily be a Member and such proxy shall be entitled to vote on a poll provided he is the only proxy appointed by the Member. Where a Member entitled to vote on a resolution has appointed more than one (1) proxy, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies, otherwise, the appointment shall not be valid.

Clause 20.1 – Chairman's casting vote

In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote in addition to the votes to which he may be entitled as a Member.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)**Clause 20.2 – Voting rights**

Subject to Clause 18(7) of this Constitution and to any rights or restrictions for the time being attached to any Shares or classes of Shares, at meetings of Members or classes of Members, each Member entitled to present and to vote in respect of any Share or Shares upon which all calls due to the Company have been paid, either in person or by proxy or attorney or any other duly authorised representative. On a resolution to be decided by a poll, every Member voting in person or by proxy or attorney or any duly authorised representative shall have one (1) vote for each share he holds.

Clause 23.2 – Directors' borrowing powers

- (a) Subject to Applicable Laws, the Directors may from time to time at their discretion raise or borrow such sums of money as they think proper and may secure the repayment of such sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds, perpetual or redeemable, debentures or debenture stock or any mortgage or guarantee, charge or security on the undertaking of the whole or any part of the property of the Company (both present and future), including its uncalled capital for the time being and 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 any subsidiary, associated or other companies or persons. Provided that the Directors shall not issue any debt securities convertible to ordinary shares without the prior approval of the Company in meeting of members.
- (b) Any debentures, debenture stock, bonds or other securities may be issued with any special privileges as to redemption, surrender, drawings, allotment of Shares, attending and voting at meeting of members of the Company, appointment of Directors and otherwise.
- (c) 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 in its ordinary course of business, 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 other persons so becoming liable as aforesaid from any loss in respect of such liability.
- (d) The Directors shall cause a proper register to be kept in accordance with Section 362 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 352 of the Act as regards the registration of mortgages and charges therein specified or otherwise.

14.2 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than 6 months after the date of issue of this Prospectus.
- (ii) As at the LPD, our Company has only 1 class of shares, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (iii) Save as disclosed in Section 6.5 of this Prospectus, no shares, stocks or debentures of our Company have been issued or proposed to be issued as fully or partly paid-up in cash or otherwise, within the 2 years immediately preceding the date of this Prospectus.
- (iv) None of the share capital of our Group is under option, or agreed conditionally or unconditionally to be put under option as at the date of this Prospectus.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (v) Save for the Public Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.3.1(ii) of this Prospectus and subject to our Listing, there is currently no other scheme involving our directors and employees in the share capital of our Group.
- (vi) As at the date of this Prospectus, our Group does not have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in this Prospectus, and save as provided for under our Constitution and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in any of our Company or our Subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.3 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND / OR EXERCISE VOTING RIGHTS

Save as disclosed in Section 14.4 below, there is no limitation on the right to own our Shares including any limitation on the right of a non-residents or foreign shareholders to hold or exercise their voting rights on our Shares imposed by Malaysian law or by our Constitution.

14.4 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a Depositor by means of entries in the securities account of that Depositor.

A Depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be our shareholder and shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

14.5 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any material contract which is not in the ordinary course of our Group's business within the Financial Years Under Review and up to the date of this Prospectus:

- (i) Supplementary Agreement (III) dated 29 September 2022 ("**Third Supplementary Agreement**") entered into between EPT Sdn Bhd ("**EPT**") and SCS, to further vary the terms of the Sale and Purchase Agreement dated 31 March 2018 ("**Principal SPA**") for the sale of a parcel of land with a double storey semi-detached industrial building erected thereon known as Lot 8276 Section 64 Kuching Town Land District ("**Lot 8276**") and the sole rights to product brands of Ramly, Hiestand, Makcik and Dailey Fresh Farm, all by EPT to SCS at the consideration sum of RM1,400,000.00 consisting of RM820,000.00 for Lot 8276, RM300,000.00 for the cold room and RM280,000.00 for the rights to the said product brands.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Under the Principal SPA, the completion of the sale and transfer of Lot 8276 was subject to EPT obtaining approval of all unauthorised extensions carried out to the building from the relevant authorities within 6 months from the date of the Principal SPA (“**Conditional Period**”). By a letter dated 30 September 2018, the Conditional Period was extended to expire on 29 September 2019 to enable EPT to demolish and remove all the unauthorised extensions and thereafter to obtain the necessary approval from the relevant authorities. A further extension from 29 September 2019 until 30 September 2020 was given to EPT pursuant to a Supplemental Agreement (I) dated 27 September 2019 entered into between EPT and SCS. Subsequently, by a Supplemental Agreement (II) dated 29 September 2020 entered into by the same parties, another extension of 24 months from 30 September 2020 until 30 September 2022 was given to EPT.

Under the Third Supplementary Agreement, SCS agreed to waive the condition imposed on EPT to demolish and remove all unauthorised extensions and to obtain the necessary approval from the relevant authorities after such removal, in order to proceed with the completion of the transaction under the Principal SPA and the transfer of legal ownership of Lot 8276 to SCS. However, it remains an obligation on the part of EPT to demolish and remove all the unauthorised extensions and thereafter to obtain the necessary approval from the relevant authorities at EPT’s costs (“**Remaining obligation under the Principal SPA**”), within the period from 30 September 2022 until 29 September 2023.

With the extension granted by SCS to EPT pursuant to the Third Supplementary Agreement, the legal ownership of Lot 8276 was transferred to SCS on 23 March 2023.

