

15. ADDITIONAL INFORMATION

15.1 SHARE CAPITAL

- (i) No StemLife Shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) Save as disclosed in Sections 5.1 of this Prospectus and the new StemLife Shares to be issued pursuant to the Public Issue, no capital of the Company is under option or agreed conditionally or unconditionally to be put under option.
- (iii) We have no founder, management or deferred shares. There is only one (1) class of shares in the Company, namely ordinary shares of RM0.10 each, all of which rank equally with one another.
- (iv) As at the date of this Prospectus, other than the Pink Form Shares, there are no schemes involving the employees in the share capital of the Company.
- (v) Save as disclosed in Section 5.1 of this Prospectus, no capital of the Company has been issued or is proposed to be issued as fully or partly paid-up, for cash or otherwise, within the two (2) years immediately preceding the date of this Prospectus.
- (vi) As at the date of this Prospectus, the Company and its subsidiary and associated companies do not have any outstanding convertible debt securities.

15.2 ARTICLES OF ASSOCIATION

The following provisions are reproduced from the Company's Articles of Association. The words and expressions appearing in the following provisions shall bear the same meaning used in the Articles of Association unless they are otherwise defined here or the context otherwise requires:

(i) Transfer of Securities

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

Article Transfer of Securities

- 44. (1) Subject to the provisions of the Act, the Central Depository Act, the Rules and these Articles, (with respect to the transfer of a security that is not a deposited security), a member may transfer all or any of his securities by instrument in writing in the form specified by the Act from time to time.
- 44. (2) The transfer of any listed security or class of listed security of the Company that is a deposited security shall be by way of book entry by the Depository in accordance with the Rules of Depository and notwithstanding Sections 103 and 104 of the Act but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such listed securities.
- 45. Subject to any written law, the instrument of transfer of any security that is not a deposited security shall be signed both by the transferor and the transferee and the transferor shall be deemed to remain the holder of such security until the name of the transferee is entered in the Register of Members.

15. ADDITIONAL INFORMATION (Cont'd)

Article Transfer of Securities

46. (1) Subject to Article 58 and the provisions of the Central Depositories Act and the Rules, there shall be no restriction on the transfer of fully paid shares except where required by law.
46. (2) The Depository may, in its absolute discretion, refuse to effect any transfer of a share that is a deposited security which does not comply with the Central Depositories Act and the Rules.
46. (3) The Directors may decline to register any transfer of shares that is not a deposited security upon which the Company has a lien; and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.
46. (4) If, in the exercise of its rights under this Article, the Directors refuse to register a transfer of a share that is not a deposited security, they shall despatch to the lodging broker (if any) and the transferee written notice of the refusal and the precise reasons thereof within ten (10) Market Days after the date of which the transfer was lodged with the Company.
47. (1) For the purpose of registration of a transfer of shares that are not deposited securities, every instrument of transfer shall be left at the office of the Company's registrar together with the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.
47. (2) All instruments of transfer in respect of shares that are not deposited securities which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.
47. (3) Before registering any transfer tendered for registration in respect of shares that are not deposited securities, the Directors may, if they think fit, give notice by letter posted in the ordinary course to the registered holder that such transfer deed has been lodged and that unless objection is taken, the transfer will be registered and if such registered holder fails to lodge an objection in writing at the Registered Office of the Company within ten (10) days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer.
48. (1) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares (that are not deposited securities) apparently made by sufficient parties, although the same may by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally in-operative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.

And, in every such case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognized as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

15. ADDITIONAL INFORMATION (Cont'd)

Article Transfer of Securities

48. (2) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares registered by the Depository, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally in-operative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.

Provided always that where the share is a deposited security, subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.

