

14. ADDITIONAL INFORMATION

14.1 EXTRACT OF OUR CONSTITUTION

The following provisions are extracted from our Company's Constitution which complies with the Listing Requirements, the Act and the Rules.

The words and expressions appearing in the following provisions shall bear the same meanings used in our Company's Constitution unless they are otherwise defined or the context otherwise requires.

14.1.1 Transfer of securities

Clause 14 – Transfer of Securities

- (1) The transfer of any Deposited Security or class of Deposited Security of the Company, shall be by way of book entry by the 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 the Deposited Securities.
- (2) The Depository may, in its absolute discretion, refuse to register any transfer of any Deposited Security or class of Deposited Security of the Company that does not comply with the Central Depositories Act and the Rules.

14.1.2 Remuneration of Directors

Clause 93 – Remuneration of Directors

- (1) The Company may from time to time by an ordinary resolution passed at a General Meeting, approve the remuneration of the Directors, who hold non-executive office with the Company, for their services as non-executive Directors.
- (2) Subject to Clause 84, the fees of the Directors and any benefits payable to the Directors shall be subject to annual shareholders' approval at a General Meeting.
- (3) If the fee of each such non-executive Director is not specifically fixed by the Members, then the quantum of fees to be paid to each non-executive Director within the overall limits fixed by the Members, shall be decided by resolution of the Board. In default of any decision being made in this respect by the Board, the fees payable to the non-executive Directors shall be divided equally amongst themselves and such a Director holding office for only part of a year shall be entitled to a proportionate part of a full year's fees. The non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.
- (4) The following expenses shall be determined by the Directors:
 - (a) Traveling, hotel and other expenses properly incurred by the Directors in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company; and
 - (b) Other expenses properly incurred by the Directors arising from the requirements imposed by the authorities to enable the Directors to effectively discharge their duties.
- (5) Executive Directors of the Company shall be remunerated in the manner referred to in Clause 84 but such remuneration shall not include a commission on or percentage of turnover.

14. ADDITIONAL INFORMATION (CONT'D)**14.1.3 Voting and borrowing powers of Directors****Clause 95 – Powers of Directors**

Without limiting the generality of Clause 94(1) and (2) above as well as the Directors' powers in managing, directing and supervising the management of the business or affairs of the Company, the Directors may, subject to the Act and the Listing Requirements, exercise all the powers of the Company to do all or any of the following for any debt, liability, or obligation of the Company or of any third party, as they may think fit:

- (1) borrow money, raise funds and/or accept facilities;
- (2) mortgage or charge its undertaking, property, and uncalled capital, or any part of the undertaking, property and uncalled capital;
- (3) issue debentures and other Securities whether outright or as security; and/or
- (4)
 - (a) lend and advance money or give credit to any person or company;
 - (b) guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company;
 - (c) secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company;

and otherwise to assist any person or company.

Clause 105 – Directors' Interest in Contracts

- (a) A Director shall not vote in regard to any contract or proposed contract or arrangement in which he has, directly or indirectly, an interest (and if he shall do so his vote shall not be counted) nor shall his vote be counted for the purpose of any resolution regarding the same.
- (b) Every Director shall observe the provisions of Sections 219, 221 and 222 of the Act relating to the disclosure of the interest of the Directors in contracts or proposed contracts with the Company or of any office or property held by the Directors which might create duties or interest in conflict with their duties or interest as Directors and participation in discussion and voting. Such disclosure of material personal interest by the Directors shall be in the form of a notice. Such notice shall be in the form and manner prescribed under Section 221 of the Act.

14.1.4 Changes in capital and rights, preferences and restrictions attached to each class of shares relating to voting, dividend, liquidation and any special rights**Clause 8(1) – Variation of rights**

If at any time the share capital is divided into different classes of shares, the rights attached to each class of shares (unless otherwise provided by the terms of issue of the shares of that class) may only, whether or not the Company is being wound up, be varied:

- (a) with the consent in writing of the holders holding not less than seventy-five percent (75%) of the total voting rights of the holders of that class of shares; or
- (b) by a special resolution passed by a separate meeting of the holders of that class of shares sanctioning the variation.

14. ADDITIONAL INFORMATION (CONT'D)**Clause 12(1) – Allotment of shares or grant of rights**

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject always to the Act, the Listing Requirements and this Constitution, the Directors have the right to:

- (a) issue and allot shares in the Company; and
- (b) grant rights to subscribe for shares or options over unissued shares in the Company

Clause 46 – Alteration of Capital

- (1) The Company may from time to time by an ordinary resolution and subject to other applicable laws or requirements:
 - (a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived; or
 - (b) subdivide its shares or any of them into shares, whichever is in the subdivision; the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.
- (2) The Company may from time to time by a special resolution and subject to other applicable requirements:
 - (a) cancel shares which, at the date of the passing of the resolution in that regard, have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled or in such other manner allowed by law; or
 - (b) reduce its share capital in such manner permitted by law, and (where applicable) subject to the relevant required approvals being obtained.
- (3) The Company shall have the power, subject to and in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines in respect thereof for the time being in force, to purchase its own shares and thereafter to deal with the shares purchased in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines thereunder or issued by Bursa Securities and any other relevant authorities in respect thereof.

