
20.0 ADDITIONAL INFORMATION

20.1 Share Capital

1. No ordinary shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
2. There are no founder, management or deferred shares in the Company.
3. There are two (2) classes of shares in SIB being the ordinary shares of RM0.50 each and the CN-RPS.
4. Other than the new SIB Shares to be issued pursuant to the exercise of the 4,000,000 Rights Warrants and the 26,000,000 Public Issue Warrants, no capital of the Company or any of its subsidiary companies is under option or agreed conditionally or unconditionally to be put under option.
5. Other than the 1,000,000 SIB Shares and the 500,000 Warrants reserved for the Eligible Employees under the Public Issue and the 8,000,000 SIB Shares and the 4,000,000 Warrants issued to the Key Management under the Renounceable Rights Issue, there are no other schemes involving the employees of the SIB Group in the share capital of the Company or its subsidiary companies.
6. Save as disclosed in this Prospectus, no share, stock or debenture of the Company or its subsidiary companies, within the two (2) years immediately preceding the date of issue of this Prospectus, has been issued or been agreed to be issued or is proposed to be issued as fully or partly paid-up, for cash or otherwise than in cash.

20.2 Articles of Association

20.2.1 Transfer of Securities

The provision in the Articles of Association of the Company in relation to the arrangements for the transfer of securities of the Company and such restrictions thereto on their ease of transferability, in addition to those provided for in the Listing Requirements of the KLSE, the Companies Act, 1965 and the Rules of MCD are as follows:

(i) **Articles of Association**

Article 27 (Transfer)

The transfers of any Deposited Securities or class of Deposited Securities in the Company shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemptions that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities.

Article 28 (Refusal to register transfer)

The Central Depository may refuse to register any transfer of Deposited Securities if it does not comply with the Central Depositories Act or the Rules.

20.0 ADDITIONAL INFORMATION (Cont'd)

Article 29 (Closing of Register)

Registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine but so that no part of the Register shall be closed for more than thirty (30) days in the aggregate in any calendar year. At least Twelve (12) Market Days' (or such other minimum period as shall be prescribed by the Stock Exchange) notice of intention of such suspension or of any books closing date shall be published in a daily newspaper circulating in Malaysia and notice in writing shall also be given to the Stock Exchange. The said notice shall state the purpose or purposes for the suspension or books closing. In relation to the suspension or books closing, the Company shall give written notice to the Central Depository to prepare the appropriate Record of Depositors in accordance with the Central Depositories Act and the Rules within such time as is required by the Central Depository to enable the Central Depository to issue the relevant Record of Depositors.

(ii) Listing Requirements of the KLSE

The provisions of the Listing Requirements of the KLSE on the transferability of securities are as follows:

Paragraph 7.13 – Transfer of Securities

The transfer of any listed security or class of listed security of the company, shall be by way of book entry by the Central Depository in accordance with the rules of the Central Depository and, notwithstanding sections 103 and 104 of the Companies Act 1965, but subject to subsection 107C(2) of the Companies Act 1965 and any exemption that may be made from compliance with subsection 107C(1) of the Companies Act 1965, the company shall be precluded from registering and effecting any transfer of the listed securities.

Paragraph 7.14 – Transmission of Securities from Foreign Register

(1) Where:

- (a) the securities of a company are listed on a stock exchange which is specified to be an approved market place in the Securities Industry (Central Depositories) (Exemption) (No. 2) Order 1998 ("Approved Market Place"); and
- (b) such company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules of the Central Depository in respect of such securities.

such company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the company in Malaysia (hereinafter referred to as "the Malaysian Register") provided that there shall be no change in the ownership of such securities.

(2) For the avoidance of doubt, no company which fulfil the requirements of subparagraphs 1(a) and (b) above shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

20.0 ADDITIONAL INFORMATION (Cont'd)

(iii) Companies Act, 1965

The provisions within the Companies Act, 1965 on the transferability of securities are as follows:

Section 103 – Instrument of Transfer

- (1) Notwithstanding anything in its articles, a company shall not register a transfer of shares or debentures unless a proper instrument of transfer in the prescribed form has been delivered to the company, but this subsection shall not prejudice any power to register as a shareholder or debenture holder any person to whom the right to any shares in or debentures of the company has been transmitted by operation of law.
- (1A) Nothing in this section shall be construed as affecting the validity of any instrument which would be effective to transfer shares or debentures apart from this Section, and any instrument purporting to be made in any form which was common or usual in use, or in any other form authorised or required for that purpose apart from this Section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

Provided that a company shall be precluded from registering a transfer of shares or debenture, the title of which is evidenced by a certificate that is issued on or after the date of coming into operation of this subsection unless a proper instrument of transfer in the prescribed form has been delivered to the company.

Section 107C – Transfer of Securities is by way of book entry

- (1) On or after the coming into operation of this section, the transfer of any securities or class of securities of a company whose securities or any class of whose securities have been deposited with a central depository shall be way of book entry by the central depository in accordance with the rules of the central depository and, notwithstanding Section 103 and 104, such company shall be precluded from registering and effecting any transfer of securities.
- (2) Subsection (1) shall not apply to a transfer of securities to a central depository or its nominee company.

(iv) Rules of the MCD

The rules within the MCD on the transferability of securities are as follows:

Rules 8.01(2) – Rejection of transfer

The Central Depository may, in its absolute discretion, reject a transfer request made by a depositor thereunder, where the reason for the said transfer does not fall within any of the approved reasons stipulated under Rule 8.03(1)(c).

Rules 8.05(A) – Transfers from the principal or nominee account

Transfers made by the ADA from the agent's principal or nominee account shall be subject to the Rules in this chapter.

20.0 ADDITIONAL INFORMATION (Cont'd)

Rule 9.03(2) – Documents to lodge

It shall be the responsibility of the ADA, in processing the transfer between the two securities accounts belonging to different depositors (hereinafter the transfer is referred to as “the inter-account transfer”), to check and ensure to completeness, accuracy and/or genuineness of the documents lodged as follows:

- (a) the prescribed Form FTF010 (request for ordinary transfer of securities form) or Form FTF015 (request for express transfer of securities form) fully and properly completed in triplicate;
- (b) the Transferring Depositor has executed the Transferor portion on the said form duly witnessed by another person (other than the Depositor’s spouse);
- (c) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons as stated herein below:
 - (i) transmission and transfer of securities arising from the provisions of any written law or an order of the court of competent jurisdiction;
 - (ii) rectification of errors;
 - (iii) pledge, charge or mortgage;
 - (iv) mandatory offer pursuant to the provisions of the Malaysian Code on Take-Overs and Merger, 1987; or
 - (v) any other circumstances as deemed fit by the Central Depository after consultation with the SC;
- (d) documents to support the reason for the transfer; and
- (e) such other accompanying documents duly processed in such manner as the Central Depository may from time to time determine in its Procedures Manual.

