### 15. STATUTORY AND GENERAL INFORMATION

### 15.1 Share Capital

- (a) No ordinary shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (b) There are no founder, management or deferred shares in the Company.
- (c) There is only one class of shares in the Company, namely ordinary shares of RM0.25 each, all of which rank pari passu with one another.
- (d) Save for the 6,000,000 ordinary shares of RM0.25 each reserved for the eligible Directors and employees of EFB pursuant to the Public Issue, there are at present no other schemes involving the employees in the share capital of the Company or its subsidiaries.
- (e) As at the date of this Prospectus, none of the capital of the Company or any of its subsidiaries is under any option or agreed conditionally or unconditionally to be put under any option other than as disclosed in Section 5.5.3 herein.
- (f) There are no restrictions on the transfer of the ordinary shares of the Company, except as otherwise required by the law.
- (g) Save as disclosed in Section 5.3 of this Prospectus, no shares, stocks or debentures in the Company or its subsidiaries have been issued or are proposed to be issued as partly or fully paid-up for cash or otherwise than in cash within the two (2) years preceding the date of this Prospectus.

### 15.2 Articles of Association

The following provisions have been extracted from the Company's Articles of Association.

The words and expressions appearing in the following provisions shall bear the same meanings used in the Company's Articles of Association.

### (i) Transfer of Shares

The provisions of the Company's Articles of Association dealing with the transfer of securities are as follows:

### Article 23

Subject to the restrictions of these Articles, and except where otherwise provided under the Rules and the Central Depositories Act, any Member may transfer all or any of his shares by instrument in writing in the form prescribed and approved by the Exchange, the Act, and/or the Central Depositories Act, as the case may be.

#### Article 24

Subject to the Central Depositories Act and the Rules, the instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

### 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

#### Article 25

The Company shall provide a book and/or such other form or systems of record or dates recording and storage to be called "Register of Transfers" which shall be kept by the Secretary or such other person authorised by the Directors under the control of the Directors and in which shall be entered the particulars of every transfer or transmission of every share.

#### Article 26

The Bursa Depository may refuse to register any transfer of deposited security that does not comply with the Central Depositories Act and the Rules.

Article 27

The transfer of any shares or class of shares of the Company which have been deposited with the Bursa Depository, shall be by way of book entry by the Bursa Depository in accordance with the Rules of the Bursa 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 Subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such shares.

#### Article 28

The Register of Transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty (30) days in any year. The Company shall give at least twelve (12) clear Market Days or such number of days as may be prescribed by the Exchange of its intention to close the Register and such notice shall be published in a daily newspaper circulated in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the register is being closed. In relation to the closure, the Company shall give written notice, in accordance with the Rules, to the Bursa Depository to prepare the appropriate Record of Depositors.

### Article 29

Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares 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 or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee of the particulars of the 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 recognised 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. 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.

#### **Article 30**

Subject as hereinbefore provided, the Company shall be entitled to destroy:

- (a) at any time after the expiration of six (6) years from the date or registration thereof or on which an entry in respect thereof shall have been made (as the case may be), all instruments of transfer of shares or other forms of security of the Company which shall have been registered and all letters of request, renounced allotment letters, renounceable share certificates, forms of acceptance and transfer and applications for allotment in respect of which an entry in the Register of Transfer shall have been made and all records on microfilm or on any other systems of data recording and storage.
- (b) at any time after the expiration one year from the date of cancellation thereof, all registered certificates for shares or certificates any other form of security of the Company (being certificates for shares or any other form of security in the name of a transferor and in respect whereof the Company has registered a transfer) and mandates and other written directions as to the payment of dividends or interest (being mandates or directions which have been cancelled); and
- (c) at any time after the expiration of one year from the date of the recording thereof, all notifications of change of name or address;

and it shall conclusively be presumed in favour of the Company that:

- every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
- every certificate for shares or representing any other form of security so destroyed was a valid certificate duly and properly cancelled; and
- (iii) every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company.

### Provided that:

- the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (2) nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled;
- (3) references herein to the destruction of any documents include references to the disposal thereof in any manner; and
- (4) any document referred to in Article 31(b) and (c) may be destroyed at a date earlier than that authorised by this Article provided that a permanent copy of such document shall have been made which shall not be destroyed before the expiration of the period applicable to the destruction of the original of such document and in respect of which the Directors shall take adequate precautions for guarding against falsification and for facilitating its re-production.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

### (ii) Transmission of Shares

The provisions of the Company's Articles of Association dealing with the transmission of shares are as follows:

#### Article 31

In the case of the death of a Member, the executors or administrators of the deceased, shall be the only persons recognised by the Company as having any title to his interest in the shares.

#### Article 32

Where (if applicable) -

- (a) the securities of the Company are listed on an Approved Market Place; and
- (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be under the Rules in respect of such securities,

the 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") subject to the following conditions:

- (i) there shall be no change in the ownership of such securities; and
- (ii) the transmission shall be executed by causing such securities to be credited directly into the securities account of such securities holder.

For the avoidance of doubt, where the requirements of subparagraphs (a) and (b) above are fulfilled, the Company shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

### Article 33

(1) Any person becoming entitled to such share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Rules and subject as hereinafter provided, elect either to be registered as the transferee thereof, but the Bursa Depository shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy as the case may be. Subject to the Rules, the Act, the Central Depositories Act and the Listing Requirements, a transfer of the securities may be carried out by the person becoming so entitled.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

(2) If any person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Bursa Depository a notice in writing signed by him and stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that other person a transfer of the share. All the limitations, restrictions and provisions of the Rules relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice of transfer was a transfer signed by the Member.

#### Article 34

A person becoming entitled to a share by reason of the death or bankruptcy of the Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided further always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within thirty (30) days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. If the person becoming entitled elects to have the shares transferred to him, the aforesaid notice shall be given to the Bursa Depository and subject to the Rules, a transfer of the shares may be carried out by the person becoming so entitled.

#### Article 35

There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any securities, such fee, not exceeding RM3.00 as the Directors may from time to time require or prescribe.

### (iii) Remuneration of Directors

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

#### Article 82

The fees of the Directors shall from time to time be determined by the Company in general meeting. Unless otherwise directed by the resolution by which it is voted, any such fees shall be divided amongst the Directors as they may agree, or, failing agreement, equally. Fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of proposed increase has been given in the notice convening the meeting. The Directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from meetings of Directors or any committee of Directors or general meetings or which he may otherwise incur on or about the business of the Company.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

If by arrangement with the Directors, any Director shall perform or render any special duties or service outside his ordinary duties as a Director, in particular without limited to the generality of the foregoing if any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a Committee of Directors, the Directors may pay him special remuneration, in addition to his Director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged.

Provided that no Non-Executive Director shall be remunerated by a commission on or percentage of profits or turnover and no Directors (Non-Executive or Executive) shall be remunerated by a commission on or percentage of turnover and that nothing herein shall prejudice the power of the Directors to appoint any of their number to be the employee or agent of the Company at such remuneration shall not include a commission on or percentage of turnover.

#### Article 83

The Directors may from time to time appoint any one of or more of their body to be Managing Director(s) or Executive Director(s) as the case may be, for such period not exceeding a fixed term of three (3) years with powers to the directors to reappoint thereafter, and upon such terms as they think fit, and may vest in such Managing Director(s) or Executive Director(s) such of the powers hereby vested in the Directors generally as they may think fit and such powers may be made exercisable for such period or periods and upon such conditions, and subject to such restrictions, and generally upon such terms of remuneration and otherwise as they may determine, and may, from time to time revoke, withdraw, alter, or vary all or any of such powers and subject thereto, shall always be under the control of the Board of Directors. The remuneration of a Managing Director or Executive Director may be by way of salary or commission or participation in profits or by any or all of those modes but shall not include a commission on or a percentage of turnover.

# (iv) Borrowing Powers of Directors

The provisions of the Company's Article of Association dealing with the borrowing powers of the Directors are as follows:

#### Article 94

The Directors may from time to time at their discretion raise or borrow for the purpose of the Company such sums of money as they think proper.

### Article 95

The Directors may raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and dispositions in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit.

### 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

#### **Article 96**

The Directors, shall not borrow any money or mortgage or charge any of the Company or the subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

### Article 97

- (1) The Directors may borrow or raise any such money as aforesaid upon or by the issue or sale of any bonds, debentures, debenture stock, or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may think proper. The Company may in general meeting grant a right for the holders of bonds, debentures, debenture stock or securities to exchange the same for shares in the Company or any class authorised to be issued.
- Subject as aforesaid, the Directors may secure or provide for the payment of (2) any moneys to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company, both present and future, and upon any capital remaining unpaid upon the shares of the Company, whether called up or not or by any other security and the Directors may confer upon any mortgagees or persons in whom any debentures, debenture stock or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realisation thereof, or the making, receiving or enforcing of calls upon the members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.
- (3) The Directors may give security for the payment of any moneys payable by the Company in like manner as for the payment of money borrowed or raised, but in such case the amount shall be reckoned as part of the money borrowed.

### Article 98

Debentures, debenture stock or other securities may be made assigned free from any equities between the Company and the person to whom the same may be issued.

### **Article 99**

Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise (with the sanction of the Company in general meeting) and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

### Article 100

The Directors shall cause a proper register to be called "Register of Charges" to be kept, in accordance with the provisions of the Act, of all mortgages and charges especially affecting the property of the Company and a sum of RM1.00 shall be payable for each inspection of the Register of Charges.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

#### (v) Alteration of Capital and Modification of Rights

The provisions of the Company's Articles of Association dealing with alteration of capital and modification of rights are as follows:

#### Article 51

The Company may by ordinary resolution:

- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) Cancel any shares which at the date of the passing of the resolution have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of shares so cancelled; or
- (c) Subdivide its shares or any of them into shares of smaller amount than is fixed by the memorandum or articles; so however that in the subdivision, the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

#### Article 52

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.

#### Article 53

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 provision of the Act be varied, modified, commuted, dealt with, affected or abrogated with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class but not otherwise. To every such separate general meetings of the Company and to proceedings thereat shall mutatis mutandis apply but so that the necessary quorum shall be two persons at least holding or representing by proxy three-fourths (3/4) 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 separate general meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy.

#### Article 54

The rights conferred upon the holders of the shares of any class with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects pari passu therewith but in no respect in priority thereto.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

#### (v) <u>Voting Powers of Directors</u>

#### Article 119

- (1) A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. Save as by the next following paragraph of this Article otherwise provided, a Director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but this Article shall not apply to:-
  - (i) any arrangement for giving to him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company; or
  - (ii) 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 he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (2) A Director may hold any other office or place of profit under the (a) Company (other than the office of auditors) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and subject to the provisions of the Act, no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
  - (b) 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 pursuant to Article 119(1) of these Articles, or whereat the terms of any such appointment 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.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

(c) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company.

(3) A general notice that a Director, Alternate Director or Managing Director is a member of or interest 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.

### 15.3 Directors and Substantial Shareholders

- (a) The names, addresses and occupations of the Directors of the Company are set out in Section 1 of this Prospectus.
- (b) Directors are not required to hold any qualification shares in the Company or its subsidiary and associated companies.
- (c) None of the existing Directors of the Company have any existing or proposed service contract with the Company or any of its subsidiary and associated companies.
- (d) For the financial year ended 31 December 2003 and ten (10) months financial period ended 31 October 2004, the amount paid to the Directors for services rendered to the Company and its subsidiary and associated companies was RM2.6 million and RM3.4 million, respectively. For the financial year ended 31 December 2004, the amount payable is estimated to be RM5.0 million. For the financial year ending 31 December 2005, the amount payable is forecasted to be approximately RM6.0 million.
- (e) None of the Directors, senior executive officers or persons nominated to become a Director or senior executive officer is or was involved in the following events:
  - 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 a Director or senior executive officer;
  - (ii) a conviction in a criminal proceeding or is named subject of a pending criminal proceeding; or
  - (iii) the subject of any order, judgement or ruling of any court of competent jurisdiction, tribunal or government 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.
- (f) Saved as disclosed in Section 8.2 of this Prospectus, none of the Directors have any interest, directly or indirectly in the promotion of or in any assets acquired or proposed to be acquired or disposed of or proposed to be disposed of by or leased or proposed to be leased to the Company or any of its subsidiary and associated companies within the two (2) years preceding the date of this Prospectus.

