
XV. ADDITIONAL INFORMATION

1. Share Capital

- (i) No Shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus;
- (ii) There are no founder, management or deferred shares in the Company. There is only one class of shares in the Company, namely ordinary shares of RM0.50 each, all of which rank *pari passu* with one another;
- (iii) Save for the Issue Shares reserved for the eligible employees of the DEB Group as disclosed in Section V.4 of this Prospectus, no person or Director or employee of the Group has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries;
- (iv) Save as disclosed in Sections VII.2, VII.4 and VII.5 of this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) years preceding from the date hereof; and
- (v) Save for the Issue Shares reserved for the eligible employees of the DEB Group as disclosed in Section V.4 of this Prospectus, there is currently no other scheme for or involving the Directors and employees of the DEB Group in the share capital of the DEB Group.

2. Articles of Association and transferability of securities

The following provisions are reproduced from the Company's Articles of Association which comply with the Listing Requirements of the KLSE:

(i) *Changes in Capital and Variation of Class Rights*

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

Article 3 – Power to Issue Shares with Special Rights

Without prejudice to any special rights previously conferred on the holders of any existing shares but subject to the Act and to these Articles, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors, subject to any ordinary resolution of the Company, may determine.

XV. ADDITIONAL INFORMATION (Cont'd)

Article 4 – Allotment of Shares

Without prejudice to any special rights previously conferred on the holder of any existing shares or class of shares and subject to the provisions of these Articles and the Act and to the provisions of any resolution of the Company, shares in the Company may be issued by the Directors, who may allot, or otherwise dispose of such shares to such persons, on such terms and conditions, with such preferred, deferred or other special rights, and subject to such restrictions and at such times as the Directors may determine but the Directors in making any issue of shares shall comply with the following conditions:

- (a) no shares shall be issued at a discount except in compliance with the provision of section 59 of the Act;
- (b) in the case of shares of a class, other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles and in the resolution creating the same;
- (c) every issue of shares or options to employees and/or Directors of the Company shall be approved by the Members in general meeting and no Director shall participate in such issues of shares unless:
 - (i) the Members in general meeting have approved of the specific allotment to be made to such Director; and
 - (ii) he holds office in the Company in an executive capacity PROVIDED ALWAYS that a Director not holding office in an executive capacity may so participate in any issue of shares pursuant to a public issue or public offer or special issue, such participation to be approved by the relevant authorities.

Article 6 – Repayment of Preference Capital

Notwithstanding Article 7 hereof, the repayment of preference share capital other than redeemable preference shares, or any alteration of preference shareholder's rights shall only be made pursuant to a special resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths of the preference capital concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

Article 7 – Modification of class rights

If at any time the share capitals 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, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction 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, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy, one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of section 152 of the Act shall with such adaptations as are necessary, apply.

XV. ADDITIONAL INFORMATION (Cont'd)

Article 8 – Ranking of class rights

The rights conferred upon the holders of the shares of any class issued 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.

Article 9 – Commission on subscription of shares

The Company may exercise the powers of paying commission conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, and the rate of the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

Article 50 – Power to increase capital

The Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

Article 51 – Issue of New Shares to Members

Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to any offer of new shares or securities) cannot, in the opinion of the Directors be conveniently offered under this Article.

Article 52 – New shares to Rank with Original Shares

Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

XV. ADDITIONAL INFORMATION (Cont'd)

Article 53 – Alteration of Capital

The Company may from time to time by ordinary resolution:

- (a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) divide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association by subdivision of its existing shares or any of them subject nevertheless to the provisions of the Act and so that as between the resulting shares, one or more of such shares may, by the resolution by which such sub-division is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such shares and;
- (d) cancel shares which at the date of the passing of the resolution on that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

Article 55 – Power to reduce capital

The Company may by the requisite resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any authorization, and consent required by law.

(ii) *Transfer of Securities*

The provisions in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows:

(a) *Articles of Association*

Article 24 – Transfer of securities

The transfer of any securities or class of securities of the Company, shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any 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 securities.

Article 26 – Suspension of registration

Subject to the Rules and Listing Requirements, the transfer of any securities may be suspended at such times and for such periods as the Directors may from time to time determine. Twelve (12) clear market days' notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. At least three (3) market days prior notice shall be given to the Central Depository to prepare the appropriate Record of Depositors.

XV. ADDITIONAL INFORMATION (*Cont'd*)

(b) *The Act*

The provisions within the Act on the transferability of securities and restrictions on their free transferability are as follows:

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 of the company has been transmitted by operation of law.