20.2.2 Remuneration of Directors

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

Article 94 (Remuneration of Directors)

The remuneration of the Directors shall from time to time be determined by the Company in General Meeting, provided that fees payable to non-executive Directors shall be by a fixed sum and not by a commission on or percentage of the profits or turnover of the Company. The remuneration payable to executive Directors may include a commission on or percentage of profits, but shall not include a commission on or percentage of turnover. 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.

20.0 ADDITIONAL INFORMATION (Cont'd)

Article 95 (Payment of expenses to Directors)

The Company may repay to any Director all such reasonable to Directors expenses as he may incur in attending and returning from meetings of the Directors, of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company.

Articles 120 (Additional remuneration)

Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine but not a commission on or percentage of turnover. Provided that the remuneration of the 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 a notice convening the meeting.

20.2.3 Voting and Borrowing Powers of Directors

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

Article 123 (1) (a) (Restriction on voting)

A Director shall not vote in respect of any contract or proposed contract or arrangement in which he is interested whether directly or indirectly and if he should do so his vote should not be counted, nor shall he be counted in the quorum present at the meeting.

Article 123 (1) (c) (Director appointed at a meeting to hold other office to be counted in the quorum)

A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the Directors resolve to enter into or make any arrangements with him or on his behalf or whereat the terms of any such appointments or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof.

Article 123 (1) (e) (General notice of interest in contract)

A general notice that a Director, Alternate Director or Managing Director is a Member of or interested in any specified firm or corporation with whom any contract is proposed to be entered into in relation to the affairs of the Company and is to be regarded as interested in all transactions with such firm or corporation shall be a sufficient disclosure under this clause as regards such Director and the said transaction and after such general notice it shall not be necessary for such Director to give any special notice relating to any particular transaction with such firm or corporation.

20.0 ADDITIONAL INFORMATION (Cont'd)

Article 123 (2) (Director's interest in corporation promoted by Company)

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

Article 98 (Directors' borrowing powers)

The Directors may exercise all the powers of the Company to borrow or raise money for the purpose of the Company's or any of its related company's business on such terms as they think fit and may secure the repayment of the same by mortgage or charge upon the whole or any part of the Company's or subsidiaries' undertaking, property (both present and future) and uncalled or unissued capital and may issue bonds, debentures and other securities whether charged upon the whole or part of the assets of the Company or otherwise.

20.2.4 Changes in Capital and Variation of Class Rights

The provisions in the Articles of Association of the Company as to the changes in capital or variation of class rights which are no less stringent than those provided in the Companies Act, 1965 are as follows:

Article 5 (Allotment, grant of option etc)

Subject to the Act and to the conditions, restrictions and limitations expressed in these Articles and without prejudice to any special or preferred rights previously conferred on the holders of any existing shares or class of shares, the Directors may issue and allot, grant options over or otherwise dispose of new shares in the capital of the Company to such persons, at such time and on such terms as they think proper PROVIDED ALWAYS THAT:

- (a) no shares shall be issued at a discount except in compliance with the provisions of the Act;
- (b) in the case of shares of a class other than ordinary shares, the rights attaching to such shares shall be expressed in these Articles;
- (c) every issue of shares or options to be granted to employees and/or Directors shall be subject to the prior approval of the Members in General Meeting. However, no Director shall participate in any issue of shares or option to be granted to employees unless:
 - (i) the Members in General Meeting shall have approved the amount of shares to be issued or the amount of shares which are the subject of the option to be granted to such Director and the terms of such issue or option; and
 - (ii) such Director holds office in the Company in an executive capacity; and
- (d) in the case of shares offered to the public for subscription, the amount payable upon subscription for each such share shall not be less than one hundred percent (100%) of the nominal amount of such shares.

20.0 ADDITIONAL INFORMATION (Cont'd)

Article 6 (Issue of preference shares)

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 preference capital ranking equally with or in priority to preference shares already issued and the Directors may, subject to the provisions of the Act, redeem such shares on such terms and in such manner and either at par or at a premium as they may think fit. 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.

Article 16 (Variation of rights)

If at any time the share capital of the Company by reason of the issue of preference shares or otherwise is divided into different classes of shares, the repayment of such preference capital other than redeemable preference or all or any of the rights and privileges attached to each class may subject to the provisions of the Act be varied, modified, commuted, dealt with, affected or abrogated with the sanction of a special resolution, which shall be carried only with the approval of not less than three-fourths (3/4) of the nominal amount of issued shares of each class and passed at a separate General Meeting of the holders of the shares of that class but not otherwise. To every such separate General Meeting the provisions of these Articles relating to General Meetings of the Company and to proceedings thereat shall mutatis mutandis apply but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third (1/3) in nominal amount of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any two (2) holders of shares of the class present in person or by proxy shall be a quorum). Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid consent in writing may be secured from Members holding at least three-fourths (3/4) of the issued shares of the class and such consent if obtained within two (2) months from the date of the General Meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy.

Article 49 (Power to increase capital)

The Company in General Meeting may from time to time by ordinary resolution, 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 capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase directs.

Article 50 (b) (Maximum Number of shares to be issued)

Subject to the Listing Requirements and notwithstanding the existence of a resolution pursuant to Section 132D of the Act, the Company shall not issue any shares or convertible Securities if the nominal value of those 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 percent (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 Members in General Meeting of the precise terms and conditions of the issue. Provided that 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. Provided further that except in the case of an issue of Securities on a pro rata basis to Members, no shares or other convertible Securities shall be issued to a Director, Major Shareholder or person connected with any Director or Major Shareholder unless the Members in General Meeting has approved of the specific allotment to be made to such aforesaid person, such approval to be obtained in accordance with the Listing Requirements.

20.0 ADDITIONAL INFORMATION (Cont'd)

Article 51 (Compliance with the Act)

The Company shall duly observe and comply with the provisions of the Act, the Central Depository Act, the Rules and the Listing Requirements from time to time prescribed by the Stock Exchange as applicable to any allotment of its shares.

Article 52 (Rights and liabilities attached to new shares)

Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original ordinary 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.

Article 54 (Power to reduce capital)

Subject to the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required by law and/or confirmation by the Court.