(g) Based on the Register of Directors' shareholdings as at 31 January 2005 (being the latest practicable date prior to the printing of this Prospectus), the Directors' shareholdings in the Company before and after the Public Issue are as follows:

	Before OFS and Public Issue Direct Indirect				After OFS and Public Issue  Direct Indirect			
Name	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Mohd Alkaf bin Mohd Kahar	18,990,065	4.92	-	-	23,740,065^	4.95	-	-
Kuo Wen Chi	34,685,972	8.98	311,138,283 <sup>(1)</sup>	80.53	17,685,972	3.68	215,138,283 (1)	44.82
Kuo Jen Chang	98,903,910	25.60	246,920,345 <sup>(2)</sup>	63.91	84,903,910	17.69	147,920,345 <sup>(2)</sup>	30.81
Kuo Jen Chiu	89,746,761	23.23	256,077,494 <sup>(2)</sup>	66.28	72,746,761	15.16	160,077,494 (2)	33.34
Kuo Huei Chen	63,369,053	16.40	282,455,202 <sup>(3)</sup>	73.11	43,369,053	9.03	189,455,202 <sup>(3)</sup>	39.47
Mary Henerietta Lim Kim Neo	212,027	0.05	159,027 <sup>(4)</sup>	0.04	712,027*	0.15	181,027 <sup>(4),</sup> *	0.04
Yong Kok Fong	-	-	-	-	250,000*	0.05	-	-

#### Notes:

- Deemed interested by virtue of the shareholdings of his spouse and children in EFB pursuant to Section 6A of the Act
- (2) Deemed interested by virtue of the shareholdings of his parents and siblings in EFB pursuant to Section 6A of the Act
- (3) Deemed interested by virtue of the shareholdings of her parents and siblings in EFB pursuant to Section 6A of the Act
- (4) Deemed interested by virtue of the shareholdings of her brother-in-law in EFB pursuant to Section 6A of the Act
- \* Including the allocation made to them under the 'Pink Form' allocation under the Public Issue, assuming that they fully subscribe for their respective entitlement
- Including the allocation to him approved by MITI of 4,500,000 Public Issue Shares
- (h) Based on the Register of Substantial Shareholders' shareholdings as at 31 January 2005 (being the latest practicable date prior to the printing of this Prospectus), the substantial shareholders (with 5% or more shareholding, directly and indirectly) of the Company before and after the Public Issue are as follows:

	5'	re OFS an	d Public Issue		Aft Direct	er OFS a	nd Public Issue	:. 3
	Direct		Indirect		No. of		Indirect	
Name	No. of Shares	%	No. of Shares	<b>(0</b>	Shares	% *	No. of Shares	%
Kuo Wen Chi	34,685,972	8.98	311, <b>138,283</b> <sup>(1)</sup>	80.53	17,685,972	3.68	215,138,283 <sup>(1)</sup>	44.82
Kuo Jen Chang	98,903,910	25.60	246,920,345(2)	63.91	84,903,910	17.69	147,920,345 <sup>(2)</sup>	30.81
Kuo Jen Chiu	89,746,761	23.23	256,077,494(2)	66.28	72,746,761	15.16	160,077,494 <sup>(2)</sup>	33.34
Kuo Huei Chen	63,369,053	16.40	282,455,202 <sup>(3)</sup>	73.11	43,369,053	9.03	189,455,202 <sup>(3)</sup>	39.47
Hsu Mei Lan	59,118,559	15.30	286,705,696(4)	74.21	14,118,559	2.94	218,705,696(4)	45.56

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

#### Notes:

- (1) Deemed interested by virtue of the shareholdings of his spouse and children in EFB pursuant to Section 6A of the Act
- (2) Deemed interested by virtue of the shareholdings of his parents and siblings in EFB pursuant to Section 6A of the Act
- (3) Deemed interested by virtue of the shareholdings of her parents and siblings in EFB pursuant to Section 6A of the Act
- (4) Deemed interested by virtue of the shareholdings of her spouse and children in EFB pursuant to Section 6A of the Act
- (i) Save as disclosed in Section 8.4 of this Prospectus, none of the Directors or the substantial shareholders are interested, directly or indirectly, in any business carrying a similar trade as the Company and its subsidiary and associated companies.
- (j) Save as disclosed in Section 8 of this Prospectus, none of the other Directors or the major shareholders are materially interested in any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Group.
- (k) No option to subscribe for securities of the Company or any of its subsidiary and associated companies was granted to or exercised by any Directors during the last financial year.
- (1) Saved as disclosed in Section 8.1 of this Prospectus, there is no material transaction between EFB and the promoters/Directors of EFB or their related companies.
- (m) Save as disclosed in Section 5 of this Prospectus, the Directors are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company and its subsidiary and associated companies
- (n) No commission, discounts, brokerages or other special terms has been paid or is payable by the Company within the past two (2) preceding years in connection with the issue or sale of any capital of the companies and no Directors or proposed Directors or promoter or expert is entitled to receive any such payment.

### 15.4 General Information

- (a) The nature of EFB's business is set out in Section 5 of this Prospectus. The names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Act and their respective principal activities are set out in Section 5 and 6 of this Prospectus, save for RISB, a 99.99% owned subsidiary of EFB which is in the process of being voluntarily wound-up.
- (b) The time of the opening and closing of the Application is set out in Section 3.1 of this Prospectus.
- (c) The amount payable in full on application of the Issue/Offer Shares is RM1.14 per share.
- (d) As at the date of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities
- (e) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 16 of this Prospectus.

- (f) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (g) Save and except as disclosed in the audited financial statements, no amount or benefit has been paid or given within the two (2) preceding years of the date hereof nor is it intended to be so paid or given, to any promoter.
- (h) Save as disclosed in Section 5.5.3, the Group has not established a place of business outside Malaysia.
- (i) Save as disclosed in the consolidated profit estimate and forecast and assumptions of the Company and its subsidiary and associated companies, the Directors are not 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 and its subsidiary and associated companies.
- (j) The financial conditions and operations of the Company and its subsidiary and associated companies are not affected by any of the following:-
  - known trends or known demands, commitments, events or uncertainties that
    will result in or are reasonably likely to result in the Company's or the
    Group's liquidity increasing or decreasing in any material way;
  - (ii) material commitments for capital expenditure;
  - (iii) unusual or infrequent events or transaction or any significant economic changes that materially affected the amount of reported income from the operations; and
  - (iv) known trends or uncertainties that have had or the Company reasonably expects to have a material favourable or unfavourable impact on revenues or operating income.
- (k) Save as disclosed in Section 3.8 on the utilisation of proceeds for the Public Issue, no property has been acquired or is proposed to be acquired by the Company or its subsidiary and associated companies in contemplation of the public offering.
- (l) Save as disclosed in Section 5.3, there is no present intention on the part of the Directors of the Company to issue any part of the authorised but unissued share capital of the Company.

### 15.5 Material Contracts

Save as disclosed below, there are no contracts which are or may be material (not being contracts entered in the ordinary course of business) which have been entered into by the Company and its subsidiaries within the two (2) years preceding the date of this Prospectus.

(a) Shareholders Agreement dated 26 February 2004 entered between STA MDF Co. Ltd., MP Particle Board Co. Ltd., EFB and SFC to regulate their relationship as shareholders in SFC.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (b) Joint Venture Agreement dated 12 February 2004 entered between STA MDF Co. Ltd., STA Group (1993) Public Company Limited, Mitrphol Sugar Corporation Limited, MP Particle Board Company Limited and EFB for the purpose of regulating the transfer of assets to SFC and to provide for the principal terms of the joint investments in SFC.
- (c) Sale and Purchase Agreement dated 26 February 2003 entered between STA MDF Co. Ltd, STA Group (1993) Public Co. Ltd (as the Sellers) and SFC (as the Buyer) for the purchase of MDF assets from the Sellers for a total sum of Thai Baht 722,520,000.
- (d) Joint Venture Agreement dated 21 August 2004 between EFB and Continental Furniture Industries Sdn. Bhd. for the purpose of working together to establish a rubber wood processing operation in Selat Panjang and Pulau Rangsang, Kabupaten Bengkalis, Riau, Sumatra, Indonesia.
- (e) Letter of Offer dated 20 December 2004 issued by Aseambankers Malaysia Berhad ("Aseam") to EFB in relation to the appointment of Aseambankers as the sole placement agent of the public offering of shares in EFB.
- (f) Underwriting Agreement dated 31 January 2005 entered between EFB, Aseambankers Malaysia Berhad and the underwriters listed in the Underwriting Agreement for the underwriting of 30,000,000 new ordinary shares of sen twenty five (RM0.25) each for an underwriting commission of one point seven five per cent (1.75%) of the issue price of RM1.14 on the ordinary shares being underwritten.

### 15.6 Material Litigation

The EFB Group is presently not engaged either as plaintiff or defendant in any legal action, proceeding, arbitration or prosecution for any criminal offence, which has a material effect on the financial position of the EFB Group 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 and adversely affect the position or business of EFB and its subsidiary and associated companies.

### 15.7 Material Agreements

Saved as disclosed below, there is no other material agreements entered into by the Company and its subsidiary and associated companies.

- (a) Manufacture Supply Agreement dated 16 November 2003 entered between EFB and Dynea Singapore Pte. Ltd. ("Dynea") for the manufacturing and supply of formaldehyade based resins by Dynea to EFB for a term of 3 ½ years from the date of the agreement.
- (b) Letter of Intent dated 11 October 2004 entered between the shareholders of Dynea Krabi Co. Ltd and shareholders of SFB and EFB in relation to their intention to invest in a manufacturing plant of formaldehyde based resins to be constructed in Hatyai in South of Thailand

(c) During the ordinary course of business, the Group has entered into various agreements with the following financial institutions for financial facilities:

Company	Bank	Agreement/ Letter of Offer	Credit Facility	Sum
EFB	RHB Bank Berhad	08.07.99	(i) Overdraft Purpose: For working capital.	(i) RM500,000
<u>.</u>	Benjad		(ii) Letter of Credit/ Trust Receipt/ Bankers Acceptance/ Export Credit Refinancing/ Bills Purchased/ Bills Discounted/ Shipping Guarantee/ Bank Guarantee Purpose: For trade financing / For the collection of goods pending the clearance of shipping documents / As performance bond and security deposit favouring various Government/ Statutory bodies and private companies	(ii) RM4,500,000
			(iii) Corporate credit card  Purpose:  To provide employees with RHB Bank Visa Card.	(iii) RM50,000
			Security:  1. Third debenture (fixed and floating charge) over the present and future assets in favour of Citibank Berhad and to be ranked pari-passu with the first debenture and second debenture.	
	•		<ol> <li>Third legal charge over the factory and building held under HS(D) 29660, PTD 10545, Mukim Sri Gading, Daerah Batu Pahat, Johor in favour of Citibank Berhad and to be ranked pari passu with the first legal charge and second debenture.</li> </ol>	
			A Facility Purchase Agreement and a Facility Sale Agreement over the machinery and equipment.	
EFB	EON Bank Berhad	23.04.2004 and 29.05.2004	(i) Revolving Credit Facility Purpose: To finance the Company's working capital requirement,	(i) RM3,000,000
			(ii) Letter of Credit  Purpose:  To facilitate the local purchase/ importation of goods relating to the Borrower's principal line of Business.	(ii) RM10,00,000
			Trust Receipt  Purpose:  To finance the local purchase/ importation of goods relating to the Borrower's	

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

Company	Bank	Agreement/ Letter of Offer	Credit Facility	Sum
			principal line of Business.	
			Banker's Acceptance	
			Purpose:	
			To finance genuine trade transactions	
			covering local purchases/import of	
			merchandise and local usance sales or	
			export.	
			Bank Guarantee	
			Purpose:	
			For issuance of payment excise duty,	
			financial guarantee and/or security deposit	
			favouring government/statutory bodies	
			and other parties acceptable to the Bank.	
			Shipping Guarantee	
			Purpose:	
			For issuance of guarantees favouring	
			shipping companies for the collection of	
		ì	goods imported pending receipt of Bills of	
			Lading (B/L). Available only for B/L	
			issued for Letter of Credits opened by the	
			Bank.	
			Foreign Bill of Exchange Purchase	
	1		Purpose;	
			To facilitate the negotiation of sight bills	
			drawn on established buyers acceptable to	
			the Bank.	
			Foreign Bill of Exchange Discounted	
			Purpose:	
			To facilitate the negotiation of usance	
			bills drawn on established buyers	
			acceptable to the Bank.	
			Security:	
			Negative pledge of the company.	