By a letter dated 5 September 2023, SCS agreed to discharge and release EPT from its Remaining obligation under the Principal SPA, in view that SCS has entered into an agreement to dispose of Lot 8276 at its present state and condition, to MESB (as disclosed in sub-paragraph (iii) below).

As at the LPD, the sale and transfer of legal ownership of Lot 8276 to SCS has been completed and there are no other obligations on the part of EPT or SCS under the Principal SPA which are outstanding.

- (ii) Agreement for Shares dated 11 May 2023 entered into between Lim Ah Ted as the vendor and the Company as the purchaser, for the disposal of all the 100 ordinary shares in Supreme Trading (“**Supreme Trading Shares**”) by Lim Ah Ted representing the entire issued share capital in Supreme Trading, to our Company at the total consideration sum of RM1,000.00.

This Agreement for Shares is conditional upon our Company obtaining the approval of our Board and our shareholders for the purchase of the Supreme Trading Shares, and upon our Company’s satisfaction of the results of the legal and financial due diligence review of Supreme Trading, and upon obtaining any other approvals, consents or permissions from any regulatory authority or third party as required.

Under the Agreement for Shares, Lim Ah Ted shall procure Supreme Trading to repay the outstanding advances of RM147,824.58 (as at the date of this Agreement for Shares) due and owing to the existing directors of Supreme Trading within 3 months from the completion date of the Agreement for Shares. It is also agreed between Lim Ah Ted and our Company that Lim Ah Ted shall remain as a director of Supreme Trading after the completion of the transaction contemplated by the Agreement for Shares.

As at the LPD, this Agreement for Shares has been completed, and our Company is now the holding company of Supreme Trading.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (iii) Sale and Purchase Agreement dated 23 June 2023 entered into between SCS and Sim Chin Kheng, for SCS to sell and the said Sim Chin Kheng to purchase Lot 8276, at the consideration sum of RM920,000.00 comprising RM820,000.00 for Lot 8276, and RM100,000.00 for the cold room at Lot 8276. Subsequently, pursuant to a Deed of Revocation of Agreement dated 18 August 2023, SCS and the said Sim Chin Kheng had mutually revoked this Agreement and discharged each other from the performance of the terms of this Agreement, with neither party having any further claims or rights against the other.

As at LPD, this Agreement is no longer subsisting, but has been revoked.

- (iv) Sale and Purchase Agreement dated 5 September 2023 entered into between SCS and Mainline Enterprise Sdn Bhd (“**MESB**”), for SCS to sell and MESB to purchase, Lot 8276 at its present state and condition which MESB has inspected, at the consideration sum of RM900,000.00.

This Agreement is subject to the special condition of SCS removing, uninstalling, dismantling and / or disposing items belonging to SCS which are kept at Lot 8276 such as container, freezers and compressors, before SCS hands over vacant possession of Lot 8276 to MESB.

MESB is given 2 months from 5 September 2023 to settle the balance consideration sum, with a grace period of 1 month which shall be subject to a simple interest of 5% per annum on the outstanding balance consideration sum until full settlement thereof. The legal ownership of Lot 8276 was transferred by SCS to MESB on 31 October 2023, and MESB has fully settled the consideration sum to SCS.

As at the LPD, this Agreement has been completed.

- (v) [the Underwriting Agreement].

14.6 MATERIAL LITIGATION, CLAIMS AND ARBITRATION

As at the LPD, neither our Company nor our Subsidiaries are engaged in any governmental, legal, claims or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings, whether as plaintiff or defendant or as a third party which may have or have had, material or significant effects on our financial position or profitability in the 12 months immediately preceding the date of this Prospectus.

14.7 REPATRIATION OF CAPITAL AND REMITTANCE OF PROFIT

There are no governmental laws, decree, regulation or other requirement which may affect the repatriation of capital and the remittance of profit by or to our Group.

14.8 PUBLIC TAKE-OVERS

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

- (i) public take-over offers by third parties in respect of our Group's shares; and
- (ii) public take-over offers by our Group in respect of other companies' securities.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.9 LETTERS OF CONSENT

The written consents of our Principal Adviser, Underwriter, Placement Agent, Company Secretary, Solicitors, Share Registrar and Issuing House listed in the Corporate Directory of this Prospectus for the inclusion of their names and all references thereto in the form and context in which such names appear in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.

The written consent of our Auditors and Reporting Accountants for the inclusion of its name, the Accountants' Report and the Reporting Accountants' Report on the Compilation of Pro Forma Consolidated Statement of Financial Position, and all references thereto in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.

The written consent of our Independent Market Researcher for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.

14.10 RESPONSIBILITY STATEMENT

- (i) Our Directors and Promoters have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus. Having made all reasonable enquiries and to the best of their knowledge and belief, they confirm that there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.
- (ii) Kenanga IB as the Principal Adviser, Sponsor, Underwriter and 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 our IPO.

14.11 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our head office during normal business hours for a period of 6 months from the date of this Prospectus:

- (i) our Constitution;
- (ii) the IMR Report prepared by the IMR as included in Section 8 of this Prospectus;
- (iii) the Reporting Accountants' Report on the Compilation of Pro Forma Consolidated Statement of Financial Position as included in Section 12.1 of this Prospectus;
- (iv) the Accountants' Report as included in Section 13 of this Prospectus;
- (v) our material contracts as referred to in Sections 7.19 and 14.5 of this Prospectus;
- (vi) the letters of consent as referred to in Section 14.9 of this Prospectus; and
- (vii) the audited financial statements of SCRB and our subsidiaries for the Financial Years Under Review.