20.3 Directors and Substantial Shareholders

1. The names, address and occupations of the Directors of the Company are set out under the Corporate Directory of this Prospectus.
2. A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in a general meeting.
3. None of the Directors or proposed Directors of the Company has any existing or proposed service contract with the Company or any of its subsidiary companies, excluding contracts expiring or determinable by the employing company without payment or compensation (other than statutory compensation) within one (1) year.
4. For the financial year ended 31 December 2002, no remuneration was paid to the Directors for services rendered in all capacities to the Company and its subsidiary companies. For the financial years ending 31 December 2003 and 2004, the amount payable to the Directors for services to the Company and its subsidiary companies in the aforesaid capacities is estimated to be approximately RM200,000 and RM350,000 respectively.
5. No option to subscribe for securities of the Company or its subsidiary companies was granted to or exercised by any Director during the last financial year ended 31 December 2002.
6. No Director, senior executive officer or person nominated to become Director, or senior executive officer is or was involved in the following events:
 - (i) a petition under any bankruptcy laws filed against such person or any partnership in which he was a partner or any corporation of which he was an executive officer;
 - (ii) conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - (iii) the subject of an order, judgement or ruling of any court of competent jurisdiction, tribunal or governmental body permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.
7. No amount or benefit has been paid or is intended to be paid or given to any promoter, director, or substantial shareholder, within the two (2) years preceding the date of this Prospectus.

20.0 ADDITIONAL INFORMATION (Cont'd)

8. The direct and indirect interests of the Directors in the Company before and after the Public Issue and assuming full exercise of the Warrants, are set out below:

Ordinary Shares

Name of Directors	Before the Public Issue			After the Public Issue			Assuming full exercise of the Warrants			
	No. of SIB Shares	%	Indirect No. of SIB Shares	No. of SIB Shares	%	Indirect No. of SIB Shares	No. of SIB Shares	%	Indirect No. of SIB Shares	
Tan Sri Dato' Seri (Dr) Cheah Fook Ling	-	-	^b 60,000,002	100,000	0.06	^b 60,000,002	150,000	0.07	^b 60,000,002	28.57
Datuk Razman Md Hashim Bin Che Din Md Hashim	-	-	^c 60,000,002	75,000	0.04	^c 30,600,001	112,500	0.05	^c 30,600,001	14.57
Dato' Tan Kia Loke	1,000,000	0.78	-	1,075,000	0.60	-	1,612,500	0.77	-	-
Yau Kok Sang	1,000,000	0.78	-	1,075,000	0.60	-	1,612,500	0.77	-	-
Liew Kiam Woon	-	-	-	75,000	0.04	-	112,500	0.05	-	-
Dato' Seri Syed Zainol Rashid Jamalullail	-	-	-	75,000	0.04	-	112,500	0.05	-	-
Dato' Ir. Hj. Ibrahim Bin Hj. Yakub	-	-	-	75,000	0.04	-	112,500	0.05	-	-

Notes:

- a Based on the Register of Directors' Shareholdings of SIB as at 7 November 2003
 b Deemed interested through his shareholdings in Active Equity Sdn Bhd, Timah Dunia Dredging Sdn Bhd, Sungai Way Corporation Sdn Bhd and Suninc pursuant to Section 6A of the Companies Act, 1965
 c Deemed interested through his shareholdings in Petroforce and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
 d Shareholdings to be held upon completion of the Barisan Minda Share Transfer
 e Deemed interested through his shareholdings in Petroforce pursuant to Section 6A of the Companies Act, 1965

20.0 ADDITIONAL INFORMATION (Cont'd)

CN-RPS

Name of Directors	Before the Public Issue		After the Public Issue	
	Direct	Indirect	Direct	Indirect
	No. of CN-RPS	%	No. of CN-RPS	%
Tan Sri Dato' Seri (Dr) Cheah Fook Ling	-	-	^a 10,000,000	50.00
Datuk Razman Md Hashim Bin Che Din Md Hashim	-	-	^b 10,000,000	50.00
Dato' Tan Kia Loke	-	-	-	-
Yau Kok Seng	-	-	-	-
Liew Kiam Woon	-	-	-	-
Dato' Seri Syed Zainul Rashid Jamalullail	-	-	-	-
Dato' Ir. Hj. Ibrahim Bin Hj. Yakub	-	-	-	-

Notes:

- a Deemed interested through his shareholdings in Active Equity Sdn Bhd, Timah Dunia Dredging Sdn Bhd, Sungai Way Corporation Sdn Bhd and Suninc pursuant to Section 6A of the Companies Act, 1965
- b Deemed interested through his shareholdings in Petroforce and Barisan Minda pursuant to Section 6A of the Companies Act, 1965

20.0 ADDITIONAL INFORMATION (Cont'd)

9. The direct and indirect interests of the substantial shareholders (holding 5% shareholding or more) in the Company before and after the Public Issue and assuming full exercise of the Warrants are set below:

Ordinary Shares

Name of Shareholders	Before the Public Issue			After the Public Issue			Assuming full exercise of the Warrants		
	Direct	Indirect	%	Direct	Indirect	%	Direct	Indirect	%
SunInc	60,000,002	-	46.87	60,000,002	-	33.33	60,000,002	-	28.57
Barisan Minda Petroforce	60,000,002	-	46.87	30,600,001	-	17.00	30,600,001	-	14.57
LFE*	-	60,000,002	46.87	25,800,001	-	14.33	25,800,001	-	12.29
Tan Sri Dato' Seri (Dr) Cheah Fook Ling	-	60,000,002	46.87	100,000	-	0.06	150,000	-	0.07
Sungei Way Corporation Sdn Bhd	-	60,000,002	46.87	-	60,000,002	33.33	-	60,000,002	28.57
Timah Dunia Dredging Sdn Bhd	-	60,000,002	46.87	-	60,000,002	33.33	-	60,000,002	28.57
Active Equity Sdn Bhd	-	60,000,002	46.87	-	60,000,002	33.33	-	60,000,002	28.57
Dauk Razman Md Hashim Bin Che Din Md Hashim	-	60,000,002	46.87	75,000	-	0.04	112,500	-	0.05
Abdul Rahim Bin Achmed	-	60,000,002	46.87	-	60,000,001	17.00	-	60,000,001	14.57
Ramli Bin Abu Kasim	-	60,000,002	46.87	-	25,800,001	14.33	-	25,800,001	12.29
Soong Moi @ Song Mou	-	60,000,002	46.87	-	25,800,001	14.33	-	25,800,001	12.29
Kekal Jaya Holdings Sdn Bhd	-	60,000,002	46.87	-	25,800,001	14.33	-	25,800,001	12.29
LFE Corporation Berhad	-	60,000,002	46.87	-	25,800,001	14.33	-	25,800,001	12.29
Lew Mew Chai	-	60,000,002	46.87	-	25,800,001	14.33	-	25,800,001	12.29