Сотрапу	Bank	Agreement/ Letter of Offer	Credit Facility	Sum
EFB	AmBank Berhad	28.04.2004 and 13.10.2004	(i) Revolving Credit Facility Purpose: To supplement the working capital requirement	(i) RM2,500,000
			(ii) Letter of Credit (LC)  Purpose:  For issuance of irrevocable LCs covering the imports or local purchase of raw materials, machines and other goods related to the business operations.	(ii) <b>RM</b> 7,500,000
			Trust Receipt Purpose: Complementary Trust Receipt financing for period not exceeding 120 days drawn under AmBank's LC.	
			Bankers Acceptance Purpose: To finance trade receivables (local/overseas) and import/domestic purchase of raw materials /goods/stock in trade against approved drawee(s) acceptable to Ambank.	
		į	(iii) Bank Guarantee Purpose: As performance bonds, tender deposits, payment of excise duty sales tax and earnest money for tender/ security deposits in favour of government statutory bodies and/or other parties acceptable to AmBank.	(iii) RM2,000,000
			Shipping Guarantee  Purpose:  Issuance of shipping guarantee to facilitate clearance of goods pending receipt of original documents drawn under AmBank's LC.	
			(iv) Foreign Exchange Contract  Purpose:  For purchase of Foreign Exchange  Contracts to hedge against exchange fluctuations.	(iv) RM1,000,000
			Security: Nil.	
EFB	Citibank Berhad	20.08.2004	(i) Revolving Credit Facilities  • Export Bills Discounting/Negotiation  • Export Credit Refinancing scheme for Pre/Post Shipment  • Onshore Foreign Currency Time Loan  • Bankers Acceptance  • Trust Receipt Loan	(i) RM15,000,000

Company	Bank	Agreement/ Letter of Offer	Credit Facility	Sum
			Guarantees and/or Undertakings     Sight/Usage Commercial Credit     Time Loan	
			(ii) Foreign Exchange Contracts Facility	(ii) US\$1,000,000
			(iii) Guarantees and/or Undertakings - Sight / Usance Commercial Credit	(iii) RM5,000,000
			(iv) Time Loan Purpose: To finance the working capital of the Company.	(iv) RM7,000,000
			Security: Nil.	
ATP	RHB Bank Berhad	27.07.2002	Islamic Banking Facility – Bai Inah  Purpose: To part finance the set up cost of a particle board plant inclusive of construction, mechanical and electrical installation, machinery and equipment.	RM10,000,000
			Security:  1. Against Bai Inah Asset Sale Agreement and Bai Inah Asset Purchase Agreement  2. Debenture over all assets both present and future and to be ranked pari passu with	
			that of Citibank Berhad.  3. Deed of Assignment over a 12.043 acres industrial land with the factory building erected thereon located at Segamat II Industrial Estate.	
			4. Islamic Corporate Guarantee of EFB.	
ATP	Citibank Malaysia (L) Limited	26.08.2002	Term Loan Facility  Purpose: To part finance ATP's capital expenditure requirements.	USD2,630,000 (approximately RM9,994,000)
			Security: 1. Assignment of all rights, title, benefits and interest in the Sale and Purchase Agreement dated 30.5.2002 between ATP and Techno SCP Sdn. Bhd.	
			Debenture over ATP's fixed and floating assets.	
			3. Corporate Guarantee from EFB.	

Company	Bank	Agreement/ Letter of Offer	Credit Facility	Sum
ATP	RHB Bank Berhad	12.04.2002	(i) Overdraft Purpose: For working capital.	(i) RM500,000
			(ii) Letter of Credit/ Trust Receipt/ Bankers Acceptance/ Bills Purchased/ Bills Discounted/ Shipping Guarantee/ Purpose: For trade financing / For the collection of goods pending the clearance of shipping documents	(ii) RM3,500,000
			(iii) Bank Guarantee  Purpose:  As performance bond and tender/ security deposit favouring Government/ statutory bodies and private companies	(iii) RM500,000
			(iii) Foreign Exchange Contract Limit (FECL)  Purpose:  To hedge against fluctuation in foreign exchange rates.	(iv) RM4,000,000
			Security: 1. Facility Agreement.	
			Debenture over all assets both present and future.	
			3. Deed of assignment over a 12.043 acres industrial land located at Segamat II Industrial Estate. Upon issuance of title document, a first party legal charge over the property.	
			4. Corporate guarantee form EFB.	
SFC	Siam City Bank Public	26.02.2004	(i) Term Loan Facility Purpose: To finance the working capital of the company	(i) Thai baht 956,000,000 (approximately RM90,630,000)
	Company Ltd		(ii) Overdraft	(ii) Thai baht 30,000,000
			(iii) Promissory Note Facility	(iii) Thai baht 80,000,000
			(iv) W/C Letter of Credit/Trust Receipt Facility	(iv) Thai baht 200,000,000
			(v) Packing Credit/Export Bill Facility	(v) Thai baht 80,000,000
			(vi) Letter of Guarantee Facility	(vi) Thai baht 20,000,000

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

Lette		Agreement/ Letter of Offer	Credit Facility	Sum
			(vii) F/X Facility  Purpose: For general working capital purposes	(vii) US\$10,000,000
			Security:  1. 6 plots of land under title deeds no. 152116, 152117, 152118, 152119, 152120 and 152121 which are located at Tambon Phatong, Hadyai, Songkla.	
			2. Building erected thereon the 6 plots of land.	
			Machineries to be used for the manufacturing of medium density fibreboard.	
			4. Assignment of Insurance.	

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

# (d) Insurance Policies

As at the date of this Prospectus, EFB Group has various insurance policies as tabulated below:

Company	Insurance Company	Issued and Situation Risk	Policy Type/Policy No.	Period	Limit/Sum Insured (RM)
EFB	Allianz General Insurance Malaysia Berhad	On all movable and non-moveable property of the insured of every description or held in trust or on commission.  1. On buildings. 2. On plant and machinery. 3. On forklift, air-condition, computer. 4. On inventory stock.  Situation of premises: PLO 416, Jalan Suasa, Kawasan Perindustrian Pasir Gudang,	Standard Fire (Class 1) 04FMT000125	08.03.2004 to 07.03.2005	15,600,000
EFB	RHB Insurance Berhad	81700 Pasir Gudang, Johor.  On the following property belonging to or held by the insured	Fire-Industrial Non Hazardous	28.10,2004 to	72,235,985
		in trust or on commission:  1. On plant and machinery, tools, electrical installations therein or thereon and other contents not specifically insured.  Situation of premises: PLO 2, 3, 4, 6, 17, 18, 19, 21, 22, 27, 28 & 31, Parit Raja Industrial Estate 86400 Parit Raja, Batu Pahat, Johor.	D04FFIN4006291MC	27.10.2005	
EFB	RHB Insurance Berhad	On the following property belonging to or held by the insured in trust or on commission:  1. On plant and machinery coating line. 2. On veneer line. 3. On paper overlay machine (paper line). 4. On furniture line. 5. On door line. 6. On P/M moulded 7. On modul grain print line  Situation of premises: PLO 2, 3, 4, 6, 17, 18, 19, 21, 22, 27, 28 & 31, Parit Raja Industrial Estate, Parit Raja, 86400 Batu Pahat, Johor	Business Machines and Equipment D04YBME4201566MC	28.10.2004 to 27.10.2005	11,857,866

Company	Insurance Company	Issued and Situation Risk	Policy Type/Policy No.	Period	Limst/Sum Insured (RM)
EFB	Tokio Marine Insurans (Malaysia) Berhad	On the properties belonging to the insured or held in trust or on commission for which the insured is responsible at the situation mentioned below:	Fire Material Damage WFA4 AG-006066	28.10.2004 to 27.10.2005	103,714,060
		<ol> <li>On factory building.</li> <li>On office equipment, furniture and fitting.</li> <li>On forklifts and vehicles.</li> <li>On plant and machinery - 2<sup>nd</sup> line.</li> <li>On stock and other inventories.</li> </ol>			
		Situation of premises: PLO 2, 3, 4, 6, 17, 18, 21, 22, 27 & 28, Parit Raja Industrial Estate, 86400 Parit Raja, Batu Pahat, Johor.			
EFB	Hong Leong Assurance Berhad	On damage to boiler     On surrounding property of the insured and property damage and bodily injury of third parties.	Boiler and Pressure Vessel 0214020-01-5	23.10.2004 to 22.10.2005	10,286,593
		Situation of premises: PLO 2, 3, 4, 6, 17, 18, 19, 21, 22, 27, 28 & 31, Parit Raja Industrial Estate, 86400 Parit Raja, Batu Pahat, Johor.			
EFB	Hong Leong Assurance Berhad	On the sales of medium density fibreboard and related products to the following counties:  1. Zone 1 - Belgium, Crech Republic, France, Greece, Portugal, Singapore, South Korea, Spain & Switzerland	Export Trade Credit Contract NR GA1 152011	24.8.2004 to 23.8.2005	10,000,000
		Zone 2 - Dubai, Taiwan & Turkey  Premium rate is 0.55% of turnover			
ATP	RHB Insurance Berhad	On the following property belonging to or held by the insured in trust or on commission:	Fire Industrial Hazardous D03FFIH4006202MC	08.06.2004 to 07.06.2005	31,000,000
		1. On office buildings and extensions including but not limited to fixtures, fittings whether indoor or outdoor walls, gates, fences, awnings, metal smoke stacks, blinds, signs.			

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

Company	Insurance Company	A2572000000 5204	Issu	ed and Situation	Risk	Policy Type/Pol	icy No.	Period	Limit/Sum Insured (RM)
				On plant and tools, electrical therein or there contents not insured.	installation on and other				
			1	On stock in a descriptions pertinsured's busine goods held in commission for are responsible.	taining to the ess including trust or on				
			PLO II	ation of premises: 202, Segamat In	dustrial Area				

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

### 15.8 Expenses and Commission

Save as disclosed below, no commission, discounts, brokerage or other special terms has been paid or is payable by the Company within the two (2) years preceding the date of this Prospectus in connection with the issue or sale of any capital or debenture of the Company or its subsidiary and associated companies and no Director or promoter or expert is or are entitled to receive any such payment:

- (i) Underwriting commission is payable to the Underwriters at the rate of 1.75% of the issue price of RM1.14 per ordinary share on the ordinary shares being underwritten which form the subject of this Prospectus.
- (ii) Brokerage will be paid by the Company at the rate of 1% of the issue price of RM1.14 per ordinary share to the parties in the circumstances specified in Section 3.11 of this Prospectus.
- (iii) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up capital of the Company on the Main Board of the Bursa Securities amounting to approximately RM5.208 million will be borne by the Company.