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 other form authorised or required for that purpose apart from this section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

Provided that a company shall be precluded from registering a transfer of shares or 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 of this section, the transfer of any securities or class of securities of a company whose securities or any class of whose securities have been deposited with a central depository shall be 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 affecting any transfer of securities.

Section 107C(2)

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

XV. ADDITIONAL INFORMATION (Cont'd)

(c) Listing Requirements of the KLSE

The provisions of the Listing Requirements of the KLSE on the transferability of securities and restrictions on their free transferability are as follows:

Paragraph 7.13 - Transfers of Securities

The transfer of any listed security or class of security of the company shall be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding Sections 103 and 104 of the 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 the listed securities.

Paragraph 7.14 - 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 the company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the company in Malaysia (hereinafter referred to as "the Malaysian Register"), provided that there shall be no change in the ownership of such securities.

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

(d) Rules of MCD

The rules within the MCD on the transferability of securities and restrictions on their free transferability are as follows:

Rule 8.01 (2) (Rejection of transfer)

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

XV. ADDITIONAL INFORMATION (Cont'd)

Rule 8.05A (Transfers from the principal or nominee account)

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

Rule 9.03(2) (Documents to lodge)

It shall be the responsibility of the authorised depository agent, in processing the transfer between 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 on the said form duly witnessed by another person (other than the Depositor's spouse);
- (c) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons as stated herein below:
 - (i) transmission and transfer of securities arising from the provisions of any written law or an order of court of competent jurisdiction;
 - (ii) rectification of errors;
 - (iii) pledge, charge or mortgage;
 - (iv) mandatory offer pursuant to the provisions of the Malaysian Code On Take-overs and Mergers 1987; and
 - (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 its Procedures Manual.

XV. ADDITIONAL INFORMATION (Cont'd)

(iii) Remuneration of Directors

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

Article 93 - Director's Remuneration

The Directors shall be paid by way of fees for their services, such fixed sum (if any) as shall from time to time be determined by the Company in general meeting and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine, PROVIDED ALWAYS that:

- (a) fee payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or revenue.
- (b) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of revenue.
- (c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting; and
- (d) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

Article 94 - Reimbursement of expenses

The Directors shall be paid all their travelling, hotel and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending meetings of the Directors or any committee of the Directors of the Company.

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 Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of Revenue) as may be determined by the Board provided that in the case of non-executive Directors of the Company, the said remuneration shall not include a commission on or percentage of profits or revenue. In the case of an Executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provide for the Directors.

Article 122 - Remuneration of Director holding executive office

The remuneration of a Director holding an executive office pursuant to these Articles shall subject to Article 93 be fixed by the Directors and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of revenue.

XV. ADDITIONAL INFORMATION (Cont'd)

Article 105 – Director may hold other office under the Company

Subject always to sections 131, 132E, 132F and 132G of the Act, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) 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 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 contracts, 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 relationship thereby established.

(iv) Voting and Borrowing Powers of Directors

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

Article 98 – Directors' Borrowing Powers

The Directors may exercise all the power of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or 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 of any third party.

Article 114 – Disclosure of Interest

Every Director shall comply with the provisions of sections 131 and 135 of the Act in connection with the disclosure of his shareholding and interests in the Company and his interest in any contract or proposed contract with the Company and in connection with the disclosure, every Director shall state the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly, duties or interests might be created in conflict with his duty or interest as a Director of the Company.

Article 116 – Quorum Notwithstanding Interest

A Director notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat any decision is taken upon any contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

Articles 117 – Relaxation of Restriction on Voting

A Director may vote in respect of:

- (a) any arrangement for giving the Director himself or any other Directors any security or indemnity or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; and
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part, under a guarantee or indemnity or by the deposit of a security.