14.2 SHARE CAPITAL

- (i) 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. There are no special rights attached to our Shares.
- (ii) None of our Group's capital is under any option or agreed conditionally or unconditionally to be put under any option as at the date of this Prospectus.
- (iii) No person has been or is entitled to be given an option to subscribe for any share, stock, debenture or other security of our Group, except for the Pink Form Allocation.

14. ADDITIONAL INFORMATION (CONT'D)

- (iv) As at the date of this Prospectus, there is no scheme involving our Directors and employees in the share capital of our Group, except for the Pink Form Allocation.
- (v) As at the date of this Prospectus, our Group does not have any outstanding warrants, options, convertible securities or uncalled capital.

14.3 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

Pursuant to Section 14(1) of the SICDA, Bursa Securities has prescribed our Shares as securities to be deposited into the CDS. Following this, we will deposit our Shares directly with Bursa Depository and any dealings in our Shares will be carried out in accordance with the SICDA and the Rules. We will not issue any share certificates to successful applicants.

Dealing in our Shares deposited with Bursa Depository may only be affected by a person having a securities account with Bursa Depository ("**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 will be deemed to be a shareholder of our Company and will 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.

14.4 LIMITATION ON THE RIGHT TO OWN SECURITIES

Subject to Section 14.3 above, there is no limitation on the right to own our Shares, including any limitation on the right of a non-resident or non-Malaysian shareholder to hold or exercise voting rights on our Shares which is imposed by Malaysian law or by our Constitution.

14.5 EXCHANGE CONTROLS

Our Group has not established any other place of business outside Malaysia and is not subject to governmental law, decree, regulation and/or other requirement which may affect the repatriation of capital and remittance of profit by or to our Group.

All corporations in Malaysia are required to adopt a single-tier dividend. All dividends distributed by Malaysian resident companies under a single tier dividend are not taxable. Further, the Government does not levy withholding tax on dividend payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian resident companies. There is no Malaysian capital gain tax arising from the disposal of listed shares.

14.6 MATERIAL LITIGATION, CLAIM AND ARBITRATION

As at the LPD, we are not engaged in any material litigation, claims and/or arbitration, either as plaintiff or defendant, which has a material effect on our financial position, and our Directors confirm that there are no proceedings pending or threatened, or of any fact likely to give rise to any proceedings, which might materially and adversely affect our financial position or business.

14. ADDITIONAL INFORMATION (CONT'D)**14.7 MATERIAL CONTRACTS**

Save as disclosed below, we have not entered into any contracts which are material (not being contracts entered into in the ordinary course of business) during the Financial Years Under Review and up to the date of this Prospectus:

- (i) SPA dated 1 February 2021 between Sinaborneo Sdn Bhd (as vendor), Tiew Tiam Bok (as landowner) and Life Water Industries (as purchaser) for the purchase of 1 unit of double storey detached building located at Lot 4, Jalan Masak, Keningau held under CL No. 135406147, District of Keningau, Sabah for a total cash consideration of RM1,750,000. The sale and purchase transaction as contemplated under the agreement has been completed on 29 September 2021;
- (ii) SPA dated 1 March 2021 between Moslimin Bin Bijato (as vendor), Lubis Bin Selama and Alimudin Bin Ngire (as landowner) and Life Water Industries (as purchaser) for the purchase of 1 unit of semi-detached light industrial workshop located at Lot 23, MDLD 3381, Kimbell Light Industrial Estate, Lahad Datu held under CL No. 115385530, District of Lahad Datu, Sabah for a total cash consideration of RM830,000. The sale and purchase transaction as contemplated under the agreement has been completed on 21 July 2022;
- (iii) SPA dated 26 November 2021 between Sri Tegamat Sdn Bhd (as vendor) and Life Water Industries (as purchaser) for the purchase of 1 unit of warehouse located at along Jalan Lintas Sibuga, Off KM 1.4, Jalan Lintas Labuk held under CL No. 075323901, District of Sandakan, Sabah for a total cash consideration of RM5,500,000. The sale and purchase transaction as contemplated under the agreement has been completed on 9 April 2022;
- (iv) SPA dated 4 August 2022 between Aqthal Jasmeg Agronomics Sdn Bhd (as vendor) and Life Water Industries (as purchaser) for the purchase of 1 parcel of land held under CL No. 075323894, District of Sandakan, Sabah for a total cash consideration of RM4,000,000. The sale and purchase transaction as contemplated under the agreement has been completed on 10 February 2023;
- (v) SPA agreement dated 14 September 2022 between Bagus Sempurna Sdn Bhd (as vendor) and Life Water Industries (as purchaser) for the purchase of 1 parcel of land held under CL No. 075099464, District of Sandakan, Sabah, for a total cash consideration of RM3,875,200. The sale and purchase transaction as contemplated under the agreement has been completed on 19 January 2023;
- (vi) SPA dated 21 November 2023 between K.K.I.P. Sdn Bhd (as vendor) and Life Water Industries (as purchaser) for the purchase of 1 parcel of land held under part of master title CL No. 015582153, District of Kota Kinabalu, Sabah, for a total cash consideration of RM18,483,379.20. The sale and purchase transaction as contemplated under the agreement is expected to be completed by March 2024;
- (vii) SPA dated 8 February 2022 between Leasing Logistics & Distribution Sdn Bhd (as vendor) and Green Borneo Industries (as purchaser), and supplementary agreement dated 17 July 2023 between Leasing Logistics & Distribution Sdn Bhd, Leasing Logistics (E.M.) Sdn Bhd and Green Borneo Industries for the purchase of 1 parcel of land held under CL No. 015586562, District of Kota Kinabalu, Sabah for a total cash consideration of RM12,850,000. The sale and purchase transaction as contemplated under the agreement has been completed on 20 November 2023;