49. No transfer of shares that are not deposited securities shall be made to a minor or a person of unsound mind or who is insolvent or to a partnership or unincorporated association or body.
50. An instrument of transfer must be in respect of only one class of shares.
51. Any fee charged on the transfer of a share that is not a deposited security (excluding stamp duty) shall be a sum of money paid in advance as the Directors may from time to time determine and which the Company may be permitted to charge by law and by Bursa Securities.
52. The transfer books and Register of Members and register of debenture holders (in respect of non-deposited securities) may on due notice being given as required by the Act and Bursa Securities be closed during such time or times and for such periods as the Directors think fit, not exceeding in the whole thirty (30) days in each year. The Company may require the Depository to suspend the trading of shares that are deposited securities at such times and for such periods as the Directors may from time to time determine. Any notice of intention to fix a books closing date and the reason therefore shall be given to Bursa Securities; such notice shall state the books closing date which shall be at least twelve (12) market days (or such other period as prescribed by Bursa Securities or any relevant governing laws and/or guidelines) after the date of notification to Bursa Securities, and the address of share registry at which documents will be accepted for registration. At least three (3) market days prior notice shall be given to the Depository to enable the Depository to prepare the appropriate Record of Depositors.

(ii) Remuneration of Directors

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

Article Remuneration of Directors

93. (1) Subject to the provisions below, the fees of the Directors shall from time to time be determined by the Company in general meeting.
93. (2) The fees payable to the Non-Executive Directors shall be by way of a fixed sum as may be determined by the Company in general meeting and not by way of a commission on or a percentage of profits or turnover.

15. ADDITIONAL INFORMATION (Cont'd)

Article Remuneration of Directors

93. (3) The remunerations of the Executive Directors may not include a commission on or a percentage of turnover of the Company.
93. (4) The fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.
93. (5) Any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.
93. (6) Any Director holding office for a part of a year shall be entitled to a proportionate part of such fees.
93. (7) The Directors shall be paid by the Company such reasonable travelling, hotel and other expenses as they may incur in attending meetings of the Company or of Directors or of committees of Directors or which they may otherwise incur in connection with the Company's business.
94. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, allowances or otherwise as the Board may determine provided that such extra remuneration shall not be by way of a commission on or a percentage of profits or turnover.
99. (4) The remuneration of the Managing Director shall subject to the terms of any agreement entered into and in any particular case be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of his appointment that he shall receive pension, gratuity or other benefits upon his retirement.

(iii) Voting and Borrowing Powers of Directors

The provisions in the Articles of Association of the Company in respect of the powers of Directors, in particular the voting powers of Directors in proposals, arrangements or contract in which they are interested and the borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:

Article Voting and Borrowing Powers of Directors

113. (1) The Directors may from time to time at their discretion raise or borrow for the purpose of the Company or secure the repayment of such sum or 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, charge, or other security on the undertaking or the whole or any part of the property of the Company both present and future, including its uncalled capital for the time being.
113. (2) Any bonds, notes, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

15. ADDITIONAL INFORMATION (Cont'd)

Article Voting and Borrowing Powers of Directors

113. (3) If any of the Directors or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or other persons so becoming liable as aforesaid from any loss in respect of such liability.
113. (4) Except as permitted by the Listing Requirements, the Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiary companies' undertaking, property or any uncalled capital or issue any debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.
101. (1) Subject to these Articles, questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote except where only two (2) Directors are present and form a quorum or where only two (2) Directors are competent to vote on the question at issue.
101. (2) All or any of the members of the Board or any committee of the Board may participate in a meeting of the board or that committee by means of a telephone conference, video conference or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in the meeting and shall be entitled to vote or be counted in a quorum accordingly and all the provisions in these Articles relating to the meeting of Directors apply so far as they can and with such changes as are necessary. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is.
103. A resolution in writing signed by or approved by letter by all Directors or their alternates who may at the time be present in Malaysia and who are sufficient to form a quorum, taking the form of one or more documents in writing or by telex, telegram, cable or other written electronic communication shall be as valid and effectual as it had been passed by a meeting of Directors duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more Directors. All such resolutions shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's Minutes Book. A resolution in writing of the Directors shall be inoperative if it shall purport to authorise or to do any act which a meeting of the Board has decided shall not be authorised or done, until confirmed by a meeting of the Board.
115. (3) No Director may vote in respect of any contract or proposed contract or arrangement in which he is directly or indirectly interested nor any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other securities in that other company and if he shall do so, his vote shall not be counted.
115. (4) For the purposes of sub-article (1) above, a general notice given to the Directors at a meeting of Directors by any Director to that effect that he/she is a member or officer of any specified corporation, company or firm and is to be regarded as interested in any contract which may thereafter be made with that corporation, company or firm shall be deemed a sufficient declaration of interest in relation to any contract so made provided it is specified that the nature and extend of the interest in the specified corporation, company or firm and his interest is not different in nature or greater in extent than the nature and extent so specified in the general notice at the time any contract is so made.