XV. ADDITIONAL INFORMATION (Cont'd)

3. Directors and Substantial Shareholders

- (i) The names, addresses and professions of the Directors of the Company are set out in Section I of this Prospectus;
- (ii) A Director of the Company is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at General Meeting;
- (iii) The direct and indirect interests of the Substantial Shareholders of DEB in the Company immediately before and after the Public Issue and Offer are set out in Section VII.6(i) of this Prospectus;
- (iv) The direct and indirect interests of the Directors in the Company immediately before and after the Public Issue and Offer are set out Section VII.7.1 (a) of this Prospectus;
- (v) None of the Directors or Substantial Shareholders of the Company has any interest, direct or indirect, in any business carrying on a similar trade as that of DEB and/or its subsidiaries;
- (vi) Save as disclosed in this Prospectus, none of the Directors are aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of DEB and its subsidiaries;
- (vii) None of the Directors or Substantial Shareholders of DEB have any interest in any contract or arrangement which is significant in relation to the business of the DEB Group subsisting at the date of this Prospectus;
- (viii) Save as disclosed in Section IX.1 of this prospectus, none of the Directors or Substantial Shareholders of DEB have any interest, direct or indirect, in the promotion of, or in any material assets, within the two (2) years preceding the date of this Prospectus, acquired or disposed of by or leased to, or proposed to be acquired or disposed of by or leased to the DEB Group;
- (ix) No option to subscribe for securities of the Company or any of its subsidiaries was granted to or exercised by any Directors during the last financial year;
- (x) Save as disclosed in Section IV(xi) 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
- (xi) Save as disclosed in Sections IX.1(i) of this Prospectus, none of the Directors, Promoters and/or Substantial Shareholders have received any amounts of benefits paid or given by the Company other than by virtue of their directorships, employment and shareholdings within the two (2) years preceding the date of this Prospectus.

4. General

- (i) The nature of DEB Group's business has been disclosed in Sections VII of this Prospectus. The details of the corporations deemed to be related to DEB by virtue of Section 6 of the Act are set out in Sections VII of this Prospectus;
- (ii) Save as disclosed in Section V.8 of this Prospectus, no commissions, discounts, brokerages or other special terms have been paid 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 shares in or debentures of the Company and its subsidiaries and in connection with the issue or sale of any capital of the Company and its subsidiaries and no Director or promoter or expert is or are entitled to receive any such payment or any other benefits;

XV. ADDITIONAL INFORMATION (Cont'd)

- (iii) During the last financial year and the current financial year up to the date of this Prospectus, there were no:
 - (a) public take-over offers by third parties in respect of the DEB Shares; and
 - (b) public take-over offers by the Company in respect of other companies' shares.
- (iv) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section I of this Prospectus;
- (v) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section XVI of this Prospectus;
- (vi) The date and time of the opening and closing of the applications of the Public Issue and Offer is set out in Section XVI.1 of this Prospectus;
- (vii) The amount payable in full on application to the Company in respect of each Issue Share and Offer Share is RM0.65 per Share;
- (viii) The total gross amount of the consideration to be received by the Company pursuant to the Public Issue is RM5.59 million. The estimated expenses and 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 KLSE of RM1.5 million will be borne entirely by the Company;
- (ix) Save as disclosed in Section V.7, IX.1 and XV.6 of this Prospectus, no property has been acquired or is proposed to be acquired by the Company or its subsidiaries in contemplation of the Public Issue and Offer;
- (x) Save for the Issue Shares reserved for eligible employees of the DEB Group as disclosed in Section V.4 of this Prospectus, there is no scheme involving the employees of the DEB Group in the capital of DEB or its subsidiaries;
- (xi) Save as disclosed in Section IV of this Prospectus, the financial conditions and operations of the Company is not affected by any of the following:
 - (a) known trends or known demands, commitments, events or uncertainties that have had or that DEB reasonably expects to have, a material favourable and unfavourable impact on the financial performance, position and operations of DEB;
 - (b) material commitments for capital expenditure;
 - (c) unusual or infrequent events or transaction or any significant economic changes that materially affected the amount of reported income from the operations; and
 - (d) 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.

5. Material Litigation

The Company and its subsidiaries are not engaged in any material litigation, either as plaintiff or defendant and the Directors of DEB 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 financial position or business of DEB and its subsidiaries.

XV. ADDITIONAL INFORMATION (Cont'd)**6. Material Contracts**

Save for that 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 Company and its subsidiaries during the two (2) years preceding the date of this Prospectus:

1. Sale and Purchase Agreement dated 2 September 2002 entered into between CTSB and Chow Choon (M) Sdn Bhd for the purchase of a property held under Title No.HS(D) 17576 PT No.53049 Mukim of Kuala Kuantan, Pahang measuring approximately 975 sq meter together with a 1½ storey semi detached factory erected on it and known as No.5, Jalan IM 14/4, Taman Industri Ringan, Indera Mahkota, 25200 Kuantan, Pahang Darul Makmur for a total cash consideration of RM360,000.00.
2. Sale and Purchase Agreement dated 25 September 2002 entered into between Cheng Yew Heng Manufactory Sdn Bhd and PWSB for the purchase of a freehold industrial land held under HS(D) 208603 PTD 41088 Mukim Senai-Kulai, District of Johor Bahru, Johor with an area of 89,526 sq ft together with a single storey factory and a two-storey office building erected on it with its postal address at 41088 (Block A), 24¼ m.s., Jalan Besi 3, Desa Perindustrian Kulai, 81000 Kulai, Johor for a total cash consideration of RM4,000,000.00.
3. An Underwriting Agreement dated 2 September 2003 entered into between DEB and the Underwriter for the underwriting of 600,000 Issue Shares for an underwriting commission of 2.5% of the Issue Price of RM0.65 per Issue Share. The underwriting commission amounting RM9,750 will be satisfied in cash.

7. Material Agreements

Save for that disclosed below, there are no subsisting material agreements which have been entered into by DEB or its subsidiaries as at the date of this Prospectus:

(i) Insurance policies

Insured	Type of Insurance	Insurer	Policy No	Period of Coverage	Insured amount RM	Nature of main assets insured
PWSB	Public Liability	Malaysian Assurance Alliance Bhd	H603HD000045	03.02.03 to 31.03.04	1,000,000	Plant and machinery at Lot 8619, 24 ¼ m.s., Jalan Air Hitam, Desa Perindustrian Kulai, Johor
PWSB	Equipment All Risks	Malaysian Assurance Alliance Bhd	H903HD000412	02.04.03 to 31.03.04	2,513,749	Plant and machinery at Lot 8619, 24 ¼ m.s., Jalan Air Hitam, Desa Perindustrian Kulai, Johor
PWSB	Fire	Malaysian Assurance Alliance Bhd	H003HD000318	07.02.03 to 31.03.04	11,611,000	Stock, furniture, fixture and fittings, office equipment and plant machinery
PWSB	Burglary	Malaysian Assurance Alliance Bhd	H903HD000411	05.04.03 to 31.03.04	400,000	Stock, office equipment, furniture and plant and machinery

XV. ADDITIONAL INFORMATION (Cont'd)

PWSB	Fire	Maybank General Assurance Bhd	CFF-F0432873-J1	10.05.03 to 09.05.04	3,510,000	Single storey factory building and double storey office building at Lot 8619, 24 ¼ m.s, Jalan Air Hitam, Desa Perindustrian Kulai, Johor
PWSB	Cash in Transit / Money	Malaysian Assurance Alliance Bhd	H903HD000398	05.04.03 to 31.03.04	85,600	Money and money in transit
PWSB	Equipment All Risks	Malaysian Assurance Alliance Bhd	H902HB001989	15.10.02 to 31.03.04	40,500	Portable items
PWSB	Equipment All Risks (Mobile)	Malaysian Assurance Alliance Bhd	H903HD000397	21.12.02 to 31.03.04	195,000	Plant and machinery
PWSB	Foreign Workers Compensation Scheme	Malaysian Assurance Alliance Bhd	H903HB000280	11.02.03 to 10.02.04	20,000 per worker	14 foreign workers
PWSB	Fidelity Guarantee	Malaysian Assurance Alliance Bhd.	H902HB001576	10.10.02 to 31.03.04	50,000	Lot 8619, 24 ¼ m.s, Jalan Air Hitam, Desa Perindustrian Kulai
PWSB	Foreign Workers Compensation Scheme	Malaysian Assurance Alliance Bhd	H303HD000171	28.06.03 to 27.06.04	20,000 per worker	5 foreign workers
PWSB	Foreign Workers Compensation Scheme	Malaysian Assurance Alliance Bhd	H303HD000170	07.06.03 to 06.06.04	20,000 per worker	19 foreign workers
PWSB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000165	01.08.02 to 31.03.04	5,900,000	Employer and employees
PWSB	Group Hospital & Surgical	Hong Leong Assurance Berhad	F902A0153604	15.08.02 to 31.03.04	Plan BM 160 & BM 70	Employer and employees
PWSB	Motor Insurance	Malaysian Assurance Alliance Bhd	H203HD001182	24.02.03 to 23.02.04	20,000	Plant and machinery
PWSB	Motor Insurance	Malaysian Assurance Alliance Bhd	H203HD004502	08.07.03 to 07.07.04	108,000	Plant and machinery
PWSB	Consequential Loss	Malaysian Assurance Alliance Bhd	H003HD000686	10.06.03 to 31.03.04	13,461,830	In conjunction with fire policy