Notes:

- a Based on the Register of Substantial Shareholders of SIB as at 7 November 2003
- b Deemed interested through its shareholdings in Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- c Shareholdings to be held upon completion of the Barisan Minda Share Transfer
- d Deemed interested through his shareholdings in Active Equity Sdn Bhd, Timah Dunia Dredging Sdn Bhd, Sungei Way Corporation Sdn Bhd and SunInc pursuant to Section 6A of the Companies Act, 1965
- e Deemed interested through its shareholdings in SunInc pursuant to Section 6A of the Companies Act, 1965
- f Deemed interested through its shareholdings in Sungei Way Corporation Sdn Bhd and SunInc pursuant to Section 6A of the Companies Act, 1965
- g Deemed interested through its shareholdings in Timah Dunia Dredging Sdn Bhd, Sungei Way Corporation Sdn Bhd and SunInc pursuant to Section 6A of the Companies Act, 1965
- h Deemed interested through his shareholdings in Petroforce and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- i Deemed interested through his shareholdings in Petroforce pursuant to Section 6A of the Companies Act, 1965
- j Deemed interested through her/his shareholdings in Kekal Jaya Holdings Sdn Bhd, LFE Corporation Berhad, LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- k Deemed interested through his/her shareholdings in Kekal Jaya Holdings Sdn Bhd, LFE Corporation Berhad and LFE pursuant to Section 6A of the Companies Act, 1965
- l Deemed interested through its/his shareholdings in LFE Corporation Berhad, LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- m Deemed interested through its/his shareholdings in LFE Corporation Berhad, LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- n Deemed interested through its shareholdings in LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- o Deemed interested through its shareholdings in LFE pursuant to Section 6A of the Companies Act, 1965
- * Shareholdings held through FB Nominees (Tempatan) Sdn Bhd

The risk factor pertaining to the control by the existing shareholders is set out in Section 8.5 of this Prospectus.

20.0 ADDITIONAL INFORMATION (Cont'd)

CN-RPS

Name of Shareholders	Before and after the Public Issue		No. of CN-RPS	%
	Direct	Indirect		
	No. of CN-RPS	%	No. of CN-RPS	%
SunInc	10,000,000	50.00	-	-
Barisan Minda	10,000,000	50.00	-	-
Petroforce	-	-	¹ 10,000,000	50.00
LFE*	-	-	¹ 10,000,000	50.00
Tan Sri Dato' Seri (Dr) Cheah Fook Ling	-	-	¹ 10,000,000	50.00
Sungei Way Corporation Sdn Bhd	-	-	¹ 10,000,000	50.00
Timah Dunia Dredging Sdn Bhd	-	-	¹ 10,000,000	50.00
Active Equity Sdn Bhd	-	-	¹ 10,000,000	50.00
Datuk Razman Md Hashim Bin Che Din Md Hashim	-	-	¹ 10,000,000	50.00
Abdul Rahim Bin Achmad	-	-	¹ 10,000,000	50.00
LFE Corporation Berhad	-	-	¹ 10,000,000	50.00
Ramli Bin Abu Kasim	-	-	¹ 10,000,000	50.00
Soong Moi @ Song Mou	-	-	¹ 10,000,000	50.00
Kekal Jaya Holdings Sdn Bhd	-	-	¹ 10,000,000	50.00
Lew Mew Choi	-	-	¹ 10,000,000	50.00

Notes:

- Deemed interested through its shareholdings in Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in Active Equity Sdn Bhd, Timah Dunia Dredging Sdn Bhd, Sungei Way Corporation Sdn Bhd and SunInc pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in SunInc pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in Sungei Way Corporation Sdn Bhd and SunInc pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in Timah Dunia Dredging Sdn Bhd, Sungei Way Corporation Sdn Bhd and SunInc pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in Petroforce and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through his/her shareholdings in Kekal Jaya Holdings Sdn Bhd, LFE Corporation Berhad, LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in LFE Corporation Berhad, LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- Deemed interested through its shareholdings in LFE Corporation Berhad, LFE and Barisan Minda pursuant to Section 6A of the Companies Act, 1965
- Shareholdings held through EB Nominees (Tempatan) Sdn Bhd

20.0 ADDITIONAL INFORMATION (Cont'd)

10. Save as disclosed in Section 9 of this Prospectus, there are no persons who directly or indirectly, jointly or severally exercise control over SIB and its subsidiary companies.
11. None of the other Directors or substantial shareholders of SIB has any interest, direct or indirect, in other businesses and companies carrying on a similar trade as the Company and/or its subsidiary companies and which is not quoted on a recognised stock exchange.
12. On 2 September 2002, SunInc and Barisan Minda entered into a Sale and Purchase Agreement with SIB for the acquisition by SIB of the entire issued and paid-up share capital of SILK comprising 120,000,000 SILK Shares for a purchase consideration of RM120,000,000, to be satisfied by the issue of 120,000,000 new SIB Shares at an issue price of RM1.00 per share.

Save as disclosed above, none of the other Directors or substantial shareholders of the Company has any interest, direct or indirect, in the promotion of or in any material assets acquired or proposed to be acquired or assets disposed of or proposed to be disposed of or leased or proposed to be leased to the Company or its subsidiary companies within the two (2) years immediately preceding the date of this Prospectus.

13. There are no contracts or arrangements subsisting at the date of this Prospectus in which a Director or substantial shareholder of the Company is interested and which is significant in relation to the business of the Company and its subsidiary companies.

20.4 Material Litigation
20.4.1 Financial impact due to material litigation

Save as disclosed in Sections 20.4.2 and 20.4.3 below, neither the Company nor its subsidiary companies are engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on the business or financial position of the Company or its subsidiary companies and the Directors do not know of any proceedings, pending or threatened, or of any fact likely to give rise to any proceedings which might materially affect the business or financial position of the Company or its subsidiary companies.

The material litigation set-out herein relates to acquisition of lands for the construction of the Ring Road. Under the Turnkey Contract, SILK will pay SunCon up to a sum of RM215,000,000 as land use payments in respect of all costs, expenses or charges incurred by SunCon for the acquisition of land within the SILK Funded Stretch (including any compensation awarded by the courts) and/or for the removal or resettling of squatters or other occupiers on the SILK Funded Stretch and the Government Funded Stretches. Any amount in excess of the sum of RM215,000,000 shall be borne by SunCon (as set out under item 1 in Section 19.2). Consequent thereto, should the claims made under the litigations below succeed, SILK's liability will not be more than RM215 million in respect of all costs, expenses or charges incurred for the acquisition of the land pursuant to the Turnkey Contract.