15. ADDITIONAL INFORMATION (Cont'd)

Article Voting and Borrowing Powers of Directors

115. (6) A Director may vote in respect of: -
- (a) any arrangement for giving the Director himself or any other Director any security indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
 - (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
 - (c) any contract by a Director to subscribe for or underwrite shares or debentures of the Company.

(iv) Changes in Capital and Variation of Class Rights

The provisions in the Articles of Association of the Company dealing with changes in capital and valuation of class rights are as follows:

Article Changes in Capital and Variation of Class Rights

- 6. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, Listing Requirements and these Articles, unissued shares in the Company (whether forming part of the original or any increase share capital) shall be at the disposal of the Directors who may offer, allot or issue (with or without conferring a right to renunciation), grant option over, grant any right to subscribe such shares or any right to convert any securities into shares, or otherwise deal with or dispose of them to such persons at such times and on such terms, with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine.
- 7. The Company shall have power to issue preference shares carrying a right to redemption out of profits or liable to be redeemed at the option of the Company or to issue further preference capital ranking equally with or in priority to preference shares already issued and the Directors may, subject to the provisions of the Act, these Articles, the Listing Requirements and any other relevant rules, regulations and guidelines for the time being in force including modifications, amendments and re-enactments in relation thereto, to redeem such shares on such terms and in such manner and whether at par or at a premium as may be provided for in these Articles PROVIDED THAT the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time.

15. ADDITIONAL INFORMATION (Cont'd)

Article Changes in Capital and Variation of Class Rights

8. (1) Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article.
8. (2) The rights attaching to shares of a class other than ordinary shares shall be set out in the Memorandum of Association of the Company and these Articles or expressed in the resolution creating the same.
9. (4) Subject to the provisions of these Articles and notwithstanding the existence of a resolution pursuant to section 132D of the Act, the Company shall ensure that it shall not issue any shares or convertible securities if the nominal value of any such shares or convertible securities, when aggregated with the nominal value of any such shares or convertible securities issued during the preceding twelve (12) months, exceeds ten (10) % of the nominal value of the issued and paid up capital of the Company, except where the shares or convertible securities are issued with the prior approval of the shareholders in general meeting of the precise terms and conditions of the issue.
11. (1) The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholders' rights, may only be made pursuant to a special resolution of the preference shareholders concerned, provided always that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths (3/4) of the preference capital concerned within two (2) months of the meeting, shall be valid and effectual as a special resolution carried at the meeting.
58. (1) The Company may from time to time by ordinary resolution in general meeting, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, 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 to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorising such increase directs.
58. (2) Except in so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise as the original share capital.

15. ADDITIONAL INFORMATION (Cont'd)**Article Changes in Capital and Variation of Class Rights**

59. The Company may by ordinary resolution at the general meeting: -
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (b) Cancel shares that at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or have been forfeited and reduce the amount of its share capital by the amount of the shares so cancelled.
 - (c) subject to these Articles and the Act, convert any shares into any other class of shares.
60. Subject to the Act, the company may by special resolution, reduce its share capital, any capital redemption reserve fund or any share premium account, PROVIDED ALWAYS that nothing in this Article shall affect the Company's power to purchase or cancel any shares pursuant to any exercise of its power under Article 3 of these Articles.