#### 15.9 Public Take-Overs

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

- (i) public take-over offers by third parties in respect of the Company's shares; and
- (ii) public take-over offers by the Company in respect of other company's shares.

### 15.10 Consents

- (i) The written consents of the Adviser, Sole Placement Agent and Managing Underwriter, Underwriters, Company Secretary, Principal Bankers, Issuing House, Solicitors for the Listing and Registrar 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.
- (ii) The written consent of the Auditors and Reporting Accountants, namely Messrs. Ernst & Young to the inclusion in this Prospectus of its name, their Accountants' Report and their letters relating to the Consolidated Profit Estimate and Forecast and Proforma Consolidated Balance Sheets in the manner and form in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
- (iii) The written consent of the Valuers, namely Messrs. Colliers Jordan Lee & Jaafar (JH) Sdn Bhd to the inclusion in this Prospectus of its name and their Valuation Certificate 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.
- (iv) The written consent of the Independent Business and Market Research Consultants, namely Messrs. Vital Factor Consulting Sdn Bhd to the inclusion in this Prospectus of its name and their Summary of Independent Business and Market Research Consultants Report 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.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

(v) The written consent of the Solicitors for the Expert Report on Policies of Thailand, namely Messrs. Law & Solicitors Limited to the inclusion in this Prospectus of its name and their Expert Report on Policies of Thailand 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.

### 15.11 Documents For Inspection

Copies of the following documents may be inspected at the registered office of the Company during normal business hours for a period of twelve (12) months from the date of this Prospectus:

- Memorandum and Articles of Association of the Company and its subsidiary and associated companies;
- (ii) Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the consolidated profit estimate and forecast for the financial years ended/ending 31 December 2004 and 2005 respectively and the proforma consolidated balance sheets as at 31 October 2004 of the Company as included herein;
- (iv) The audited financial statements of EFB and its subsidiary and associated companies for the past five (5) years ended 31 December 2003 and for the financial period ended 31 October 2004;
- (v) The letters of consent referred to under Section 15.10 above;
- (vi) The material contracts referred to in Section 15.5 above;
- (vii) The material agreements referred to in Section 15.7 above;
- (viii) Valuation Reports prepared by Colliers Jordan Lee & Jaafar (JH) Sdn Bhd and the Valuation Certificate in relation thereto as set out in Section 9.3 of this Prospectus;
- (ix) Independent Business and Market Research Consultants' Report prepared by Vital Factor Consulting Sdn Bhd and its summary thereof as set out in Section 12 of this Prospectus; and
- (x) The Expert Report on Policies of Thailand as set out in Section 13 of this Prospectus.

### 15.12 Responsibility

(i) Aseambankers, being the Adviser, Sole Placement Agent and Managing Underwriter 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, Placement and OFS, and is satisfied that the consolidated profit estimate and forecast for the financial years ended / ending 31 December 2004 and 2005 respectively (for which the Directors of EFB are fully responsible) prepared for inclusion in this Prospectus have been stated by the Directors of the Company after due and careful enquiry and have been duly reviewed by Messrs Ernst & Young, the Reporting Accountants.

# 15. STATUTORY AND GENERAL INFORMATION (Cont'd)

(ii) This Prospectus has been seen and approved by the Directors, Promoters of EFB and the Offerors, and they collectively and individually accept full responsibility for the accuracy of all information contained herein and confirm that, after having made all reasonable enquiries and to the best of their knowledge and belief, there are no false and/or misleading statements or other facts the omission of which would make any statement false and/or misleading. The Directors of the Company hereby accept full responsibility for the consolidated profit estimate and forecast included in this Prospectus and confirm that the profit estimate and forecast have been prepared based on assumptions made.

#### 16. APPLICATION FOR SECURITIES

### 16.1 Opening and Closing of Application

Applications will be accepted from 10.00 a.m. on 15 February 2005 and will continue to be accepted until 5.00 p.m. on 25 February 2005 or until such further period or periods as the Directors of EFB and/or the Offerors together with the Managing Underwriter in their absolute discretion may decide.

### 16.2 Procedure for Application

The Application shall be made in connection with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.

### (i) Applications by the Placees identified by the Sole Placement Agent

Applications for the 41,500,000 OFS Shares and 10,660,000 Public Issue Shares reserved for identified placees must be made only on the "Blue" Application Forms provided and NOT on any other Application Form or by way of Electronic Share Application through a Participating Financial Institution's ATM.

### (ii) Applications by Bumiputera Investors Allocated By MITI

Applications for the 71,500,000 OFS Shares and 53,000,000 Public Issue Shares to be offered and issued to Bumiputera investors approved by MITI must be made only on the "Green" Application Forms provided and NOT on any other Application Form or by way of Electronic Share Application through a Participating Financial Institution's ATM.

### (iii) Applications by Eligible Directors and Employees of the EFB Group

Applications for the 6,000,000 Public Issue Shares reserved for the eligible directors and employees of EFB Group, must be made only on the "Pink" Application Forms provided and NOT on any other Application Form or by way of Electronic Share Application through a Participating Financial Institution's ATM.

### (iv) Applications by Malaysian Public

Applications for the 24,000,000 Public Issue Shares made available for application by the Malaysian citizens, companies, societies, co-operatives and/or institutions must be made on the "White" Applications Forms provided or by way of Electronic Share Application through a Participating Financial Institution's ATM.

White Application Forms together with copies of this Prospectus may be obtained, subject to availability from Aseambankers, participating organisations of Bursa Securities, members of the Association of Banks in Malaysia, members of the Association of Merchant Banks in Malaysia and MIH.

Only one (1) Application Form from each applicant will be considered and Applications must be for 100 ordinary shares or multiples thereof. Multiple Applications will not be accepted. A person who submits multiple Applications in his own name or by using the name of others, with or without their consents, commits an offence under Section 87A of the Securities Industry Act, 1983 ("SIA") and if convicted, may be punished with a minimum fine of RM1,000,000 and to a jail term of up to ten (10) years under Section 88B of the SIA. The amount payable in full on application is RM1.14 per share. Persons submitting applications by way of Application Forms must not submit Applications by way of Electronic Share Applications and vice versa. Persons submitting Applications by way of Application Forms or by way of Electronic Share Applications must have a CDS account. A corporation or institution cannot apply for shares by way of Electronic Share Application.

### 16. APPLICATION FOR SECURITIES (Cont'd)

Directors and employees of MIH, and their immediate families are strictly prohibited from applying for the Public Issue Shares and OFS Shares.

Completed Application Forms must be despatched by **ORDINARY POST** or **DELIVERED BY HAND** in the official envelopes provided to the following address:

Malaysian Issuing House Sdn Bhd (258345-X)

27th Floor, Menara Multi-Purpose, Capital Square No. 8, Jalan Munshi Abdullah 50100 Kuala Lumpur P.O. Box 13269 50804 Kuala Lumpur

OR DELIVERED BY HAND AND DEPOSITED in the Drop-in Boxes provided at the back portion of Menara Multi-Purpose Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur so as not to arrive later than **5.00 PM** on 25 February 2005, or such further period or periods as the Directors of EFB and/or Offerors together with the Managing Underwriter in their absolute discretion may decide.

Applications may also be delivered in a drive-in manner at Stadium Hoki Tun Razak, Jalan Duta, Kuala Lumpur on 25 February 2005 2005 between 10.00am to 5.00pm only.

IN THE CASE OF AN INDIVIDUAL APPLICANT OTHER THAN A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME, NATIONAL REGISTRATION IDENTITY CARD NUMBER AND ADDRESS OF THE APPLICANT MUST BE EXACTLY THE SAME AS STATED IN:

- (a) (i) THE APPLICANT'S NATIONAL REGISTRATION IDENTITY CARD ("NRIC");
  - (ii) THE APPLICANT'S RESIT PENGENALAN SEMENTARA (JPN 1/9) ISSUED PURSUANT TO PERATURAN 5(5), PERATURAN-PERATURAN PENDAFTARAN NEGARA 1990;
  - (iii) ANY VALID TEMPORARY IDENTITY DOCUMENT AS ISSUED BY THE NATIONAL REGISTRATION DEPARTMENT FROM TIME TO TIME; AND
- (b) THE RECORDS OF BURSA DEPOSITORY, IF ANY.

WHERE THE APPLICANT IS A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME, AND THE ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE, OF THE APPLICANT MUST BE EXACTLY THE SAME AS STATED IN HIS AUTHORITY CARD.

IN THE CASE OF A CORPORATE/INSTITUTIONAL APPLICANT, THE NAME AND THE CERTIFICATE OF INCORPORATION NUMBER OF THE APPLICANT MUST BE EXACTLY THE SAME AS THAT IN THE APPLICANT'S CERTIFICATE OF INCORPORATION.

No acknowledgement of the receipt of Application Forms or application monies will be made by the Company and/or MIH.

### 16. APPLICATION FOR SECURITIES (Cont'd)

### 16.3 Terms And Conditions For Applications Using Application Forms

The following Application Forms issued with the notes and instructions printed therein are accompanied by this Prospectus:

- (a) Pink Application Forms for applications by eligible Directors and employees for the Public Issue Shares;
- (b) White Application Forms for applications by Malaysian citizens, companies, societies, co-operatives and/or institutions for the Public Issue Shares;
- (c) **Blue** Application Forms for applications by the identified placees to be identified for the Public Issue Shares and OFS Shares; and
- (d) Green Application Forms for applications by the Bumiputera investors approved by MITI for the Public Issue Shares and OFS Shares.

Application by way of Application Forms shall be made on, and subject to, the terms and conditions appearing below:

- (1) Applicant who is an individual must be a Malaysian Citizen residing in Malaysia, with Malaysian address and with CDS account;
- (2) Applicant which is a corporation/institution incorporated in Malaysia must have a CDS account and be subject to the following:
  - (i) If the corporation/institution has a share capital, more than half of the issued share capital (excluding preference share capital) is held by Malaysian citizens; and
  - (ii) There is a majority of Malaysian citizens on the board of directors/trustee.
- (3) Applicant which is a superannuation, provident or pension fund must be established or operating in Malaysia and with a CDS account.
- (4) Applications will not be accepted from trustees, any person under 18 years of age, sole proprietorships, partnership or other incorporated bodies or associations, other than corporations/institutions referred to in Item 16.3(2) and (3) of this Section or the trustees thereof.
- (5) Application Forms issued together with this Prospectus must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Forms. In accordance with Section 41(2) of the SCA, the Application Form together with the Notes and Instructions printed thereon are accompanied by this Prospectus. Applications which do not STRICTLY conform to the terms of this Prospectus or Application Form or Notes and Instructions printed therein or which are illegible will not be accepted.
- (6) EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCES IN RINGGIT MALAYSIA FOR THE FULL AMOUNT PAYABLE BY EITHER:
  - (i) BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICANTS); OR

### 16. APPLICATION FOR SECURITIES (Cont'd)

- (ii) CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES IN MALAYSIA AND DRAWN ON A BANK IN KUALA LUMPUR (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICANTS); OR
- (iii) MONEY ORDER OR POSTAL ORDER (FOR APPLICANTS FROM SABAH AND SARAWAK ONLY); OR
- (iv) GUARANTEED GIRO ORDER ("GGO") FROM BANK SIMPANAN NASIONAL MALAYSIA BERHAD (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICATIONS); OR
- (v) ATM STATEMENT OBTAINED ONLY FROM:
  - ALLIANCE BANK MALAYSIA BERHAD (88103-W);
  - AMBANK BERHAD (295576-U);
  - AMFINANCE BERHAD (5493-X);
  - AFFIN-ACF FINANCE BERHAD (6251-U);
  - BUMIPUTRA-COMMERCE BANK BERHAD (13491-P);
  - EON BANK BERHAD (92351-V);
  - HONG LEONG BANK BERHAD (97141-X);
  - MALAYAN BANKING BERHAD (3813-K);
  - PUBLIC BANK BERHAD (6463-H);
  - RHB BANK BERHAD (6171-M);
  - SOUTHERN BANK BERHAD (5303-W)

AND MUST BE MADE OUT IN FAVOUR OF "MIH SHARE ISSUE ACCOUNT NO. 349" CROSSED "A/C PAYEE ONLY" (EXCLUDING ATM STATEMENTS) AND ENDORSED ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT. APPLICATIONS ACCOMPANIED BY MODE OF PAYMENTS OTHER THAN THE MANNER STATED ABOVE OR WITH EXCESS OR INSUFFICIENT REMITTANCES OR INAPPROPRIATE BANKER'S DRAFT/CASHIER'S ORDER/ CHEQUE ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES/ MONEY ORDER/POSTAL ORDER/GGO/ATM STATEMENT WILL NOT BE ACCEPTED. DETAILS OF THE REMITTANCE MUST BE FILLED IN THE APPROPRIATE BOXES PROVIDED ON THE APPLICATION FORM.