20.4.2 Confirmation on litigation

Save for the four (4) litigation set out herein, the Directors of SIB has confirmed that as at 7 November 2003, neither SIB nor its subsidiary companies are engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on the business or financial position of the Company or its subsidiary companies and the Directors do not know of any proceedings, pending or threatened, or of any fact likely to give rise to any proceedings which might materially affect the business or financial position of the Company or its subsidiary companies.

20.0 ADDITIONAL INFORMATION (Cont'd)

20.4.3 Impact of the litigations on project cost

The material litigation set out herein relates to acquisition of lands for the construction of the Ring Road. Under the Turnkey Contract, SILK will pay SunCon a sum of RM215,000,000 as land use payments in respect of all costs, expenses or charges incurred by SunCon for the acquisition of land within the SILK Funded Stretch (including any compensation awarded by the courts) and/or for the removal or resettling of squatters or other occupiers on the SILK Funded Stretch and the Government Funded Stretches. Any amount in excess of the sum of RM215,000,000 will be borne by SunCon. Consequent thereto, should the claims made under the litigations above succeed, SILK's liability will not be more than RM215 million in respect of all costs, expenses or charges incurred for the acquisition of the land pursuant to the Turnkey Contract.

20.4.4 Impact on the construction schedule

The Directors of SIB have confirmed that as at 7 November 2003 (being the latest practicable date prior to the issuance of this Prospectus) save for the stretch which involves litigation set out under 20.4.6(a) below (hereinafter referred to the "Sungai Chua Stretch"), construction of the remaining part of the Ring Road is progressing as planned. With regards to the Sungai Chua Stretch, the management expects the matter to be resolved by the courts and SILK will be able to complete the construction of the entire Ring Road by April 2004.

Further, the Directors of SIB have confirmed that in the event the litigation involving the Sungai Chua Stretch threatens to be prolonged such that the completion at this affected location is preventing the opening of the Ring Road to traffic in August 2004, SILK can implement a contingency plan to provide a connecting link to the Sungai Chua Stretch.

20.4.5 Impact on Land cost

Under the Turnkey Contract, SILK will pay SunCon up to a sum of RM215,000,000 as land use payments in respect of all costs, expenses or charges incurred by SunCon for the acquisition of land within the SILK Funded Stretch (including any compensation awarded by the courts) and/or for the removal or resettling of squatters or other occupiers on the SILK Funded Stretch and the Government Funded Stretches. As at 7 November 2003, SILK has paid an amount of RM174.2 million to SunCon in connection with the Land cost. The balance of RM40.8 million will be paid for the remaining land to be acquired including any additional expenses to be incurred consequent to the litigations. Should the land cost and litigation cost exceed RM215 million, the additional expenses will be borne by SunCon.

20.4.6 Impact of litigations on financial forecast and projections

The Directors of SIB are of the view that, in the event the completion of the Ring Road is delayed due to the litigations, the consequent impact on the financial forecast and projections would be mitigated by the following:

- (i) The Turnkey Contract provides for liquidated damages to be paid by SunCon in the event of delay in the completion of Construction Works. Under the Turnkey Contract liquidated damages shall be RM200,000 per day up to cap of 5% of the Turnkey Contract Price, for each day of delay from the Date of Completion and the date stated in the Certificate of Practical Completion for the whole of the Works. The completion risks are also mitigated by the performance bonds and maintenance bond provided by SunCon to SILK.

Without prejudice to any other method of recovery, SILK is entitled to deduct or retain from any moneys due or which may become due to SunCon such sums which are payable by way of liquidated damages.

20.0 ADDITIONAL INFORMATION (Cont'd)

- (ii) Tolling on the Ring Road can commence upon sectional completion of the Ring Road. As such, any delays in the completion of the Ring Road will only lead to delay in the tolling of the affected section only. The Turnkey Contract also provides for liquidated damages to be paid by SunCon in the event of delay in the completion of Construction Works as set out in (i) above.

20.4.7 SILK as plaintiff/defendant

- (a) *Tan Yoke Kwee & 19 Others (“Plaintiffs”) and SILK, SunInc, SunCon & Pegawai Daerah Hulu Langat/Pentadbir Tanah (collectively the “Defendants”)*

SILK had, through LLM, acquired lands which the Plaintiffs were occupying for the purposes of and in relation to the Ring Road project. The Plaintiffs claimed for, amongst others, (a) additional compensation of RM350,000.00 each, (b) relocation to a piece of land bearing 3,500 square feet at a location nearby Sungai Chua, the costs of which would be borne by SILK, SunInc and SunCon and (c) an injunction from the Court preventing the destruction of their property.

The Plaintiffs filed an Originating Summons and an Affidavit in Support on 9 August 2003 and the same was served on the Defendants on 11 August 2003. SILK, SunInc and SunCon filed a Memorandum of Appearance and the said Memorandum of Appearance was also served on the Plaintiffs.

SILK, SunInc and SunCon had also on 8 October 2003 filed an application to strike out the Plaintiffs' claim. The Plaintiffs had filed an application for interlocutory injunction against the Defendants (“Injunction”). The striking out application was fixed for hearing on 13 October 2003 and was subsequently adjourned to 6 November 2003. The Shah Alam High Court heard the striking out application on 6 November 2003, 7 November 2003 and 8 November 2003. On 8 November 2003, the Shah Alam High Court has allowed the striking out application by SILK, SunInc and SunCon and the civil suit filed by the Plaintiffs was struck out accordingly.

- (b) *SILK and Sri Serdang Sdn Bhd*

SILK had, through LLM, acquired lands belonging to Sri Serdang Sdn Bhd for the purposes of and in relation to the Ring Road project. The Land Administrator awarded compensation of RM2,856,017.84 (“Compensation”) to Sri Serdang Sdn Bhd. The basis for the Land Administrator's valuation was (1) “susut nilai tiga unit kedai”; (2) “susut nilai 2 unit kedai” and (3) “penjajasan kehilangan rezab jalan”.

On 6 May 2003, SILK vide LLM filed a protest against the Compensation. The matter has not been fixed for hearing pending the referral of the Compensation by the Land Administrator to the courts.

Messrs Lee Hishammuddin has advised that SILK has a strong case in the land reference.