XV. ADDITIONAL INFORMATION (Cont'd)

PWSB	Marine Open Cover	Malaysian Assurance Alliance Bhd	HI102HB000473	29.11.02 until cancelled	Limit of Liability: Maximum any one vessel and/or aircraft and/or conveyance and/or location- 1,000,000 Estimated annual carrying: 30,000,000	On export and import of stocks/raw material
ISB	Fire - Industrial	AXA Affin Assurance Berhad	PFI/01091654/16/04 (Suk)	30.01.03 to 31.03.04	1,768,000	Factory building located at No 10 Jalan BP 4/2 Bandar Bukit Puchong 47100 Puchong Selangor
ISB	Fire Material Damage	Tokio Marine Insurans (M) Berhad	W-F-A3-BR-000043*002	02.03.03 to 31.03.04	2,080,000	Stock, office equipment, furniture and plant and machinery at No 10 Jalan BP 4/2 Bandar Bukit Puchong Puchong, Selangor
ISB	Burglary	Tokio Marine Insurans (M) Berhad	W-G-A3-BR-000077*001	30.01.03 to 31.03.04	550,000	Stock, furniture, and office equipment at No 10 Jalan BP 4/2 Bandar Bukit Puchong Puchong, Selangor
ISB	Public Liability	Tokio Marine Insurans (M) Berhad	W-L-A3-BR-000027*001	01.03.03 to 31.03.04	500,000	Bodily injury or illness of employee, loss or damages to property located at No 10 Jalan BP 4/2, Bandar Bukit Puchong, Selangor
ISB	Fire	Malaysian Assurance Alliance Berhad	H002HD000775/003	25.06.02 to 31.03.04	1,748,200	Detached factory building located at Plot 14A Lorong Perindustrian Bukit Minyak 7, Taman Perindustrian Bukit Minyak, Seberang Prai Tengah, Pulau Pinang
ISB	Fire Material Damage	Tokio Marine Insurans (M) Berhad	W-F-A3-BR-000059	11.04.03 to 31.03.04	1,655,000	Stock, office equipment, Furniture and plant and machinery
ISB	Public Liability	Tokio Marine Insurans (M) Berhad	W-L-A3-BR-000036	11.04.03 to 31.03.04	500,000	Bodily injury or illness of employee, loss or damages to property located at Plot 14A Lorong Perindustrian Bukit Minyak 7, Taman Perindustrian Bukit Minyak, Seberang Prai Tengah, Pulau Pinang

XV. ADDITIONAL INFORMATION (Cont'd)

ISB	Houseowner/ Householder	Hong Leong Assurance Berhad	F101FF011205*002	07.06.02 to 31.03.04	155,000	Double storey terrace house located at 16, Lorong Impian 9, Taman Impian, Bukit Mertajam, Seberang Perai Tengah
ISB	Fire Material Damage	Tokio Marine Insurans (M) Berhad	W-F-A3-BR- 000041/002	19.03.03 to 31.03.04	432,000	Stock, office equipment, furniture and plant and machinery at 260-C, Kampung Chempaka, Jalan Dusun Raja Panji, Kota Bharu, Kelantan
ISB	Public Liability	Tokio Marine Insurans (M) Berhad	W-L-A3-BR-000037	11.04.03. to 31.03.04	500,000	Bodily injury or illness of employee, loss or damages to property located at 260-C, Kampung Chempaka, Jalan Dusun Raja Panji, Kota Bharu, Kelantan
ISB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000164*002	01.08.02 to 31.03.04	3,200,000	13 employees of ISB at No. 10 Jalan BP 4/2 Bandar Bukit Puchong Puchong, Selangor
ISB	Group Hospital & Surgical	Hong Leong Assurance Berhad	F902A0153603*001	15.08.02 to 31.03.04	Plan BM160 and BM70	13 employees of ISB
ISB	Motor	United Oriental Assurance Berhad	18-501-03-002453	27.03.03 to 26.03.04	70,000	Motor vehicle
ISB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000163*002	01.08.02 to 31.03.04	2,500,000	11 employees of ISB
ISB	Group Hospital & Surgical	Hong Leong Assurance Berhad	F902A0153605*001	15.08.02 to 31.03.04	Plan BM160 and BM70	11 employees of ISB
ISB	Motor	Allianz General Insurance Malaysia Berhad	03VBT001348	29.03.03 to 28.03.04	70,000	Motor vehicle
ISB	Inland Transit and Marine Cargo Open Cover	Malaysian Assurance Alliance Bhd	H-1-03-HD000050	31.01.03 to 30.01.04	Open Policy	Stocks and raw material
ISB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000168*003	01.08.02 to 31.03.04	800,000	4 employees of ISB
ISB	Group Hospital & Surgical	Hong Leong Assurance Berhad	F902A0153606*001	15.08.02 to 31.03.04	Plan BM70	4 employees of ISB
ISB	Money	Hong Leong Assurance Berhad	F502FF000738*001	26.09.02 to 31.03.04	30,000	No. 10, Jalan BP 4/2, Bandar Bukit Puchong, Puchong, Selangor