- (7) AN APPLICANT MUST STATE HIS CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE APPLICATION FORM AND HE/SHE SHALL DEEMED TO HAVE AUTHORISED BURSA DEPOSITORY TO DISCLOSE INFORMATION PERTAINING TO THE CDS ACCOUNT TO MIH OR THE COMPANY.
- (8) THE NAME AND ADDRESS OF THE APPLICANT MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER'S DRAFT/ CASHIER'S ORDER/CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES/MONEY ORDER/POSTAL ORDER/GGO OR ATM STATEMENT.
- (9) The Directors of the Company and/or the Offerors reserve the right to require any successful applicant to appear in person at the registered office of MIH within fourteen (14) days of the date of the notice issued to him to ascertain the regularity or propriety of the application. The Directors of the Company and/or the Offerors shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.

### 16. APPLICATION FOR SECURITIES (Cont'd)

- (10) MIH on the authority of the Directors of the Company and/ or the Offerors reserves the right to reject applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.
- (11) MIH on the authority of the Directors of the Company and/ or the Offerors reserves the right not to accept any application or accept any application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting or allocating the shares to a reasonable number of applicants with a view to establishing an adequate market for the shares.
- Where an application is not accepted or accepted in part only, the full amount or the balance of the application monies, as the case may be, without interest, will be returned and dispatched to the applicant within ten (10) market days from the date of the final ballot of the Application Lists by ordinary post to the Applicant's address last maintained with Bursa Depository or where the Application is not accepted due to the Applicant not having provided a CDS account, to the address as per the National Registration Identity Card or "Resit Pengenalan Sementara (JPN 1/22)" or any valid temporary identity document as issued by the National Registration Department from time to time, where applicable in the case of individual applicants (except for armed forces/police personnel) and the registered address in the case of corporate/institutional applicants. Armed forces/police personnel must use the address of the respective camp/base/station), at the applicant's own risk.
- (13) The applicant shall ensure that his personal particulars as stated in the Application Form are identical with the records maintained by Bursa Depository. The applicant must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allocation will be sent to his/her registered or correspondence address last maintained with Bursa Depository.
- (14) MIH reserves the right to bank in all application monies from unsuccessful Bumiputera applicants and partially-successful applicants, which would subsequently be refunded without interest by registered post.
- (15) PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE WHITE APPLICATION FORM TO MIH.

# 16.4 Steps For Electronic Share Application Through A Participating Financial Institution's ATM

- (a) Applicant must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account.
- (b) Applicant must have a CDS account.
- (c) Applicant is to apply for the initial public share offering via the ATM of the Participating Financial Institution by choosing the Electronic Share Application option. Mandatory statements required in the application is set out in Section 16.5 under the Terms and Conditions for Electronic Share Applications. Applicant is to enter at least the following information through the ATM where the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so:
  - Personal Identification Number (PIN);
  - MIH Share Issue Account Number 349;
  - CDS Account Number;
  - Number of shares applied for and/or the Ringgit Malaysia amount to be debited from the account; and
  - Confirmation of several mandatory statements.

### 16. APPLICATION FOR SECURITIES (Cont'd)

### 16.5 Terms and Conditions for Electronic Share Applications

The procedures for Electronic Share Applications at ATMs of the Participating Financial Institutions are set out on the ATM screens of the relevant Participating Financial Institutions (the "Steps"). For illustration purposes, the procedures for Electronic Share Applications at the ATMs are set out in "Steps for Electronic Share Application through a Participating Financial Institution's ATM" in Section 16.4 of this Prospectus. The Steps set out the actions that the applicant must take at the ATM to complete an Electronic Share Application. Please read carefully the terms of this Prospectus, the Steps and the terms and conditions for Electronic Share Applications set out below before making an Electronic Share Application. Any reference to the "applicant" in the terms and conditions for Electronic Share Applications and the Steps shall mean the applicant who applies for shares through an ATM of any of the Participating Financial Institutions.

Only an applicant who is an individual with a CDS Account is eligible to utilise the facility.

The applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Financial Institutions before he can make an Electronic Share Application at an ATM of that Participating Financial Institution. An ATM card issued by one (1) of the Participating Financial Institutions cannot be used to apply for shares at an ATM belonging to other Participating Financial Institutions. Upon the completion of his Electronic Share Application transaction, the applicant will receive a computer-generated transaction slip ("Transaction Record"), confirming the details of his Electronic Share Application. The Transaction Record is only a record of the completed transaction at the ATM and not a record of the receipt of the Electronic Share Application or any data relating to such an Electronic Share Application by the Company or MIH. The Transaction Record is for retention by the applicant and should not be submitted with any Application Form.

Upon the closing of the offer for the application for the Public Issue and OFS Shares on Friday, 25 February 2005 at 5.00 p.m. or such further period or periods as the Directors of EFB and/or the Offerors together with the Managing Underwriter in their absolute discretion may decide ("Closing Date and Time"), the Participating Financial Institution shall submit a magnetic tape containing its respective customers' applications for the ordinary shares to MIH as soon as practicable but not later than 12.00 p.m. of the 2nd business day after the Closing Date and Time.

An Applicant will be allowed to make an Electronic Share Application for shares via an ATM that accepts the ATM cards of its Participating Financial Institution with which he has an account and its branches, subject to the applicant making only one (1) application.

AN APPLICANT MUST ENSURE THAT HE USES HIS OWN CDS ACCOUNT NUMBER WHEN MAKING AN ELECTRONIC SHARE APPLICATION. AN APPLICANT OPERATING A JOINT ACCOUNT WITH ANY PARTICIPATING FINANCIAL INSTITUTION MUST ENSURE THAT HE ENTERS HIS OWN CDS ACCOUNT NUMBER WHEN USING AN ATM CARD ISSUED TO HIM IN HIS OWN NAME. HIS APPLICATION WILL BE REJECTED IF HE FAILS TO COMPLY WITH THE FOREGOING.

### 16. APPLICATION FOR SECURITIES (Cont'd)

The Electronic Share Application shall be made on, and subject to, the terms and conditions contained in herein as well as the terms and conditions appearing below:-

- (a) The Electronic Share Application shall be made in connection with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.
- (b) The applicant is required to confirm the following statements (by depressing predesignated keys or buttons on the ATM keyboard) and undertake that the following information given is true and correct:
  - ☑ I have attained 18 years of age as at the closing date of the share application.
  - ☑ I am a Malaysian citizen residing in Malaysia.
  - ☑ I have read the relevant Prospectus and understood and agreed with the terms and conditions of this application.
  - This is the only application I am submitting.
  - ☑ I hereby give consent to the Participating Financial Institution and Bursa Depository to disclose information pertaining to myself and my account with the Participating Financial Institution and Bursa Depository to MIH and other relevant authorities.

The application will not be successfully completed and cannot be recorded as a completed transaction at the ATM unless the applicant completes all the steps required by the Participating Financial Institution. By doing so, the applicant shall be treated as signifying his confirmation of each of the above statements as well as giving consent in accordance with the relevant laws of Malaysia including Section 97 of the Banking and Financial Institutions Act 1989 and Section 45 of the Securities Industry (Central Depositories) Act 1991 to the disclosure by the relevant Participating Financial Institution or Bursa Depository, as the case may be, of any of the applicant's particulars to MIH, or any relevant regulatory bodies.

- (c) THE APPLICANT CONFIRMS THAT HE IS NOT APPLYING FOR SHARES AS NOMINEE FOR ANY OTHER PERSON AND THAT ANY ELECTRONIC SHARE APPLICATION THAT HE MAKES IS MADE BY HIM AS BENEFICIAL OWNER. THE APPLICANT SHALL ONLY MAKE ONE ELECTRONIC SHARE APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE PUBLIC ISSUE SHARES, WHETHER AT THE ATMS OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.
- (d) The applicant must have sufficient funds in his account with the relevant Participating Financial Institution at the time he makes his Electronic Share Application, failing which his Electronic Share Application will not be completed. Any Electronic Share Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Share Application is being made will be rejected.

### 16. APPLICATION FOR SECURITIES (Cont'd)

- (e) The applicant agrees and undertakes to subscribe for or purchase and to accept the number of shares applied for as stated on the Transaction Record or any lesser number of shares that may be allotted to him in respect of his Electronic Share Application. In the event that the Company decides to allot or allocate any lesser number of such shares or not to allot or allocate any shares to the applicants, the applicants agree to accept any such decision as final. If the applicant's Electronic Share Application is successful, his confirmation (by his action of pressing the designated key on the ATM) of the number of shares applied for shall signify, and shall be treated as, his acceptance of the number of shares that may be allotted or allocated to him and to be bound by the Memorandum and Articles of Association of the Company.
- (f) MIH on the authority of the Company reserves the right to reject any Electronic Share Application or accept any Electronic Share Application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting the shares to a reasonable number of applicants with a view to establishing an adequate market for the shares.
- (g) Where an Electronic Share Application is not successful or successful in part only, the relevant Participating Financial Institution will be informed of the non-successful or partially successful applications. Where an Electronic Share Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into the applicant's account with that Participating Financial Institution within two (2) market days after the receipt of confirmation from MIH. MIH shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two (2) market days after the balloting date. The applicants may check their accounts on fifth (5<sup>th</sup>) market day from the balloting date.

Where an Electronic Share Application is accepted in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into the applicant's account with that Participating Financial Institution within two (2) market days after receipt of confirmation from MIH. A number of applications will, however, be held in reserve to replace any successfully balloted applications which are subsequently rejected. For such applications which are subsequently rejected, the application monies without interest will be refunded to applicants by MIH by way of cheques issued by MIH. The cheques will be issued not later than ten (10) market days from the day of the final ballot of the application list.

Should applicants encounter any problems in their applications, they may refer to the Participating Financial Institutions.

- (h) The applicant requests and authorises the Company:
  - to credit the shares allotted or allocated to the applicant into the CDS account of the applicant, and
  - (ii) to issue share certificate(s) representing such shares allotted in the name of Bursa Malaysia Depository Nominees Sdn Bhd and send the same to Bursa Depository.