15.3 PROMOTERS, DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and occupations of the Directors are set out in Section 1 of this Prospectus.
- (ii) A Director is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at a general meeting.
- (iii) Save as disclosed in this Prospectus, none of the Directors are aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Company.
- (iv) Save as disclosed in Section 8.8 of this Prospectus, none of the Management has any service contracts with the Group subsisting at the date of this Prospectus.
- (v) Save as disclosed in Section 8.2.4 of this Prospectus, none of our Directors, Promoters and/or substantial shareholders have received any amounts or benefits paid or intended to be paid or given by the Company other than those paid to them as directors and employees of the Company during the two (2) years preceding the date of this Prospectus.
- (vi) Please refer to Sections 8.2.1 and 8.1.1 of this Prospectus for information on the direct and indirect shareholdings of our Directors and substantial shareholders respectively, as at the date of this Prospectus, after the Public Issue.
- (vii) None of our Directors and substantial shareholders has any interest in any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Group taken as a whole.

15.4 EXPENSES

- (i) Save as disclosed in Section 3.8 of this Prospectus, no commission, discounts, brokerages or other special terms have been granted or paid by the Group within the two (2) years preceding the date of this Prospectus for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscription for any shares in or debentures of the Group, and no director or promoter or expert is entitled to receive any such payment.
- (ii) Expenses incidental to the Listing of the Company amounting to approximately RM2.0 million, details of which are set out in Section 3.7 of this Prospectus, and will be borne by us.

15. ADDITIONAL INFORMATION (Cont'd)

15.5 GENERAL

- (i) The nature of the Company's business is set out in Section 6 of this Prospectus.
- (ii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained as set out in Section 16 of this Prospectus.
- (iii) The time of the opening and closing of applications for the Public Issue is set out in Section 16.1 of this Prospectus.
- (iv) The amount payable in full on application is RM0.33 per Issue Share.
- (v) Save as disclosed in Section 8.1 this Prospectus, the Board is not aware of any persons who, directly or indirectly, jointly or severally, exercise control over the Company.
- (vi) The name and address of the Auditors are set out in Section 1 of this Prospectus.
- (vii) In the event of any conflict or inconsistency in meaning between the English and Bahasa Malaysia versions of this Prospectus, the English version shall prevail.

15.6 MATERIAL LITIGATION

As at the Latest Practicable Date, we are not engaged in any material litigation, claims or arbitration either as plaintiff or defendant, and our Directors have no knowledge of any proceedings pending or threatened against the Company and/or its subsidiary companies and/or its associated company or of any facts likely to give rise to any proceedings which might materially and adversely affect our financial position or business.

15.7 MATERIAL CONTRACTS

Save as disclosed below, there are no material contracts (not being contracts entered into in the ordinary course of business) which have been entered into by StemLife and/or its subsidiary companies and/or its associated companies within the two (2) years preceding the date of this Prospectus:

- (i) Underwriting Agreement dated 29 August 2006 entered into between StemLife, Alliance and A.A Anthony Sdn Bhd for the underwriting of 19,650,000 of the Issue Shares, for an underwriting commission and managing underwriter's fee of RM129,690 and RM48,634 representing 2.0% and 0.75% of the value of the underwritten StemLife Shares respectively;
- (ii) Sponsorship Agreement dated 29 August 2006 entered into between StemLife and Alliance whereby Alliance will act as the sponsor of StemLife for one (1) year starting from the date of the Company's listing for a consideration of RM30,000;
- (iii) Subscription agreement dated 8 December 2005 between HSC and StemLife whereby HSC shall subscribe for 30,000,000 StemLife Shares for a consideration of RM6,000,000 and StemLife shall subscribe for 6,452,000 ordinary shares of RM0.10 each in HSC for a cash consideration of RM6,000,360;
- (iv) Sale and purchase agreement dated 20 July 2005 between Valour Grace Sdn Bhd and SL Properties for the acquisition by SL Properties of an office premise (inclusive of renovation and furniture and fittings) bearing postal address B-7-15, Megan Avenue II, 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur for a total cash consideration of RM945,512; and
- (v) Joint Venture Agreement dated 27 April 2005 between StemLife and Superior Biotech Holding Co Ltd and Jetanin Co Ltd to incorporate a joint venture company in Thailand with the parties subscribing for equity in the joint venture company as follows:

