
14. FURTHER INFORMATION

SHARE CAPITAL

1. No Shares will be allotted on the basis of this Prospectus later than six(6) months after the date of this Prospectus.
2. There are no founder, management or deferred shares in the Company.
3. There is only one class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
4. A Director is not required to hold any qualification share in the Company.

ARTICLES OF ASSOCIATION

5. Transfer of Securities

The provisions in the Company's Articles of Association, the Second Board Listing Requirements of the KLSE, the Companies Act, 1965 and the Rules of the MCD in respect of the arrangements for transfer of securities and restrictions on their free transferability are as follows:-

5.1 Articles of Association of the Company

Article 42

Subject to these Articles, the Act, the Central Depositories Act and the Rules (with respect to transfer of deposited security), shares in the Company shall be transferable but every transfer be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding sections 103 and 104 of the Companies Act, 1965, but subject to subsection 107C(2) of the Companies Act, 1965 and any exemption that may be made from the compliance with subsection 107C(1) of the Companies Act, 1965, the Company shall be precluded from registering and effecting any transfer of securities.

Article 44

Subject to these Articles, the Act, the Central Depositories Act and the Rules (with respect to transfer of deposited security), the Directors may decline to register any transfer of shares which are not fully paid. The registration of any transfer shall be suspended when the register of transfers and the Register is closed under Article 50.

Article 46

There shall be no restriction on the transfer of fully paid securities except where required by law.

Article 48

No share shall be transferred to any partnership or unincorporated association or body, minor, bankrupt or person of unsound mind.

14. FURTHER INFORMATION... cont'd

5.2 Second Board Listing Requirements**Section 9.5(A) - Transfer of Securities**

The transfer of any securities or class of securities of the company which have been deposited with the Central Depository, shall be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding sections 103 and 104 of the Companies Act, 1965, but subject to section 107C of the Companies Act, 1965 and any exemption that may be made from compliance with section 107C of the Companies Act, 1965, the Company shall be precluded from registering and effecting any transfer of such securities.

Section 9.5(B) - Transmission of securities from Foreign Register

(1) Where:-

- (a) the securities of a company are listed on an Approved Market Place; and
- (b) such company is exempted from compliance with section 14 of the Securities Industry (Central Depositories) Act, 1991 or section 29 of the Securities Industry (Central Depositories) (Amendment Act), 1998, as the case may be, under the Rules of the Central Depository in respect of such securities,

such company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of 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.
- (2) For the avoidance of doubt, no company which fulfills the requirements of paragraphs (a) and (b) of clause 9.5B(1) shall allow any transmission of securities from the Malaysian Register in to the Foreign Register.

5.3 Companies Act, 1965**Section 103 (1)**

Notwithstanding anything in its articles a company shall not register a transfer of shares or debentures unless a proper instrument of transfer in the prescribed form has been delivered to the company, but this subsection shall not prejudice any power to register as a shareholder or debenture holder any person to whom the right to any shares in or debentures in the company has been transmitted by operation of law.

14. FURTHER INFORMATION... cont'd

Section 103 (1A)

Nothing in this section shall be construed as affecting the validity of any instrument which would be effective to transfer shares or debentures apart from this section; and any instrument purporting to be made in any form which was common or usual in use, or in any form authorised or required for that purpose apart from this section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

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

Section 107C (1)

On or after the coming into operation this section, the transfer of any securities or class of securities of a company whose securities or any class of whose securities have been deposited with a central depository shall be by way of book entry by the central depository in accordance with the rules of the central depository and, notwithstanding sections 103 and 104, such company shall be precluded from registering and effecting any transfer of securities or class of securities which have been deposited.

Section 107C (2)

Subsection (1) shall not apply to a transfer of securities to a central depository or its nominee company.

5.4 *Rules of the MCD*

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

Rule 8.01 (2)

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

Rule 8.05A

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

14. FURTHER INFORMATION... cont'd

Rule 9.03(2)

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

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

6. Remuneration of Director

The provisions in the Company’s Articles of Association in respect of remuneration of the Directors are as follows:-

Article 114

The fees of the Directors shall from time to time be determined by the Company in General Meeting but the remuneration of the executive Directors shall from time to time be determined by the Board of Directors. The fees payable to the Directors shall not be increased except pursuant to a resolution passed at the General Meeting when notice of the proposed increase has been given in the notice convening the meeting. The fees payable to non-executive Directors’ shall be a fixed sum and not by a commission on or percentage of profits or turnover and the remuneration payable to executive Directors may not include a commission on or percentage of turnover. Any fee paid to an alternate Director shall be agreed between him and his Appointor and shall be deducted from his appointor’s remuneration.