### 16. APPLICATION FOR SECURITIES (Cont'd)

- (i) The applicant, acknowledging that his Electronic Share Application is subject to the risks of electrical, electronic, technical and computer-related faults and breakdowns, fires and other events beyond the control of the Company, MIH or the Participating Financial Institution, irrevocably agrees that if:
  - the Company or MIH does not receive the applicant's Electronic Share Application; and
  - (ii) data relating to the applicant's Electronic Share Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to the Company or MIH,

the applicant shall be deemed not to have made an Electronic Share Application and the applicant shall not claim whatsoever against the Company, MIH or the Participating Financial Institutions for the shares applied for or for any compensation, loss or damage.

- (j) All particulars of the applicant in the records of the relevant Participating Financial Institution at the time he makes his Electronic Share Application shall be deemed to be true and correct and the Company, MIH and the relevant Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (k) The applicant shall ensure that his personal particulars as recorded by both Bursa Depository and the relevant Participating Financial Institution are correct and identical. Otherwise, his Electronic Share Application is liable to be rejected. The applicant must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allotment will be sent to his registered address last maintained with Bursa Depository.
- (I) By making and completing an Electronic Share Application, the applicant agrees that:
  - in consideration of the Company agreeing to allow and accept the making of any application for shares via the Electronic Share Application facility established by the Participating Financial Institutions at their respective ATMs, his Electronic Share Application is irrevocable;
  - (ii) the Company, the Participating Financial Institutions, Bursa Depository and MIH shall not be liable for any delays, failures or inaccuracies in the processing of data relating to his Electronic Share Application to the Company due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
  - (iii) notwithstanding the receipt of any payment by or on behalf of the Company, the acceptance of the offer made by the applicant to subscribe for and purchase the shares for which the applicant's Electronic Share Application has been successfully completed shall be constituted by the issue of notices of successful allotment for prescribed securities, in respect of the said shares;
  - (iv) the applicant irrevocably authorises Bursa Depository to complete and sign on his behalf as transferee or renouncee any instrument of transfer and/or other documents required for the issue or transfer of the shares allotted or allocated to the applicant; and

### 16. APPLICATION FOR SECURITIES (Cont'd)

- (v) the Company agrees that, in relation to any legal action or proceedings arising out of or in connection with the contract between the parties and/or the Electronic Share Application Scheme and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that the Company irrevocably submits to the jurisdiction of the Courts of Malaysia.
- (m) The Directors of the Company reserves the right to require any successful applicant to appear in person at the registered office of MIH within fourteen (14) days of the date of the notice issued to him/her to ascertain the regularity or propriety of the application. The Directors of the Company and/ or the Offerors shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
- (n) MIH on the authority of the Directors of the Company reserves the right to reject applications which do not conform to these instructions.
- (o) Electronic Share Applications may be made through an ATM of the following Participating Financial Institutions and their branches:
  - AMBANK BERHAD (295576-U);
  - AMFINANCE BERHAD (5493-X);
  - BUMIPUTRA-COMMERCE BANK BERHAD (13491-P);
  - HSBC BANK MALAYSIA BERHAD (127776-V);
  - MALAYAN BANKING BERHAD (3813-K);
  - OCBC BANK (MALAYSIA) BERHAD (295400-W);
  - STANDARD CHARTERED BANK MALAYSIA BERHAD (1 15793-P) (at selected branches only).
- (p) A surcharge of RM2.50 per Electronic Share Application will be charged by the respective Participating Financial Institution.

### 16.6 Application and Acceptances

MIH acting on the authority of the Directors of EFB and/or the Offerors reserves the right not to accept any application which do not strictly comply with the instructions or to accept any application in part only without assigning any reason therefor.

THE SUBMISSION OF AN APPLICATION FORM DOES NOT NECESSARILY MEAN THAT THE APPLICATION WILL BE SUCCESSFUL.

ALL APPLICATIONS MUST BE FOR 100 ORDINARY SHARES OR MULTIPLES THEREOF.

#### 16. APPLICATION FOR SECURITIES (Cont'd)

In the event of an over-subscription, acceptance of applications shall be subject to ballot to be conducted in a manner as approved by the Directors of EFB and/or Offerors. Due consideration will be given to the desirability of distributing the ordinary shares to a reasonable number of applicants with a view to broadening the shareholding base of the Company and to establish an adequate market in the ordinary shares of the Company. To ensure compliance with the Public Shareholding Spread Requirements of the Main Board of the Bursa Securities LR, 25% of the listed share capital of the Company must be held by a minimum number of 1,000 public shareholders holding not less than 100 shares each at the point of listing. Applicants will be selected in a manner to be determined by the Directors of EFB and/or the Offerors.

In the event that the above requirement is not met pursuant to the Public Issue and the OFS, the Company may not be allowed to proceed with its Listing on the Main Board of Bursa Securities. In the event thereof, monies paid in respect of all Applications will be returned in full without interest if the said permission is not granted.

In the event of an under-subscription by the Malaysian public, the Public Issue Shares not applied for will be made available for subscription by the Underwriters in proportions stipulated in the Underwriting Agreement dated 31 January 2005. Any shares not subscribed by the eligible employees and directors of the EFB Group will be made available for application by the Malaysian public. The allocation of all excess securities will be made on fair and equitable basis.

WHERE AN APPLICATION IS NOT ACCEPTED OR ACCEPTED IN PART ONLY, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST TO THE APPLICANT WITHIN TEN (10) MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LISTS BY ORDINARY POST OR REGISTERED POST RESPECTIVELY TO THE APPLICANT'S ADDRESS REGISTERED WITH THE BURSA DEPOSITORY AT THE APPLICANT'S OWN RISK.

MIH RESERVES THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL BUMIPUTERA APPLICANTS AND PARTIALLY SUCCESSFUL APPLICANTS WHICH WOULD SUBSEQUENTLY BE REFUNDED IN FULL WITHOUT INTEREST TO THE APPLICANTS WITHIN TEN (10) MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LISTS BY REGISTERED POST TO THE APPLICANT'S ADDRESS LAST MAINTAINED WITH BURSA DEPOSITORY AT THE APPLICANT'S OWN RISK.

NO APPLICATION SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY REASON OF THE REMITTANCE BEING PRESENTED FOR PAYMENT.

#### 16.7 CDS Accounts

Pursuant to Section 14(1) of the Securities Industry (Central Depositories) Act, 1991, the Bursa Securities has prescribed the securities of EFB as Prescribed Securities. In consequence thereof, the shares issued/offered through this Prospectus will be deposited directly with Bursa Depository and any dealings in these shares will be carried out in accordance with aforesaid Act and Rules of Bursa Depository.

Pursuant to Section 29 of the Securities Industry (Central Depositories) Act 1991, all dealings in the ordinary shares of EFB will be by book entries through CDS Accounts. No share certificates will be issued to the successful applicants.

#### 16. APPLICATION FOR SECURITIES (Cont'd)

Only an applicant who has a CDS account can make an Application by way of Application Form. The applicant shall furnish his CDS account number in the space provided in the Application Form and he shall be deemed to have authorised Bursa Depository to disclose information pertaining to the CDS account to MIH or the Company. Where an applicant does not presently have a CDS account, he should open a CDS account at an ADA prior to making an Application for the EFB Shares. Failure to comply with these specific instructions as the Application Form requires or inaccuracy in the CDS account number arising from use of invalid, third party or nominee accounts, may result in the Application being rejected. If a successful applicant fails to state his CDS account number, MIH under the instruction of the Company will reject the application.

In the case of an application by way of Electronic Share Application, only applicant who has a CDS account can make an Electronic Share Application and the applicant shall furnish his CDS account number to the Participating Financial Institution by way of keying in his CDS account number if the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so.

Failure to comply with these specific instructions or inaccuracy in the CDS account number may result in the application being rejected. The Directors of the Company and/or the Offerors reserve the right to reject any incomplete and inaccurate application or those which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn. Applications may also be rejected if the applicants' particulars provided in the Applications Forms, or in the case of Electronic Share Applications, if the records of the Participating Financial Institutions at the time of making the Electronic Share Applications differ from those in Bursa Depository records, such as the identity card number, name and nationality.

#### 16.8 Notice of Allotment

Shares allotted to all successful applicants will be credited to their respective CDS Accounts. A notice of successful allotment will be despatched to the successful or partially successful applicant at his/her addresses last maintained with Bursa Depository at the applicant's own risk prior to the Listing of EFB. For Electronic Share Applications, the notice of allotment will be despatched to the successful applicant at his/her address last maintained with Bursa Depository at the applicant's own risk prior to the Listing of EFB. This is the only acknowledgement of acceptance of the application.

An applicant must inform Bursa Depository of his/her updated address promptly by adhering to the certain rules and regulation of Bursa Depository, failing which the notification letter on successful allotment shall be sent to the applicant's address last registered with Bursa Depository.

Applicants may also check the status of their application by logging on to the following website or by calling their respective ADAs at the telephone number as stated in Section 16.9 of this Prospectus or at the telephone numbers stated below between five (5) to ten (10) market days (during office hours only) after the balloting date:

MIH Enquiry Services

Tel: 03 – 26932075 (10 lines)

MIH Website

www.mih.com.my

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## 16. APPLICATION FOR SECURITIES (Cont'd)

#### 16.9 List of ADAs

A list of the ADAs and their respective Broker Codes are as follows:

Name	Address and Telephone Number	Broker Code	Name	Address and Telephone Number	Broker Code
KUALA LUMPUR					
AFFIN SECURITIES SDN BHD	Level 3, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No. 03-2143 8668	028-001	HWANG-DBS SECURITIES BERHAD	Suite 7-03, 7th Floor Suite 12-02 & Part of Suite 12-01 12th Floor, Menara Keck Seng 203 Jalan Bukit Bintang 55100 Kuala Lumpur Tel No. 03-2711 2775	068-014
AMSECURITIES SDN BHD	15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No. 03-2078 2788	086-001	JUPITER SECURITIES SON BHD	Lot 7th - 9th Floor Menara Olympia No. 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No. 03-2034 1888	055-001
AVENUE SECURITIES SDN BHD	Ground Floor & Level 1 THB Satu Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No.: 03-2095 1111	052-001	KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD	30th Floor The Weld Tower 76, Jalan Raja Chulan 50200 Kuala Lumpur Tel No.: 03-2020 1600	053-001
BIMB SECURITIES SDN BHD	1st & 2nd Floor Podium Block, Menara AMDB No. 1 Jalan Lumut 50400 Kuala Lumpur Tel No. 03-4043 3533	024-001	K & N KENANGA BHD	8th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No. 03-2164 9080	073-001
CIMB SECURITIES SDN BHD	9th Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel No. 03-2084 9999	065-001	KUALA LUMPUR CITY SECURITIES SDN BHD	No.8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No. 03-2166 7922	076-001
ECM LIBRA SECURITIES SDN BHD	Level 2, 3 & 15 Menara Olympia No.8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No. 03-2031 9900	099-001	KUALA LUMPUR CITY SECURITIES SDN BHD	Ground, 1st & 2nd Floor No. 33, Plaza Crystaville Jalan 23/70A, Desa Sri Hartamas 50480 Kuala Lumpur Tel No. 03-6203 3366	076-010
HLG SECURITIES SDN BHD	Level 5, Wisma Kia Peng No. 3, Jalan Kia Peng 50450 Kuala Lumpur Tel No.: 03-2168 1168	066-001	LEONG & COMPANY SDN BHD	Level 18, Wisma Cyclecarri 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No. 03-2692 8899	061-001
HWANG-DBS SECURITIES BERHAD	2nd Floor, Bangunan AHP No.2 Jalan Tun Mobd Fuad 3 Taman Tun Dr. Ismail 60000 Kuala Lumpur Tel No. 03-7710 6688	068-009	M & A SECURITIES SDN BHD	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel No. 03-2282 1820	057-002
INTER-PACIFIC SECURITIES SDN BHD	West Wing, Level 13 Berjaya Times Square No. 1, Jalan Imbi 55100 Kuala Lumpur Tel No. 03-2117 1888	054-001	MAYBAN SECURITIES SDN BHD	Level 5-13 Mayban Life Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No. 03-2297 8888	098-001