- (c) *SILK and Pentadbir Tanah Hulu Langat & Modal Ehsan Sdn Bhd*

SILK had, through LLM, acquired a piece of land belonging to Modal Ehsan Sdn Bhd for the purposes of and in relation to the Ring Road project. The Land Administrator awarded compensation of RM3,890,450.00 (“Compensation”) computed based on the purchase price of the said land. SILK has not paid the Compensation as the Court has granted an order to stay the Land Administrator's decision.

20.0 ADDITIONAL INFORMATION (*Cont'd*)

SILK applied for leave ex-parte to commence judicial review proceedings against the decision of the Land Administrator. The Court has granted leave for the judicial review and has fixed the hearing of the judicial review on 12 February 2004.

Messrs Lee Hishammuddin has advised that SILK has a strong case to succeed in the judicial review proceedings.

20.4.8 SILK as an interested party

Land Administrator of Hulu Langat ("Land Administrator") and Jelas Ria Sdn Bhd, Taktik Konklusi Sdn Bhd, C.T. Ganapathy Chettiar s/o P.N.ST. Chidambaram (I.C. No.: 1474061), Meenachi w/o Ganapathy Chettiar (I.C. No.: 7762668) & Chidambaram City Realty Sdn Bhd ("Owners")

On 15 January 2003, the estate of one of the Owners, G.Chidambaram a/l P.N.C.T. Ganapathy ("GG") made an application to the Land Administrator requesting the Land Administrator to refer the Land Administrator's award of RM6,622,000.00 to the Court for its determination in respect of the compulsory land acquisition of lands owned by the Owners ("Land") for the purposes of and in relation to the Ring Road project. The Land was compulsorily acquired under the Land Acquisition Act, 1960 by LLM. As at to-date, SILK has paid the compensation of RM6,622,000.00 to the Owners who accepted the compensation under protest.

The amount of RM6,622,000.00 paid as compensation to the Owners by the Land Administrator was determined based on the valuation conducted by the Land Administrator.

Subsequently, on 21 January 2003, the Land Administrator referred the matter to the Shah Alam High Court. The Land Administrator is the respondent to the claim. GG is claiming a total of RM88,318,268.82 as compensation.

Although the party named as the respondent in the matter is the Land Administrator, SILK is responsible for the payment of the compensation to the Owners pursuant to Clause 6 of the Concession Agreement dated 8 October 1997 (as amended by the Supplemental Concession Agreement dated 1 August 2001).

In view of the above, SILK has filed an application to intervene in the court proceedings and the hearing date is fixed at 12 January 2005. The Court has subsequently on 21 October 2003 informed that the hearing date is brought forward to 6 October 2004. According to the valuation carried out by SILK's valuers on the said lands, the claim of RM88,318,268.82 is too high. SILK will also be objecting GG's locus standi to file the application.

Messrs Lee Hishammuddin has advised that SILK has an arguably strong case to resist the land reference.

20.0 ADDITIONAL INFORMATION (Cont'd)**20.4.9 Legal Opinion**

Messrs Lee Hishammuddin's opinion letter on the litigations detailed herein is set-out below:

LEE HISHAMMUDDIN

PEGUAMBELA & PEGUAMCARA • PESURUHJAYA SUMPAN • NOTARI AWAM • EJEN PATEN BERDAFTAR & EJEN CAP DAGANGAN • EJEN REKA BENTUK PERINDUSTRIAN • PENGANTARA ADVOCATES & SOLICITORS • COMMISSIONERS FOR OATHS • NOTARY PUBLIC • REGISTERED PATENT AGENT & TRADE MARK AGENT • INDUSTRIAL DESIGN AGENT • MEDIATOR (MMC)

LEVEL 16, MENARA ASIA LIFE, 189, JALAN TUN RAZAK, 50400 KUALA LUMPUR
TELEPHONE: 603 - 2161 2330 FAX: 603 - 2161 3933 FAX: 603 - 2161 1661
E-MAIL: ADD: lhk@leehishammuddin.com.my

CONSULTANT	NITIN V. NADKARNI PAUL LIM SENG YEE PHILIP T.N.KOH	ASSISTANTS <i>(in alphabetical order)</i>	MONG CHUNG SENG NICOLE MAK MAY KUEN PETER CHANTHER JAYARAJA PETER LING SIE WUONG P.SUNDRAMOORTHY ROWENA OOI LYN SEE SHAHRUL MAHMOOD TEE SIEW IIN THUANG KAH SEE WILLIAM TAN CHIEE SENG YAP EE LING YAP YEOW HAN	PENANG ASSISTANTS LAI MEI FONG YEAP SIEW CHIENG JOHOR ASSISTANTS ANIZA OSMAN MISNI FAWAT MUHAMMAD
DATO' KC VOHRAH	SANJAY MOHANASUNDRAM TAI FOONG LAM TAY WENG HWEE THOMAS M.L.LEE VINCENT CHAN SIEW ONN WONG KIAN KHEONG	BAHARI YEOW TIEN HONG BOEY WEI LYN CHAI MENG LING CHUAH SU CHEEN FVIE CHAI EU IMM FOO JOON LIANG G. VIJAY KUMAR HANIE IZAWATIE KAREN LEE FOONG YOON KEITH TAN KI-JUN JANICE LEE MEE KAM LEE YEE PENG LIM PCE BEE LIM YEE CHIANG LOONG KAH KIT MARCUS VAN GEYZEL		
PARTNERS <i>(in alphabetical order)</i>	SENIOR ASSISTANTS <i>(in alphabetical order)</i>			
AZNAM DATO' MANSOR BEN CHAN CHONG CHOON CHEAH SOO CHUAN CHIA LOONG THYE D.P.NABAN GAN KHONG AIK JAIN SEDGLY LAMBERT RASA-RATNAM LIM HENG SENG LIM LEE MUTHANNA ABDULLAH NG LECNG HUAT	ANDREW CHIEW EAN VOOCI ANITA IBRAHIM HWANG MIN-MEI SEAN YEOW HUANG MENG YAP BOON HAU YVONNE PAH LI-EAN			

PLEASE QUOTE OUR REFERENCE WHEN REPLYING

OUR REFERENCE : KL/WKK/25947/03
YOUR REFERENCE : Please kindly advise

10 November, 2003

Securities Commission
No.3, Persiaran Bukit Kiara,
Bukit Kiara,
50490 Kuala Lumpur.