14. FURTHER INFORMATION... cont'd

Article 115

The Directors may be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of Directors or general or other meetings of the Company or in connection with the business of the Company.

Article 116

The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:-

- (1) render any special or extra services to the Company; or
- (2) to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.

Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits, or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover.

Article 145

- (1) A managing director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, commission, or participation in profits or partly in one way and partly in another) as the directors may determine but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

7. Voting and Borrowing Powers of Directors

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

Article 128

The Directors may exercise all the powers of the Company to borrow any sum or sums of money from any person, bank, firm or company and to mortgage or charge its undertaking, property and uncalled capital, and any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, or its wholly owned subsidiaries or of any related corporation. The Directors may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon with power to the Directors to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and asset of the Company or otherwise. The Directors may exercise all the powers of the Company to guarantee and give guarantees or indemnities for the payment of money, the performance of contracts or obligations or for the benefit or interest of the Company or of any subsidiary corporation.

14. FURTHER INFORMATION... cont'd

Article 129

The Directors shall not borrow any money or mortgage or charge any of the Company's or its 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 147

Subject to these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall (subject to Article 150) not have a second or casting vote.

Article 150

When 2 Directors form a quorum, the Chairman of a meeting at which only such a quorum is present, or at which only 2 Directors are competent to vote in the question at issue shall not have a casting vote.

Article 154

Except as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract, proposed contract, arrangement or other matter in which he has, directly or indirectly, a personal interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

- (1) any arrangement for giving him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its Subsidiaries;
- (2) 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 or any of its Subsidiaries for which he has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of a security.

A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

8. Changes in Capital or Variation of Class Rights

The provisions in the Company's Articles of Association as to changes in capital or variation of class rights, which are stringent as those provided in the Companies Act, 1965 are as follows:-

14. FURTHER INFORMATION... cont'd

Article 11

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may (subject to Sections 55 and 65 of the Act and whether or not the Company is being wound up) be varied or abrogated with:

- (1) the consent in writing of the holders of three-fourths of the issued shares of that class; or
- (2) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be 2 persons at least holding or representing by proxy one-third of the issued shares of the class (but so that if at any adjourned meeting of such holders, a quorum is not present, the holders present, shall form a quorum), and any holder of shares of the class present in person or by proxy may demand a poll.

Article 12

Subject to Section 65 of the Act, the rights attached to any class shall not (unless otherwise provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking in any respect *pari passu* with that class.

Article 15

Subject to the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or as the Directors (subject to being duly authorised to do so by an ordinary resolution of the Company) may determine.

DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

9. The names, addresses and occupation of the Directors are set out in Section 2 of this Prospectus.
10. No Director, senior executive officer or person nominated to become a Director or senior executive officer is or was involved in the following events:-
 - a) a petition under bankruptcy laws filed against such person or any partnership in which he was or is a partner or any corporation of which he was or is an executive officer;
 - b) a conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - c) the subject of any order, judgement or ruling of any court, tribunal or governmental body of competent jurisdiction permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution or engaging in any type of business activity or practice.

14. FURTHER INFORMATION... cont'd

11. There are no existing or proposed service contracts between the Directors and the Company or its subsidiaries excluding contracts expiring or determinable by the employing company without payment or compensation (other than statutory compensation) within one year.
12. For the financial year ended 31 December 1999, the remuneration paid to the Directors of the Company and its subsidiaries was RM1.1 million. For the current financial year ending 31 December 2000, the estimated remuneration payable to the Directors is approximately RM1.3 million.
13. According to the Register of Directors of UT as at 31 May 2000, the beneficial interests of the Directors in the shares of the Company are as follows:-

	BEFORE THE IPO				AFTER THE IPO			
	No. of Shares held		% shareholding		No. of Shares held		% shareholding	
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect
Dato' Haji Abdul Rashid Bin Ngah	-	-	-	-	#10,000	-	0.02	-
Kao De Tsan	3,696,000	*15,343,998	10.87	45.13	#10,000	*15,343,998	0.02	38.36
Kao Te Pei	1,584,000	**6,576,000	4.66	19.34	#10,000	**6,576,000	0.02	16.44
Dato' Haji Alwi @ Ali Bin Muhamad	-	-	-	-	#10,000	-	0.02	-
Dato' Fang Chok Seong	1	-	-	-	#10,001	-	0.02	-
Kao Chi-Kun	-	-	-	-	#10,000	-	0.02	-
Huang, Teng-Yen	-	-	-	-	#10,000	-	0.02	-
Lim Kee Nam	1	-	-	-	#10,001	-	0.02	-
Kao Wang, Ying-Ying (<i>alternate Director to Huang, Teng-Yen</i>)	-	-	-	-	-	-	-	-
Chang, Shin-Fang (<i>alternate Director to Kao Chi-Kun</i>)	-	-	-	-	-	-	-	-
Alias bin Jaafar (<i>alternate Director to Dato' Haji Abdul Rashid bin Ngah</i>)	-	-	-	-	-	-	-	-
Mat Zaid bin Ibrahim (<i>alternate Director to Dato' Haji Alwi @ Ali bin Muhamad</i>)	-	-	-	-	-	-	-	-