Name	Address and Telephone	Broker Code	Name	Address and Telephone Number	Broket Code
MERCURY SECURITIES SDN BHD	Lot 6-05, Level 6, Tower Block Menara Millenium 8, Jalan Damanlela Bukit Damansara 50490 Kuala Lumpur Tel No. 03-2094 2828	093-002	PB SECURITIES SDN BHD	27th Floor, Bangunan Public Bank No.6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No. 03-2031 3011	051-001
MIDF SISMA SECURITIES SON BHD	17th & 18 <sup>th</sup> Floor Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No.: 03-2166 8888	026-001	PM SECURITIES SDN BHD	Ground & 1st Floor MUI Plaza Jalan P.Ramlee 50250 Kuala Lumpur Tel No. 03-2146 3000	064-001
OSK SECURITIES BERHAD	10th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No. 03-2162 4388	056-001	RHB SECURITIES SDN BHD	Level 9, Tower One RHB Centre Jalan Tun Razak 50400 Kuala Lumpur Tel No. 03-9285 2233	087-001
OSK SECURITIES BERHAD	No. 62 & 64, Vista Magna Jalan Prima, Metro Prima 52100 Kuala Lumpur Tel No. 03-6257 5869	056-028	SIME SECURITIES SDN BHD	21st Floor, Bangunan SIME Bank 4,Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No. 03-2274 9288	097-001
OSK SECURITIES BERHAD	Ground Floor No. M3-A-7 & M3-A-8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel No. 03-4280 4798	056-054	TA SECURITIES HOLDINGS BERHAD	Floor 13, 15-18, 20,23,28-30, 34 & 35 Menara TA One 22, Jalan P. Ramlee 50250 Kuala Lumpur Tel No. 03-2072 1277	058-003
OSK SECURITIES BERHAD	Ground, 1st, 2nd & 3rd Floor No. 55, Zone J4 Jalan Radin Anum Bandar baru Seri Petaling 57000 Kuala Lumpur Tel No. 03-9058 7222	056-058			
SELANGOR					
AFFIN SECURITIES SDN BHD	2nd, 3rd & 4th Floor, Wisma Amsteel Securities No. 1, Lintang Pekan Baru, Off Jalan Meru 41050 Klang Selangor Tel No. 03-3343 9999	028-002	JF APEX SECURITIES BERHAD	6th Floor Menara Apex Off Jalan Semenyih Bukit Mewah 43000 Kajang Selangor Tel No. 03-8736 1118	079-001
HWANG-DBS SECURITIES BERHAD	16th, 18th-20th Floor, Plaza Masalam No. 2, Jalan Tengku Ampuan Zabedah E9/E, Section 9 40100 Shah Alam Selangor Tel No. 03-5513 3288	068-002	JF APEX SECURITIES BERHAD	15th & 16th Floor, Menara Choy Fook On No.1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Tel No. 03-7620 1118	079-002
HWANG-DBS SECURITIES BERHAD	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No. 7, Jalan SS16/1 47500 Subang Jaya Selangor Tel No. 03-5635 6688	068-010	K&N KENANGA BHD	13th Floor, Menara Yayasan Selangor No. 18A, Jalan Persiaran Barat Off Jalan Persiaran Timur 46000 Petaling Jaya, Selangor Tel No. 03-7956 2169	073-005

Name	Address and Telephone	Broker Code	Name	Address and Telephone Number	Broker Code
K&N KENANGA BHD	1st Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Tel No. 03-8024 1682	073-006	OSK SECURITIES BERHAD	Ground & 1st Floor 15, Jalan Bandar Rawang 4 48000 Rawang Selangor Tel No. 03-6092 8916	056-047
K&N KENANGA BHD	Room 7.02 Level 7 Menara ING Intan Millenium Square No. 68 Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Tel No. 03-3005 7550	073-007	OSK SECURITIES BERHAD	Ground & Mezzanine Floor 87 & 89, Jalan Susur Pusat Perniagaan NBC Batu 1 1/2, Jalan Meru 41050 Klang Selangor Tel No. 03-3343 9180	056-048
SBB SECURITIES SDN BHD	1st, 2nd & 3rd Floor Plaza Damansara Utama No. 2, Jalan SS21/60 Damansara Utama 47400 Petaling Jaya Selangor Tel No. 03-7729 7345	090-002	PM SECURITIES SDN BHD	No 157 & 159 Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Tel No. 03-8070 0773	064-003
OSK SECURITIES BERHAD	24, 24M, 24A, 26M, 28M & 28A Jalan SS 2/63 47300 Petaling Jaya Selangor Tel No. 03-7873 6366	056-011	PM SECURITIES SDN BHD	No 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Tel No. 03-3341 5300	064-007
OSK SECURITIES BERHAD	37, Jalan Semenyih 43000 Kajang Selangor Tel No.: 03-8736 3378	056-045	SJ SECURITIES SDN BHD	Level 3, Holiday Villa 9, Jalan SS12/1,Subang Jaya 47500 Petaling Jaya Selangor Tel No. 03-5634 0202	096-001
MELAKA					
MALACCA SECURITIES SDN BHD	No.1, 3 & 5, Jalan PPM9 Plaza Pandan Malim (Business Park) Balai Panjang P.O Box. 248 75250 Melaka Tel No. 06-337 1533	012-001	PM SECURITIES SDN BHD	No. 11 & 13, Jalan PM 2 Plaza Mahkota 75000 Melaka Tel No. 06-286 6008	064-006
OSK SECURITIES BERHAD	580 & 581 Taman Melaka Raya 75000 Melaka Tel No. 06-282 5211	056-003	RHB SECURITIES SDN BHD	Lot 9 & 10, 1st Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel No. 06-283 3622	087-002
PULAU PINANG					
A.A. ANTHONY SECURITIES SDN BHD	No 41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel No. 04-229 9318	078-002	ECM LIBRA SECURITIES SDN BHD	7thloor, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No. 04-228 3355	099-002
AVENUE SECURITIES SDN BHD	No.111, Jalan Macalister 10400 Pulau Pinang Tel No. 04-228 1868	052-003	HWANG-DBS SECURITIES BERHAD	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang, 60, Green Hall 10200 Pulau Pinang Tel No. 04-263 6996	068-001

Name	Address and Telephone Number	Broker Code	Name	Address and Telephone Number	Broker Code
HWANG-DBS SECURITIES BERHAD	Ground, 1st & 2nd Floor, 1620 & 1621, Jalan Permatang Batu, Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No. 04-537 2882	068-006	OSK SECURITIES BERHAD	No. 834, Jalan Besar Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel No. 04-583 1888	056-032
K&N KENANGA BHD	Lot 1.02, Level 1 Manara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No. 04-210 6666	073-013	OSK SECURITIES BERHAD	Ground & 1st Floor, No. 15-G-5, 15-G-6, 15-1-5 & 15- 1-6 Medan Kampung Relau (Bayan Point) 11950 Pulau pinang Tel No. 04-640 4888	056-042
MERCURY SECURITIES SDN BHD	Ground, 1st, 2nd & 3rd Floor, Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Perai Pulau Pinang Tel No. 04-332 2123	093-001	PM SECURITIES SDN. BHD.	Level 25, Menara BHL 51, Jalan Sultan Ahmad Shah, 10050 Pulau pinang Tel No. 04-2273000	064-004
OSK SECURITIES BERHAD	64 Bishop Street 20F & 20G Penang Street 10200 Pulau Pinang Tel No. 04-263 4222	056-004	THONG & KAY HIAN SECURITIES SDN BHD	Level 5 & 6, Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No. 04-263 5481	070-001
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 2677, Jalan Chain Ferry Taman Inderawasih 13600 Prai Pulai Pinang Tel No. 04-390 0022	056-005	UT SECURITIES SDN BHD	6th, 10th & 12th Floor Bangunan Mayban Trust 3, Penang Street 10200 Pulau Pinang Tel No. 04-262 6644	059-001
OSK SECURITIES BERHAD	11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No. 04-540 2888	056-015			
PERAK					
AVENUE SECURITIES SDN BHD	No. 63, Persiaran Greenhill 30450 Ipoh Perak Tel No. 05-2422828	052-002	OSK SECURITIES BERHAD	No. 23 & 25, Jalan Lumut 32000 Sitiawan Perak Tel No. 05-692 1228	056-016
HWANG-DBS SECURITIES BERHAD	No. 21, Jalan Stesen 34000 Taiping Perak Tel No. 05-806 0888	068-003	OSK SECURITIES BERHAD	28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Tel No. 05-723 1888	056-018
HWANG-DBS SECURITIES BERHAD	Ground & 1st Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Tel No. 05-255 9988	068-015	OSK SECURITIES BERHAD	Ground Floor No. 40, 42 & 44, Jalan Berek 34000 Taiping Perak Tel No. 05-808 8229	056-034

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KUALA LUMPUR CITY SECURITIES SDN BHD	Address and Telephone Number No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Tel No. 05-691 0910	Broker Code 076-008	Name OSK SECURITIES BERHAD	Address and Telephone Number  No. 72, Ground Floor Jalan Idris 31900 Kampar Perak Tel No. 05-467 1801	Broker Code 056-044
M&A SECURITIES SDN BHD	M&A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Tel No. 05-241 9800	057-001	OSK SECURITIES BERHAD	Ground & 1st Floor No. 181, Jalan Besar 31100 Sungai Siput Perak Tel No. 05-595 1001	056-049
MAYBAN SECURITIES SDN BHD	55, 57 & 63, Persiaran Greenhill, 30450 Ipoh Perak Tel No. 05-255 8233	098-002	OSK SECURITIES BERHAD	Ground Floor No. 2, Jalan Wawasan 4 Taman Wawasan 34200 Parit Buntar Perak Tel No. 05-717 0888	056-052
OSK SECURITIES BERHAD	21-25, Jalan Seenivasagam Greentown 30450 Ipoh Perak Tel No. 05-241 5100	056-002	SBB SECURITIES SDN BHD	51-53, Persiaran Greenhill 30450 Ipoh Perak Tel No. 05-253 0888	090-001
OSK SECURITIES BERHAD	Ground & 1st Floor No. 17, Jalan Intan 2 Bandar Baru 36000 Tekuk Intan Perak Tel No. 05-623 6498	056-014	TA SECURITIES HOLDINGS BERHAD	Ground, 1st & 2nd Floor, Plaza Teh Teng Seng 227, Jalan Kampar 30250 Ipoh Perak Tel No. 05-253 1313	058-001
NEGERI SEMBILAN					
HWANG-DBS SECURITIES BERHAD	Ground & 1st Floor 105, 107 & 109 Jalan Yam Tuan 70000 Seremban Negeri Sembilan Tel No. 06-761 2288	068-007	OSK SECURITIES BERHAD	1st & 2nd Floor, No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 72100 Bahau Negeri Sembilan Tel No. 06-455 3011	056-040
HWANG-DBS SECURITIES BERHAD	No.6, Upper Level, Jalan Mahligai 72100 Bahau Negeri Sembilan Tel No. 06-455 3188	068-013	OSK SECURITIES BERHAD	Ground & Mezzanine Floor No. 346 & 347, Batu ½, Jalan Pantai 71000 Port Dickson Negeri Sembilan Tel No. 06-646 1234	056-046
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Tel No. 06-764 1641	056-024	PM SECURITIES SDN BHD	1st, 2nd & 3rd Floor, 19-21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Tel No. 06-762 3131	064-002
OSK SECURITIES BERHAD	1st Floor, No. 3601, Jalan Besar 73000 Tampin Negeri Sembilan Tel No. 06-442 1000	056-037			