XV. ADDITIONAL INFORMATION (Cont'd)

ISB	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000390*001	26.09.02 to 31.03.04	50,000	No. 10, Jalan BP 4/2, Bandar Bukit Puchong, Puchong, Selangor
ISB	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000392*001	26.09.02 to 31.03.04	50,000	Plot 14A Lorong Perindustrian Bukit Minyak 7, Taman Perindustrian Bukit Minyak, Seberang Prai Tengah, Pulau Pinang
ISB	Money	Hong Leong Assurance Berhad	F502FF000393*001	26.09.02 to 31.03.04	30,000	Plot 14A Lorong Perindustrian Bukit Minyak 7, Taman Perindustrian Bukit Minyak, Seberang Prai Tengah, Pulau Pinang
ISB	Burglary	Hong Leong Assurance Berhad	F502FF000394*001	26.09.02 to 31.03.04	215,000	Stock, furniture, and office equipment located at Plot 14A Lorong Perindustrian Bukit Minyak 7, Taman Perindustrian Bukit Minyak, Seberang Prai Tengah, Pulau Pinang
ISB	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000735*001	26.09.02 to 31.03.04	50,000	Location of risk at 260-C Kampung Chempaka Jalan Dusun Raja Panji Kota Bharu Kelantan
ISB	Burglary	Hong Leong Assurance Berhad	F502FF000391*001	26.09.02 to 31.03.04	85,000	Stock, furniture, and office equipment located at 260-C Kampung Chempaka Jalan Dusun Raja Panji Kota Bharu Kelantan.
ISB	Consequential Loss	Tokio Marine Insurans (Malaysia) Berhad	W-F-A3-BR-000094	10.06.03 to 31.03.04	1,640,430	Office and general storage for plywood and MDF Board and other related products Location of risk at No. 10, Jalan BP 4/2, Bandar Bukit Puchong
ISB	Consequential Loss	Tokio Marine Insurans (Malaysia) Berhad	W-F-A3-BR-000092	10.06.03 to 31.03.04	412,720	Office and general storage for plywood and MDF Board and other related products Location of risk at 260-C Kampung Chempaka Jalan Dusun Raja Panji Kota Bharu Kelantan
ISB	Consequential Loss	Tokio Marine Insurans (Malaysia) Berhad	W-F-A3-BR-000093	10.06.03 to 31.03.04	2,205,280	Office, stocks and raw materials at Plot 14A Lorong Perindustrian Bukit Minyak 7, Taman Perindustrian Bukit Minyak, Seberang Prai Tengah, Pulau Pinang

XV. ADDITIONAL INFORMATION (Cont'd)

CTSB	Public Liability	Tokio Marine Insurans (M) Berhad	W-L-A3-BR-000035	11.04.03 to 31.03.04	500,000	Bodily injury or illness of employee, loss or damages to property located at No. 7, Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan, Pahang
CTSB	Fire Material Damage	Tokio Marine Insurans (M) Berhad	W-F-A3-BR-000060/001	11.04.03 to 31.03.04	387,000	Stock, furniture and office equipment at PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor
CTSB	Public Liability	Tokio Marine Insurans (M) Berhad	W-L-A3-BR-000034	11.04.03 to 31.03.04	500,000	Bodily injury or illness of employee, loss or damages to property located at PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor
CTSB	Fire Material Damage	Tokio Marine Insurans (M) Berhad	W-F-A3-BR-000042/002	02.03.03 to 31.03.04	2,890,000	Stock, furniture and office equipment at 18, Jalan Belati 1, Off Jalan Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor
CTSB	Fire Industrial Non-hazardous	RHB Insurance Bhd	D00FFIN4518503JB/002003	30.08.02 to 31.03.04	1,552,000	Factory building at 18 Jalan Belati 1, Off Jalan Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor
CTSB	Fire Material Damage Policy	Tokio Marine Insurans (M) Berhad	W-F-A3-BR-000061	11.04.03 to 31.03.04	243,000	Stock, furniture and office equipment at No. 7, Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan, Pahang
CTSB	Public Liability	Hong Leong Assurance Berhad	F502FF000368*001	12.12.02 to 31.03.04	500,000	Bodily injury or illness of employee, loss or damages to property located at 18, Jalan Belati 1, Off Jalan Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor
CTSB	Group Personal Insurance	Hong Leong Assurance Berhad	F602FF000169*003	01.08.02 to 31.03.04	3,700,000	13 employees of CTSB at 18, Jalan Belati 1, Off Jalan Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor
CTSB	Group Hospital and Surgical	Hong Leong Assurance Berhad	F902A0153602*004	15.08.02 to 31.03.04	Plan BM160 and BM70	13 employees of CTSB at 18, Jalan Belati 1, Off Jalan Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor

XV. ADDITIONAL INFORMATION (Cont'd)

CTSB	Motor	Kurnia Insurans (M) Berhad	J302H089119	04.04.03 to 03.04.04	120,000	Motor vehicle
CTSB	Motor	Kurnia Insurans (M) Berhad	J302H086311	22.03.03 to 21.03.04	32,000	Motor vehicle
CTSB	Inland Transit and Marine Cargo Open Cover	Malaysian Assurance Alliance Berhad	H-01-03-HD-000051	31.01.2003 to 30.01.2004	Open Policy	All plywood, medium density fiberboard and other building material
CTSB	Equipment All Risk Insurance	Tokio Marine Insurans (M) Berhad	W-G-A3-BR-000076*001	02.02.03 to 31.03.04	120,000	Motor vehicle at PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor
CTSB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000167*003	01.08.02 to 31.03.04	1,200,000	6 employees at PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor
CTSB	Group Hospital and Surgical	Hong Leong Assurance Berhad	F902A0153600*003	15.08.02 to 31.03.04	Plan BM70	6 employees at PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, 84300 Muar, Johor
CTSB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000166*003	01.08.02 to 31.03.04	600,000	3 employees at No. 7, Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan, Pahang
CTSB	Group Hospital & Surgical	Hong Leong Assurance Berhad	F902A0153607*002	15.08.02 to 31.03.04	Plan BM 70	4 employees at No. 7, Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan, Pahang
CTSD	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000399*001	26.09.02 to 31.03.04	50,000	18 Jalan Belati 1, Off Jin Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor
CTSB	Money	Hong Leong Assurance Berhad	F502FF000400*001	26.09.02 to 31.03.04	30,000	18 Jalan Belati 1, Off Jin Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor
CTSB	Burglary	Hong Leong Assurance Berhad	F502FF000401*001	26.09.02 to 31.03.04	115,000	Stock, furniture and office equipment at 18, Jalan Belati 1, Off Jalan Kempas Lama, Taman Perindustrian Maju Jaya, Skudai, Johor

XV. ADDITIONAL INFORMATION (Cont'd)

CTSB	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000397*001	26.09.02 to 31.03.04	50,000	PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor.
CTSB	Burglary	Hong Leong Assurance Berhad	F502FF000398*001	26.09.02 to 31.03.04	55,000	PLO 46, Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor.
CTSB	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000395*001	26.09.02 to 31.03.04	50,000	No.7 Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan, Pahang
CTSB	Burglary	Hong Leong Assurance Berhad	F502FF000396*001	26.09.02 to 31.03.04	55,000	No.7 Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan, Pahang
CTSB	Consequential Loss	Tokio Marine Insurans (Malaysia) Berhad	W-F-A3-BR-000091	10.06.03 to 31.03.04	2,652,870.00	Office cum storage of raw material and stocks. Location of risk: 18 Jalan Belati 1 Off Jln Kempas Lama, Taman Perindustrian Maju Jaya, Skudai Johor Bahru .
CTSB	Motor Insurance	Kurnia Insurans (Malaysia) Berhad	J302H115820	22.06.03 to 21.06.04	38,000.00	Motor vehicle
CTSB	Consequential Loss	Tokio Marine Insurans (Malaysia) Berhad	W-F-A3-BR-000090	10.06.03 to 31.03.04	687,720.00	Office cum storage of raw material and stocks. Location of risk: PLO 46 Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar
CTSB	Consequential Loss	Tokio Marine Insurans (Malaysia) Berhad	W-F-A3-BR-000089	10.06.03 to 31.03.04	218,460.00	Office cum storage of raw material and stocks. Location of risk: No 7 Jalan Indera Mahkota 14/4, Kawasan Perindustrian 14, Kuantan
BISB	Fire Material Damage	Hong Leong Assurance Berhad	F102FF000653*004	15.07.02 to 31.03.04	1,040,000	Factory building at Kawasan Perindustrian Bukit Pasir, Muar Johor
BISB	Public Liability	Hong Leong Assurance Berhad	F502FF000364*001	27.11.02 to 31.03.04	500,000	Accident within the factory area