* By virtue of his substantial interest in EIL

** By virtue of his substantial interest in IWL

Includes shares to be allocated pursuant to pink form allocation

14. According to the Register of Substantial Shareholders of UT as at 31 May 2000, (being the last practicable date prior to the printing of the Prospectus) the substantial shareholders of UT and their respective direct and indirect interests in the shares of the Company are as follows:-

	BEFORE THE IPO				AFTER THE IPO			
	No. of Shares held		% shareholding		No. of Shares held		% shareholding	
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect
YIT	6,800,000	-	20.00	-	@ 8,000,000	-	20.00	-
Kao De Tsan	3,696,000	*15,343,998	10.87	45.13	#10,000	*15,343,998	0.02	38.36
Kao Te Pei	1,584,000	**6,576,000	4.66	19.34	#10,000	**6,576,000	0.02	16.44
EIL	15,343,998	-	45.13	-	15,343,998	-	38.36	-
IWL	6,576,000	-	19.34	-	6,576,000	-	16.44	-

@ This includes 1,200,000 Offer Shares allocated to YIT

* By virtue of his substantial interest in EIL

** By virtue of his substantial interest in IWL

Includes shares to be allocated pursuant to pink form allocation

14. FURTHER INFORMATION... cont'd**Information on YIT**

YIT is an Islamic Foundation is wholly-owned by the Trengganu State Government. It was established for the purposes of aiding the Majlis Ugama Islam Trengganu and promoting Islam.

The members of YIT's Board of Trustees are as follows:-

	Direct		Indirect	
	No. of shares	%	No. of shares	%
YAB Menteri Besar, Terengganu (Tuan Guru Haji Abdul Hadi bin Haji Awang)	-	-	-	-
YB Setiausaha Kerajaan Terengganu YB Dato' Senara Muda (YB Dato' Haji Mazlan bin Hashim)	-	-	-	-
YBM Pegawai Kewangan Negeri Terengganu (YBM Dato' Ku Abd. Azah bin Syed Alwee)	-	-	-	-
Yang Dipertua Majlis Agama Islam & Adat Melayu Terengganu	-	-	-	-
YB Haji Harun bin Taib	-	-	-	-
YB Haji Abu Bakar bin Chik	-	-	-	-
YBhg Tuan Haji Zawawi bin Ali	-	-	-	-
YBhg Prof Madya Dr Kamaruzzaman bin Yusof	-	-	-	-
Pengarah Yayasan Islam Terengganu (YBhg Dr Abdullah bin Abu Bakar)	-	-	-	-

Information on EIL

EIL is an investment holding company. The directors and substantial shareholders of EIL and their shareholdings are as follows:-

	Direct		Indirect	
	No. of shares	%	No. of shares	%
Kao De Tsan	1,000	100.00	-	-
Kao Wang, Ying Ying	-	-	-	-

Information on IWL

IWL is an investment holding company. The directors and substantial shareholders of IWL and their shareholdings are as follows:-

	Direct		Indirect	
	No. of shares	%	No. of shares	%
Kao Te Pei	1,000	100.00	-	-
Chang, Shin-Fang	-	-	-	-

Information on the Offerors

Name	Address	Nationality	Occupation
Kao De Tsan	3-E Jalan Tunku Abdul Rahman 10350 Penang	Taiwanese	Company Director
Kao Te Pei	47-2-2 Gurney Ville Jalan Cantonment 10250 Penang	Taiwanese	Company Director

14. FURTHER INFORMATION... cont'd

15. None of the Directors or substantial beneficial shareholders of the Company and its subsidiaries has any interest, direct or indirect, in any business carrying on a similar trade as the Company and which is not quoted on a recognised stock exchange.
16. Save as disclosed in Section 7.2 of this Prospectus, no Director has any interest, direct or indirect, in the promotion of or in any assets which have, within the two(2) preceding years of the date of this Prospectus been acquired or disposed of by or leased to the Company or any of its subsidiaries, or are proposed to be acquired, disposed of by or leased to the Company or any of its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Group.