To be given to Securities Commission by Alliance
Merchant Bank Bhd
Extremely Urgent

Attention : Mr. Wong Weng Siong

Dear Sirs,

- 1) **Shah Alam High Court Originating Summons No.: 21-164-2003**
Tan Yoke Kwee & 19 others -vs- Sistem Lingkaran Lebuhraya Sdn Bhd, Sunway Holdings Incorporated Berhad, Sunway Construction Bhd & Pegawai Daerah/Pentadbir Tanah ("1st Case")
- 2) **Sri Serdang Sdn. Bhd. ("2nd Case")**
- 3) **Shah Alam High Court Judicial Review No.: MT2-13-18-03**
Sistem Lingkaran Lebuhraya Kajang Sdn Bhd -vs- Pentadbir Tanah, Daerah Hulu Langat & Anor ("3rd Case")
- 4) **Shah Alam High Court MT5-15-78-03**
G.Chidambaram ... Applicant
Pentadbir Tanah Hulu Langat ... Respondent
Sistem Lebuhraya Lingkaran Kajang Sdn Bhd ... Intervener
("4th Case")

We refer to the above matters.

ALSO AT ...

PENANG	SUITE 5-21-E & F, 21 ST FLOOR, MENARA NORTHAM, NO.55, JALAN SULTAN AHMAD SHAH, 00500 PULAU PINANG	TELEPHONE: 604 - 540 1122	FACSIMILE: 604 - 573 5478
JOHOR	SUITE 26.01, 26 TH FLOOR, FURUK BANK TOWER, 19, JALAN WONG AH FOOK, 80000 JOHORE BAHRU, JOHOR	TELEPHONE: 607 - 2793833	FACSIMILE: 607 - 2793832

20.0 ADDITIONAL INFORMATION (Cont'd)


LEE HISHAMMUDDIN

10 November, 2003

2. We wish to inform you that the Shah Alam High Court had in respect of the 1st Case, at approximately 3.15pm on 8 November 2003 **struck out** the Plaintiffs' Originating Summons as well as the Plaintiffs' application for injunction.
3. In respect of the 2nd Case, we are of the view that SILK has a strong case in the Land Reference and in the 4th Case, SILK has an arguably strong case to resist the Land Reference filed by the Applicant. As for the 3rd Case, we are of the view that SILK has a strong case to succeed in the Judicial Review proceedings. In this respect, SILK had already obtained leave from Court to commence the Judicial Review proceedings.
3. Should you have any query, please feel free to contact us at any time.

Thank you.

Yours faithfully,
For and on behalf of
LEE HISHAMMUDDIN


Karen Lee Foong Voon
Direct Line : 603 2165 8564
E-mail : karen.lee@leehishammuddin.com.my

cc.

Clients

20.0 ADDITIONAL INFORMATION (Cont'd)

20.5 Material Contracts and Material Agreements**20.5.1 Material Contracts**

Save as disclosed below, there are no material contracts (including contracts not reduced into writing), not being contracts in the ordinary course of business, entered into by the Company and its subsidiary companies within the two (2) years preceding the date of this Prospectus:

- (i) Construction Agreement dated 29 July 2002 entered into between the Government and SILK for the design, construction and completion of the upgrading of Jalan Balakong from Jalan Sg. Besi to Jalan Sg. Long and Jalan Negeri B11/Jalan Sg. Ramal from Sg. Ramal Luar Interchange to Jalan Sg. Chua;
- (ii) A deed poll dated 25 August 2003 entered by SIB to constitute the Warrants and govern the rights of holders of the Warrants; and
- (iii) Conditional Underwriting Agreement dated 28 August 2003 entered into between SIB, Alliance and CIMB as the Co-Managing Underwriters and the Underwriters mentioned under the Corporate Directory of this Prospectus for the underwriting and placement of 52,000,000 Public Issue Shares which are available for application by the Malaysian Public at underwriting commission and placement fees of 2.75% of the issue price of RM1.50 per SIB Share.

20.5.2 Material Agreements

Save as disclosed below, there are no other subsisting material agreements entered into by the Company and its subsidiary companies:

- (i) Concession Agreement dated 8 October 1997 between the Government and SILK, pursuant to which the Government has awarded to SILK the concession to undertake and implement the design, construction, operation and maintenance of the Ring Road, including the related toll equipment and ancillary facilities and handing over of the same to the Government on a privatisation basis on the terms and conditions of the Concession Agreement for total contract sum of RM800,000,000 and subsidised by a Government grant of RM450,000,000;
- (ii) Turnkey Contract dated 31 July 2001 between SILK and SunCon, pursuant to which SunCon undertakes the design, construction, completion and commissioning of the Ring Road on a turnkey basis for a turnkey contract price of RM830,000,000;
- (iii) Supplemental Agreement dated 1 August 2001 between the Government and SILK in relation to the Concession Agreement dated 8 October 1997 (as detailed in (i) above) to among others, extend the period of the Concession by three (3) years to 36 years;
- (iv) Consultancy Agreement dated 12 November 2001 between SILK and Lintasan Lurus Sdn Bhd ("Lintasan") in respect of the grant of a non-exclusive right to Lintasan to introduce, arrange and facilitate negotiations between SILK and petrochemical companies for the entering into formal licence arrangements for the construction, operation and maintenance of such allocated areas as described in the Consultancy Agreement. In return for the services provided, Lintasan shall be paid a sum of Malaysian Ringgit One Million and One Hundred Thousand (RM1,100,000.00) in two (2) instalments;
- (v) Conditional Share Sale Agreement dated 2 September 2002 between SIB and the shareholders of SILK, SunInc and Barisan Minda, for the acquisition by SIB of the entire issued and paid-up share capital of SILK comprising 120,000,000 SILK Shares for a purchase consideration of RM120,000,000 to be satisfied by the issue of 120,000,000 new SIB Shares at an issue price of RM1.00 per share; and
- (vi) Shareholders undertaking dated 9 September 2002 between SIB and SILK, SunInc, Barisan Minda pursuant to the Share Sale Agreement referred in paragraph (ii) above.

20.0 ADDITIONAL INFORMATION (Cont'd)

20.6 Public Take-over Offers

None of the following has occurred during the last financial year and the current financial year up to the date of this Prospectus:

- (a) public take-over offers by third parties in respect of the Company's and its subsidiary companies' shares; and
- (b) public take-over offers by the Company in respect of other companies' shares.