14. ADDITIONAL INFORMATION (CONT'D)

- (viii) SPA dated 8 February 2022 between Leasing Logistics (E.M.) Sdn Bhd (as vendor) and Green Borneo Industries (as purchaser), and supplementary agreement dated 17 July 2023 between Leasing Logistics & Distribution Sdn Bhd, Leasing Logistics (E.M.) Sdn Bhd and Green Borneo Industries for the purchase of 1 parcel of land held under CL No. 015586571, District of Kota Kinabalu, Sabah for a total cash consideration of RM8,150,000. The sale and purchase transaction as contemplated under the agreement has been completed on 4 December 2023;
- (ix) Tenancy agreement dated 17 July 2023 between Green Borneo Industries and Leasing Logistics (E.M.) Sdn Bhd in relation to the rental of properties located at Lot 49 and Lot 50, Jalan 1H, KKIP Selatan, Industrial Zone 2, Kota Kinabalu Industrial Park, 88460 Kota Kinabalu, Sabah. The tenancy period for Lot 49 expires on 16 January 2025 with a monthly rental of RM64,250.00 and the tenancy period for Lot 50 expires on 16 July 2026 with a monthly rental of RM40,750.00;
- (x) Life Water Industries SSA for the Life Water Industries Acquisition, which was completed on [●];
- (xi) Green Borneo Industries SSA for the Green Borneo Industries Acquisition, which was completed on [●];
- (xii) Life Water Marketing SSA for the Life Water Marketing Acquisition, which was completed on [●];
- (xiii) Syarikat Maju Sasa SSA for the Syarikat Maju Sasa Acquisition, which was completed on [●];
- (xiv) Syarikat Rasa Kool SSA for the Syarikat Rasa Kool Acquisition, which was completed on [●];
- (xv) K2 Water SSA for the K2 Water Acquisition, which was completed on [●];
- (xvi) Cyplast Industries SSA for the Cyplast Industries Acquisition, which was completed on [●]; and
- (xvii) the Underwriting Agreement dated [●], details of which are set out in Section 4.9 of this Prospectus.

14.8 CONSENTS

- (i) The written consents of the Principal Adviser, Underwriter, Placement Agent, Company Secretaries, Solicitors, Share Registrar and Issuing House for the inclusion in this Prospectus of their names in the form and context in which their names appear in this Prospectus have been given before the issue of this Prospectus, and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants for the inclusion in this Prospectus of their name, the Accountants' Report and the Reporting Accountants' Report on the Pro Forma Combined Statements of Financial Position 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 Independent Business and Market Research Consultant for the inclusion in this Prospectus of its name and Industry Overview 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.

14. ADDITIONAL INFORMATION (CONT'D)

14.9 RESPONSIBILITY STATEMENTS

- (i) This Prospectus has been seen and approved by our Directors, Promoters and Selling Shareholders and 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 there is no false or misleading statement or other fact, the omission of which would make any statement in this Prospectus false or misleading.
- (ii) The Principal Adviser acknowledges that, based on all available information and to the best of their knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts relating to our IPO.

14.10 DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at our registered office, Unit 30-01, Level 30, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur during normal business hours for a period of 6 months from the date of this Prospectus:

- (i) our Constitution;
- (ii) the Industry Overview referred to in Section 8 of this Prospectus;
- (iii) audited financial statements of each of our Subsidiaries for the Financial Years Under Review;
- (iv) Reporting Accountants' Report on the Pro Forma Combined Statements of Financial Position as included in Section 12.5 of this Prospectus;
- (v) Accountants' Report as included in Section 13 of this Prospectus;
- (vi) the material contracts referred to in Section 14.7 of this Prospectus; and
- (vii) the letters of consent referred to in Section 14.8 of this Prospectus.

(The rest of this page has been intentionally left blank)