GENERAL

17. The nature of the Company's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 are set out in Section 7.4 of this Prospectus. Other than mentioned in this Section of this Prospectus, the details of corporations deemed related to the company by virtue of Section 6 of the Company Act 1965 are as follows:-

Company	Relationship	Authorised Share Capital (USD)	Issued & Fully Paid-up Share Capital (USD)	Place & Date of Incorporation	Principal Activities
IWL	IWL will hold 16.4% equity interest in UT after IPO	50,000	1,000	18 March 1999 British Virgin Islands	Investment Holding
EIL	EIL will hold 38.4% equity interest in UT after IPO	50,000	1,000	18 March 1999 British Virgin Islands	Investment Holding

18. The time of the opening of the Application List is set out in Section 15 of this Prospectus.
19. The amount payable in full on application to the Company/Offerors is RM4.80 per Share.
20. As at the date of this Prospectus, no person including directors has been or is entitled to be given an option or agree conditionally or unconditionally to be put under option to subscribe for any shares, stocks, or debentures of the Company or any of its subsidiaries.
21. Save as disclosed in this Prospectus, no Shares or debentures of the Company or any of its subsidiaries have been issued or proposed to be issued as fully or partly paid-up for cash or otherwise than in cash within the two(2) preceding years of the date of this Prospectus.
22. As at the date of this Prospectus, neither the Company nor its subsidiaries have any outstanding convertible debt securities.

14. FURTHER INFORMATION... cont'd

23. a) Underwriting commission is payable by the Company and Offerors at 2.25% of the IPO price of RM4.80 per Share for shares allocated to the Malaysian public and 1.75% of the IPO price of RM4.80 per Share for shares allocated to the Directors and employees of the UT Group;
- b) Brokerage will be paid at the rate of 1.00% of the IPO price of RM4.80 per Share to the parties in the circumstances specified in Section 5.7 of this Prospectus; and
- c) Fees incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the Second Board of the KLSE amounting to RM1.8 million will be borne by the Company. The Offerors shall bear all expenses such as stamp duty, brokerage, underwriting commission, registration and transfer fees if any, relating to the Offer Shares.
24. No commission, discount, brokerages or other special terms have been paid or granted within the two preceding years of the date of this Prospectus or is payable by the Company or its subsidiaries within the two(2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any ordinary shares in or debentures of the Company or its subsidiaries and no Director or proposed Director or promoter or expert is entitled to receive any such payment.
25. No amount or benefit has been paid or given within the two(2) years preceding the date hereof, nor is it intended to be paid or given, to any promoter.
26. The name and address of the Auditors are set out in Section 2 of this Prospectus.
27. The Directors of the Company and its subsidiary companies 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.
28. Saved as disclosed in Section 3 of this Prospectus, the Directors of the Company are of the view that the financial conditions and operations of the Company and its subsidiary companies are not affected by any of the following:-
- a) Known trends or known demands, commitments, events or uncertainties that will result in or are reasonable likely to result in the Company's liquidity increasing or decreasing in any material way;
- b) Material commitments for capital expenditure;
- c) Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations;
- d) Known trends or uncertainties that have had or that the Company reasonably expects will have a material favorable or unfavorable impact on revenues or operating income;
- e) substantial increase in revenue attributable to increase in prices or increase in volume or amount of goods or services being sold or to the introduction of new products or services.
29. Save for the Rights Issue and Public Issue pursuant to this Prospectus, 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.

14. FURTHER INFORMATION... cont'd

30. During the last financial year and the current financial year, there were:-
- a) no public takeover offers by third parties in respect of the Company's shares; and
 - b) no public takeover offers by the Company in respect of other companies' shares.
31. Other than the 1,765,000 Shares reserved for Directors and eligible employees of UT Group pursuant to this Prospectus, there are at present no other schemes involving the staff in the capital of the Company or its subsidiaries as at the date of this Prospectus.
32. The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 15 of this Prospectus.