20.7 General

1. The nature of the Company's business and the name of all the corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 are disclosed in Sections 1.1 and 6 of this Prospectus.
2. The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 21 of this Prospectus.
3. The time of the opening and closing of the Applications is set out in Section 4.1 of this Prospectus.
4. The amount payable in full on application of the Public Issue Shares is RM1.50 per SIB Share.
5. All the Public Issue Shares and the Warrants are being issued by the Company subject to the terms and conditions of this Prospectus.
6. Underwriting commission and placement fees are payable by the Company to the Co-Managing Underwriters mentioned Section 2 of this Prospectus at the rate of 2.75% of the issue price of RM1.50 per SIB Share being underwritten.
7. Brokerage will be paid by the Company at the rate of 1.0% of the issue price of RM1.50 per SIB Share and in respect of successful applications bearing the stamp of Alliance, CIMB, member companies of the KLSE, members of the Association of Banks in Malaysia, members of the Association of Merchant Banks in Malaysia and MIDFCCS.
8. Estimated listing expenses incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the KLSE Main Board amounting to approximately RM5.5 million shall be borne by the Company.
9. Save as disclosed in Section 4.7 and items 6 and 7 above, no commission, discount, brokerage or other special terms have been granted within the two (2) years immediately preceding the date of this Prospectus in connection with the issue or sale of any capital of the Company or its subsidiary companies, and no Director or proposed Director or promoter or expert is entitled to receive any such payment.
10. No property has been acquired or is proposed to be acquired by the Company or its subsidiary companies prior to the completion of the Public Issue.
11. Save as disclosed in the consolidated profit forecasts and projections and assumptions of the SIB Group, the Directors are not aware of any material information, including trade 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 or its subsidiary companies.
12. The name and address of the Auditors and Reporting Accountants of the Company are set out under the Corporate Directory of this Prospectus.

20.0 ADDITIONAL INFORMATION (Cont'd)

20.8 Consents

1. The written consents of the Joint Advisers, Joint Lead Managers, Co-Managing Underwriters and Joint Placement Agents, Underwriters, Auditors and Reporting Accountants, Issuing House, Registrar, Legal Adviser, Principal Traffic Consultant, Independent Traffic Consultant, Independent Consulting Engineer, Independent Feasibility Consultant and Principal Banker to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
2. The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the consolidated profit and cash flow forecasts and projections and the pro forma consolidated balance sheets 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.
3. The written consents of the Principal Traffic Consultant, Independent Traffic Consultant, Independent Consulting Engineer and Independent Feasibility Consultant to the inclusion in this Prospectus of their reports in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

20.9 Documents Available for Inspection

Copies of the following documents may be inspected at the registered office of the Company or such other place as the SC may determine during normal office hours for a period of twelve (12) months from the date of this Prospectus:

- (a) The Memorandum and Articles of Association of SIB and its subsidiary companies;
- (b) The Reporting Accountants' letters relating to the consolidated result forecasts and projections, the consolidated cash flow forecasts and projections and the proforma consolidated balance sheets as included in Section 12.0 of this Prospectus;
- (c) The Directors' Report in Section 18.0 of this Prospectus;
- (d) The audited financial statements of SIB for the financial period commencing from 14 October 1996 (the date of incorporation) to 31 December 1996, for the financial years ended 31 December 1997 to 2002 and for the six (6)-months financial period ended 30 June 2003, the audited financial statements of SILK for the past five (5) financial years ended 31 December 1998 to 2002 and the six (6)-months financial period ended 30 June 2003 and the audited financial statements of Salient Million for the financial period from 24 May 2001 (the date of incorporation) to 31 December 2001, the financial year ended 31 December 2002 and the six (6) months financial period ended 30 June 2003 and ;
- (e) The letters of consent referred to under Section 20.8 of this Prospectus;
- (f) The material contracts and agreements referred to under Section 20.5 of this Prospectus;
- (g) The relevant cause papers relating to the material litigations set out in Section 20.4 of this Prospectus;

20.0 ADDITIONAL INFORMATION (Cont'd)

- (i) The Accountants' Report, the Principal Traffic Consultant's Report, the Independent Traffic Consultant's Report, the Independent Consulting Engineer's Report and the Independent Feasibility Report referred to under Sections 13, 14, 15, 16 and 17 respectively of this Prospectus; and
- (j) The Deed Poll constituting the Warrants.

20.10 Declaration of Conflict of Interest by Advisers

- (i) Alliance, as the Joint Adviser, Joint Lead Manager, Co-Managing Underwriter and Joint Placement Agent in respect of the Public Issue, hereby declares that there is no conflict of interest arising from its advisory capacity vis-à-vis the SIB Group.
- (ii) Save as disclosed as in Section 11.1 of this Prospectus, CTMB, as the Joint Adviser, Joint Lead Manager, Co-Managing Underwriter and Joint Placement Agent in respect of the Public Issue, hereby declares that there is no conflict of interest arising from its advisory capacity vis-à-vis the SIB Group.
- (iii) Messrs Ernst & Young, as Auditors and Reporting Accountants in respect of the Public Issue, has given its confirmation that there is no conflict of interest arising from their capacity as Auditors and Reporting Accountants vis-à-vis the SIB Group.
- (iv) Messrs Lee Hishammuddin as Legal Adviser in respect of the Public Issue, has given their confirmation that there is no conflict of interest arising from their capacity as Legal Adviser vis-à-vis the SIB Group.
- (v) Messrs MAG, as Principal Traffic Consultant in respect of the Project, has given its confirmation that there is no conflict of interest arising from its capacity as Principal Traffic Consultant vis-à-vis the SIB Group.
- (vi) Halcrow, as Independent Traffic Consultant in respect of the Project, has given its confirmation that there is no conflict of interest arising from its capacity as Independent Traffic Consultant vis-à-vis the SIB Group.
- (vii) Symonds, as Independent Consulting Engineer in respect of the Project, has given its confirmation that there is no conflict of interest arising from its capacity as Independent Consulting Engineer vis-à-vis the SIB Group.
- (viii) Ernst & Young Corporate Finance, as Independent Feasibility Consultants in respect of the Project, has given its confirmation that there is no conflict of interest arising from its capacity as Independent Feasibility Consultant vis-à-vis the SIB Group.

20.0 ADDITIONAL INFORMATION (Cont'd)

20.11 Responsibility Statements

1. Alliance and CIMB, being the Joint Advisers, Joint Lead Managers, Co-Managing Underwriters and Joint Placement Agents, acknowledge 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 concerning the public offering and is satisfied that any result and/or cash flow forecast and projections (for which the Directors of SIB are fully responsible), prepared for inclusion in the Prospectus have been stated by the Directors of SIB after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

2. This Prospectus has been seen and approved by the Directors and Promoters of SIB and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.

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