Name JOHOR	Address and Telephone Number	Broker Code	Name	Address and Telephone Number	Broker Code
A.A. ANTHONY SECURITIES SDN BHD	Suite 8.2, Level 8, Menara Sarawak Enterprise No.5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Tel No. 07-333 2000	078-001	OSK SECURITIES BERHAD	Ground Floor, 17, Jalan Delima Pusat Perdagangan Pontian 82000 Pontian Johor Tel No. 07-686 8018	056-023
AMSECURITIES SDN BHD	2nd and 3rd Floor, Penggaram Complex 1 Jalan Abdul Rahman 83000 Batu Pahat Johor Tel No. 07-434 2282	086-002	OSK SECURITIES BERHAD	Ground & 1st Floor No. 19, Jalan Pesta 1-1 Taman Tun Dr. Ismail 1 Jalan Bakri 84000 Muar Johor Tel No. 07-953 8262	056-025
AVENUE SECURITIES SDN BHD	No.57, 59 & 61 Jalan Ali 84000 Muar Johor Tel No.: 07-953 2222	052-004	OSK SECURITIES BERHAD	Ground & 1st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor	056-029
ENG SECURITIES SDN BHD	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Tel No. 07-223 1211	081-001	OSK SECURITIES BERHAD	Tel No. 07-557 7628 Ground, 1st & 2nd Floor No. 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Johor Bahru Johor	056-035
HWANG-DBS SECURITIES BERHAD	Level 7Johor Bahru City Square (Office Tower) 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Tel No. 07-222 2692	068-004	OSK SECURITIES BERHAD	Tel No. 07-352 2293 Ground & 1st Floor No. 1 & 1-01 Jalan Rosmerah 2/11 Taman Johor Jaya 81100 Johor Bahru Johor Tel No. 07-352 2293	056-043
K & N KENANGA BHD	Level 2, Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Tel No. 07-333 3600	073-004	OSK SECURITIES BERHAD	Ground Floor, No. 7, Jalan Jaya 81900 Kota Tinggi Johor Tel No. 07-882 2018	056-036
K & N KENANGA BHD	No.31, Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Tel No. 06-954 2711	073-008	OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Tel No. 06-978 7180	056-038
K & N KENANGA BHD	No.34, Jalan Genuang 85000 Segamat Johor Teł No. 07-933 3515	073-009	OSK SECURITIES BERHAD	1st Floor, No. 2 & 4, Jalan Makmur, Taman Sri Aman 85300 Labis Johor Tel No. 07-925 6881	056-039
K & N KENANGA BHD	No.33 & 35, (Ground & 1st Floor A & B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Tel No. 07-777 1161	073-010	OSK SECURITIES BERHAD	Ground & 1st Floor No.28, Jalan Tengku Ahmad 85000 Segamat Johor Tel No. 07-932 1543	056-030
K & N KENANGA BHD	No. 4, Jalan Dataran 1 Taman Bandar Tangkak 84900 Tangkak Johor Tel No. 06-978 2292	073-011	OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No.17, Jalan Manggis 86000 Kluang Johor Tel No. 07-776 9655	056-031

Name KUALA LUMPUR CITY SECURITIES SDN BHD	Address and Telephone Number No 46 & 48 Jalan Dato Kapten Ahmad 86000 Kluang Johor Tel No.: 07-771 7922	Broker Cour. 076-006	Name OSK SECURITIES BERHAD	240 & 240A, Jalan Besar 83700 Yong Peng Johor Tel No. 07-467 5388	Broker Code 056-033
OSK SECURITIES BERHAD	Unit 27-01 to 27-08 Level 27 Menara Landmark No.12, Jalan Ngee Heng 80000 Johor Bahru Johor Tel No. 07-221 2233	056-006	PM SECURITIES SDN BHD	Suite 5.1, Level 5, Menara Pelangi, Jalan KuningTaman Pelangi 80400 Johor Bahru Johor Tel No.: 07-278 1813	064-005
OSK SECURITIES BERHAD	53, 53-A & 53-B, Jalan Sultanah 83000 Batu Pahat Johor Tel No. 07-438 0288	056-009			
PAHANG					
KUALA LUMPUR CITY SECURITIES SDN BHID	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Berserah 25300 Kuantan Pahang Tel No. 09-566 0800	076-002	OSK SECURITIES BERHAD	Ground Floor, No. 43, Jalan Bunga Tanjung 28400 Mentakab Pahang Tel No. 09-277 1541	056-026
OSK SECURITIES BERHAD	A27 & A29 Lorong Tun Ismail 9 Seri Dagangan Kuantan Business Centre 25000 Kuantan Pahang Tel No. 09-516 3811	056-007	OSK SECURITIES BERHAD	Ground Floor, No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Tel No. 09-491 4913	056-041
OSK SECURITIES BERHAD	Ground Floor, 98 Jalan Pasdec 28700 Bentong Pahang Tel No. 09-223 4943	056-022			
PERLIS					
KUALA LUMPUR CITY SECURITIES SDN BHD	2nd Floor, Podium Block, Bangunan KWSP 01000 Kangar Perlis Tel No. 04-976 5200	076-003			
KEDAH					
HWANG DBS SECURITIES BERHAD	No.70 A, B, C, Jalan Mawar I Taman Pekan Baru 08000 Sungai Petani Kedah Tel No. 04-425 6666	068-011	OSK SECURITIES BERHAD	No.35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Tel No. 04-496 4888	056-019
KUALA LUMPUR CITY SECURITIES SDN BHD	2nd Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Tel No. 04-731 7088	076-004	OSK SECURITIES BERHAD	Ground & 1st Floor 215-A & 215-B, Medan Putra, Jalan Putra 05150 Alor Setar Kedah Tel No. 04-720 9888	056-021

Name OSK SECURITIES BERHAD	Address and Telephone Number Ground Floor, Swiss Inn Hotel No.1, Jalan Pahlawan 08000 Sungai Petani Kedah Tel No. 04-420 4888	Broker Code 056-017	Name	Address and Telephone Number	Broker Code
TERENGGANU					
FA SECURITIES SDN BHD	No.51 & 51A Ground, Mezzanine & 1st Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Tel No. 09-623 8128	021-001	OSK SECURITIES BERHAD	31A, Ground Floor 31A & 31B, 1st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Tel No. 09-626 1816	056-055
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 1D, Ground & Mezzanine No. 1E, Ground, Mezzanine, 1st & 2nd Floor, Jalan Air Jerneh 20300 Kuala Terengganu Terengganu Tel No. 09-631 7922	076-009	PTB SECURITIES SDN BHD	1st, 2nd & 3rd Floor No. 61, Jalan Sultan Ismail, Peti Surat 151 Pejabat Pos Besar 20700 Kuala Terengganu Terengganu Tel No. 09-623 5546	025-001
OSK SECURITIES BERHAD	Ground Floor 9651 Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Tel No. 09-858 3109	056-027			
KELANTAN					
KUALA LUMPUR CITY SECURITIES SDN BHD	Lot 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Tel No. 09-743 2588	076-007	TA SECURITIES HOLDINGS BERHAD	298 Jalan Tok Hakim 15000 Kota Bharu Kelantan Tel No. 09-743 2288	058-004
OSK SECURITIES BERHAD	No. 3953-H (Ground & 1st Floor) Jalan Kebun Sultan 15350 Kota Bharu Kelantan Tel No. 09-743 0077	056-020			
SABAH					
HWANG-DBS SECURITIES BERHAD	Room Nos 106-109, Mezzanine Floor Room Nos 207-212, 2nd Floor Gaya Centre Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel No. 088-311 688	068-008			
INNOSABAH SECURITIES BERHAD	11, Equity House, Block K Sadong Jaya, Karamunsing 88100 Kota Kinabalu Sabah Tel No. 088-234 090	020-001	OSK SECURITIES BERHAD	5th Floor, Wisma BSN Sabah Jalan Kemajuan, Karamunsing 88000 Kota Kinabalu Sabah Tel No. 088-269 788	056-010

Name	Address and Telephone Number	Broker Code	Name	Address and Telephone Number	Broker Code
KUALA LUMPUR CITY SECURITIES SDN BHD	Suite 1-9E1 9th Floor CPS Tower No 1 Jalan Centre Point 88000 Kota Kinabalu Sabah Tel No. 088-253 922	076-005	OSK SECURITIES BERHAD	Ground Floor Block 2, Lot 4 & Lot 5 Bandar Indah Mile 4, North Road 91000 Sandakan Sabah Tel No.: 089-222 275	056-057
			OSK SECURITIES BERHAD	1st Floor, TB-3338 Wisma Jin Ho, Town Extension No. 2 Jalan St Patrick 91008 Tawau Sabah Tel No. 089-779 815	056-056
SARAWAK					
HWANG-DBS SECURITIES BERHAD	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel No. 082-236 999	068-005	OSK SECURITIES BERHAD	Ground Floor No. 10 Jalan Bersatu 96100 Sarikei Sarawak Tel No. 084-654 100	056-050
HWANG-DBS SECURITIES BERHAD	192, Bintulu Parkeity Commercee Square Lot 3478, Bintulu Town District 97000 Bintulu Sarawak Tel No. 086-330 008	068-016	OSK SECURITIES BERHAD	Ground Floor No. 11 Lorong Maju 96500 Bintangor Sarawak Tel No. 084-693 100	056-051
K & N KENANGA BHD	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel No. 082-338 000	073-003	OSK SECURITIES BERHAD	101 & 102, Pusat Pedada, Jalan Pedada 96000 Sibu, Sarawak Tel No. 084-329 100	056-013
K & N KENANGA BHD	Lot 2465 Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel No. 085-435 577	073-002	OSK SECURITIES BERHAD	Ground Floor No. 177, Taman Sri Dagang 97000 Bintulu Sarawak Tel. No. 086-311 770	056-053
K & N KENANGA BHD	Ground & 1st Floor No. 11-12, Lorong Kampung Datu 3 96000 Sibu Sarawak Tel No. 084-313 855	073-012	OSK SECURITIES BERHAD	No. 299, Ground & 1st Floor Lot 373, Jalan Serian-By-Pass Serian Town District 94700 Serian Sarawak Tel No. 082-872 118	056-059
OSK SECURITIES BERHAD	Ground Floor, Wisma Chinese Chambers Lot 357, Section 47 KTLD, Jalan Bukit Mata Kuching 93100 Kuching, Sarawak Tel No. 082-422 252	056-008	OSK SECURITIES BERHAD	Ground & 1st Floor Lot 1085, Jalan Buangsiol 98700 Limbang Sarawak Tel No. 085-213 188	056-060

#### APPLICATION FOR SECURITIES (Cont'd) 16.

Name

Address and Telephone Number

Broker Code 056-012

065-002

Name

Address and Telephone Number

Broker Code 058-002

OSK SECURITIES BERHAD

Lot 1168, Ground Floor, Wisma Interhill Miri Waterfront Commercial

Centre 98008 Miri, Sarawak

Tel No. 085-422 788

TA SECURITIES HOLDINGS BERHAD

12 G, H & I, Jalan Kampung Datu 96000 Sibu

Sarawak Tel No. 084-319 998

WILAYAH PERSEKUTUAN LABUAN

CIMB

SECURITIES SDN

Unit 7A, Level 7

Main Office Tower, Financial Park Labuan

Jalan Merdeka

87000 Wilayah Persekutuan

Labuan

Tel No. 087-451 666

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