15. ADDITIONAL INFORMATION (Cont'd)

<u>Name</u>	<u>Equity interest to be held</u>
StemLife	40%
Superior Biotech Holding Co Ltd	50%
Jetanin Co Ltd	10%

15.8 PUBLIC TAKE-OVER OFFERS

None of the following has occurred in the last FY and the current FY up to the date of this Prospectus:

- (i) public take-over offers by third parties for the shares of the Company or any of its subsidiary companies or its associated company; or
- (ii) public take-over offers by the Company or any of its subsidiary companies or its associated company for other companies' shares.

15.9 CONSENTS

- (i) The written consents of the Company Secretary, the Solicitors, the Share Registrar, the Issuing House, the Adviser/Sponsor/Managing Underwriter/Placement Agent, Underwriter and the Principal Bankers to the inclusion of their names in this Prospectus, in the manner and form in which their names appear, 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 to the inclusion of their name, the Reporting Accountants' Report and its letters relating to the proforma financial information as at 30 June 2006 and the consolidated profit forecasts for the FY ending 31 December 2006 and 2007, in the manner and form 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 Market Research Consultant for the inclusion in this Prospectus of its name and the extracts of its report dated 1 September 2006 and all references thereto, as the case may be, in the form and context in which they appear in this Prospectus, has been given before the issue of this Prospectus and has not subsequently been withdrawn.

15.10 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at 149A Jalan Aminuddin Baki, Taman Tun Dr Ismail, 60000 Kuala Lumpur during office hours for a period of twelve (12) months from the date of this Prospectus:

- (i) The Memorandum and Articles of Association of the Company;
- (ii) The service contracts referred to in Section 8.8;
- (iii) The Directors' Report as included in Section 13 of this Prospectus;
- (iv) The Accountants' Report as included in Section 12 of this Prospectus;
- (v) The Reporting Accountants' letter relating to the consolidated profit forecasts of StemLife for the FYs ending 31 December 2006 and 2007 as included in Section 11.16 of this Prospectus;
- (vi) The proforma balance sheets as at 30 June 2006 and the Reporting Accountants' letter relating to the proforma financial information as included in Sections 11.11 and 11.14 of this Prospectus;
- (vii) The audited financial statements of StemLife, SL Diagnostic, SL Properties, SL Therapy and Thai StemLife;

15. ADDITIONAL INFORMATION (Cont'd)

- (viii) The material contracts referred to under Section 15.7 of this Prospectus;
- (ix) the Executive Summary of the Frost and Sullivan Report as included in Section 14 of this Prospectus and the full Frost and Sullivan Report dated May 2006 as submitted to the SC; and
- (x) The letters of consent referred to under Section 15.9 of this Prospectus.

15.11 RESPONSIBILITY STATEMENTS

- (i) Our Directors and Promoters have seen and approved this Prospectus and they collectively and individually accept full responsibility for the accuracy of the information in this Prospectus. They confirm that, after making all reasonable enquiries, to the best of their knowledge and belief, there are no false or misleading statements or other facts which, if omitted, would make any statement in this Prospectus false or misleading. Our Directors accept full responsibility for the profit forecasts included in this Prospectus and confirm that the profit forecasts have been prepared based on the assumptions made.
- (ii) Alliance, as the Adviser, Sponsor, Managing Underwriter, Underwriter and Placement Agent for the Public Issue, acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue and is satisfied that the profit forecasts (for which our Directors are fully responsible) prepared for inclusion in this Prospectus have been stated after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

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