MATERIAL CONTRACTS, LITIGATION AND CONTINGENT LIABILITIES

33. Saved as disclosed below, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by the UT Group within the two(2) years preceding the date of this Prospectus:-
- (a) Sale and Purchase Agreement dated 26 June 1998 between Kao De Tsan and Kao Te Pei and UE for the sale of 623,793 Shares in UI, representing 100% of the issued capital of the company, to UE for a cash purchase consideration of RM2,675,723;
 - (b) Sale and Purchase Agreement dated 26 June 1998 between Kao De Tsan and Kao Te Pei and UE for the sale of 2,500,000 Shares in Ample Technologies Sdn Bhd, representing 25% of the issued capital of the company, by UE for a cash purchase consideration of RM2,500,000;
 - (c) Sale and Purchase Agreement dated 26 June 1998 between Kao De Tsan and Kao Te Pei and UE for the sale of 150,000 ordinary shares of 1 Swiss Franc each in Betron AG, representing 50% of the issued capital of the company to UE for a cash purchase consideration of RM1,875,000. However, this Agreement has been mutually rescinded;
 - (d) Sale and Purchase Agreement dated 28 June 1999 between UT and Kao De Tsan, Kao Te Pei and YIT for the sale of 5,000,000 Shares, representing 100% of the issued capital of UO and 3,000,000 Shares representing 100% of the issued capital of UE, for a purchase consideration of RM32,845,513 to be satisfied by the issuance of 26,067,867 new Shares in UT at an issue price of approximately RM1.26 per Share;
 - (e) Underwriting agreement dated 12 April 2000 between UT, Kao De Tsan, Kao Te Pei, Arab-Malaysian, Hwang-DBS Securities Berhad, UT Securities Sdn Bhd, Mercury Securities Sdn Bhd and Arab-Malaysian Securities Sdn Bhd for the underwriting of 6,080,000 of the IPO Shares for an underwriting commission of 1.75% of the IPO price of RM4.80 per Share for the 1,765,000 Shares allocated to the Directors and employees of UT Group and 2.25% of the IPO price of RM4.80 per Share for the 4,315,000 Shares allocated to the Malaysian public.
34. Neither the Company nor its subsidiaries are engaged in any litigation, either as plaintiff or defendant, which has a material effect on the financial position of the Company or its subsidiaries 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 the Company or its subsidiaries.
35. Save as disclosed in Section 10.2(iii), as at the date of this Prospectus, the Company do not have outstanding contingent liabilities.

14. FURTHER INFORMATION... cont'd

CONSENTS

36. The written consents of the Adviser and Managing Underwriter, Underwriters, Company Secretary, Solicitors, Principal Bankers, Registrars and Issuing House to the inclusion in this Prospectus of their names in the context and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
37. The written consent of the Auditors and Reporting Accountants for the inclusion in this Prospectus of their name, letter on the profit forecast, letter on the proforma consolidated balance sheets and Accountants' Report in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
38. The written consent of the Valuers to the inclusion in this Prospectus of their name and their letter on UT Group's properties in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

DOCUMENTS FOR INSPECTION

39. Copies of the following documents may be inspected at the registered office of the Company during office hours for a period of six(6) months from the date of the Prospectus:-
 - (a) Memorandum and Articles of Association of the Company and its subsidiaries;
 - (b) Directors' Report and Accountants' Report as included herein;
 - (c) Auditors' Letters relating to the Consolidated Profit Forecast and Proforma Consolidated Balance Sheets as included herein;
 - (d) Valuers' letter on the properties dated 7 June 2000;
 - (e) Valuation report for the properties dated 26 May 1999;
 - (f) Audited accounts of UO for the past five(5) financial years ended 31 December 1995 to 1999;
 - (g) Audited accounts of UE for the financial year ended 31 October 1995, period from 1 November 1995 to 31 December 1996 and three(3) financial years ended 31 December 1997 to 1999;
 - (h) Audited accounts of UI for the past five(5) financial years ended 31 December 1995 to 1999;
 - (i) Audited accounts of UT for the period from 18 February 1998 to 31 December 1998 and for the financial year ended 31 December 1999;
 - (j) The material contracts referred to under the Section "Material Contracts, Litigation and Contingent Liabilities";
 - (k) The general supply agreements dated 16 March 1995, 6 January 2000 and 15 February 2000 referred to under Section 3 "Customer Dependency"; and
 - (l) The letters of consent referred to under the Section "Consents" of this Prospectus.

14. FURTHER INFORMATION... cont'd

RESPONSIBILITY

40. Arab-Malaysian Merchant Bank Berhad acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the IPO and the UT Group and is satisfied that the consolidated profit forecast (for which the Directors of the Company are solely responsible) have been stated by the Directors of the Company after due and careful inquiry; and

41. This Prospectus has been seen and approved by the Directors of the Company and the Offerors and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no other facts the omission of which would make any statement herein misleading.