XV. ADDITIONAL INFORMATION (Cont'd)

BISB	Fire Material Damage Policy	Hong Leong Assurance Berhad	F102FF003482*001	06.11.02 to 31.03.04	925,000	Stock, furniture fixtures and fittings, office equipment
BISB	Group Personal Accident	Hong Leong Assurance Bhd	F602FF000170*001	01.08.02 to 31.03.04	400,000	Employees
BISB	Group Hospital & Surgical	Hong Leong Assurance Bhd	F902A0153608*001	15.08.02 to 31.03.04	Plan BM70	Employees
BISB	Marine Cargo Open Cover	Malaysian Assurance Alliance Bhd	H-1-03-HD-000052	31.01.03 to 30.01.04	Open policy	Material and stocks
BISB	Burglary	Hong Leong Assurance Berhad	F502FF000402*001	26.09.02 to 31.03.04	100,000	Stocks
BISB	Fidelity Guarantee	Hong Leong Assurance Berhad	F502FF000736*001	26.09.02 to 31.03.04	50,000	PLO 46 Jalan Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor
BISB	Consequential Loss	Hong Leong Assurance Berhad	F102FF011140	10.06.03 to 31.03.04	967,230	PLO 46 Jln Rami 4, Kawasan Perindustrian Bukit Pasir, Mukim Sungai Raya, Bukit Pasir, Muar, Johor
JSB	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000171*001	01.08.02 to 31.03.04	200,000	Employees
JSB	Group Hospital and Surgical	Hong Leong Assurance Berhad	F902A0153609*001	15.08.02 to 31.03.04	Plan BM70	Employees
AIPL	Fire	United Overseas Insurance Ltd	DHOF110123630200	01.12.02 to 30.11.03	S\$1,800,000	Building, fittings, fixtures and plants and machinery
AIPL	Fire Industrial	AXA Insurance Singapore Pte Ltd	PF120207414	01.01.03 to 30.12.03	S\$1,620,000	Stocks, machinery and office equipment
AIPL	Public Liability	AXA Insurance Singapore Pte Ltd	LPX 32104189	01.06.03 to 31.03.04	S\$1,000,000	Factory
AIPL	Workmen's Compensation	AXA Insurance Singapore Pte Ltd	LWC 33106808	01.01.03 to 31.12.03	S\$93,000	Workers
AIPL	Group Personal Accident	Hong Leong Assurance Berhad	F602FF000162*001	01.08.02 to 31.03.04	RM4,800,000	Employer and employees

XV. ADDITIONAL INFORMATION (Cont'd)

AIPL	Group Hospital & Surgical	Hong Leong Assurance Berhad	F902A0153601*001	15.08.02 to 31.03.04	Plan BM-160 BM-70	Employer and employees
AIPL	Motor Insurance	AXA Insurance Singapore Pte Ltd	42515519 VCX	7.02.03 to 6.02.04	3 rd Party	Machinery
AIPL	Motor Insurance	AXA Insurance Singapore Pte Ltd	42515615VCX	12.02.03 to 11.02.04	3 rd Party	Machinery
AIPL	Motor Insurance	AXA Insurance Singapore Pte Ltd	P0061426 VSX	14.01.03 to 13.01.04	3 rd Party	Machinery

(ii) Hire purchase agreements

Name of lender	Facility amount RM 000	Assets financed
Southern Finance Berhad	80,000	Honda Accord 2.0L
EON finance Berhad	40,000	Proton Wira 1.5 GL(A)
Sime Diamond Credit Sdn. Bhd.	148,284	Forklift
Hong Leong Finance Berhad	128,600	Forklift

(iii) Credit facility agreements

1. Facility Agreement dated 12 January 2001 entered into between PWSB and Malayan Banking Bhd for credit facilities with credit limit of RM5.5 million.
2. Facility Agreement dated 11 December 1999 entered into between PWSB and Affin Bank Berhad for credit facilities with credit limit of RM2.4 million.
3. Facility Agreement dated 27 July 2000 entered into between BISB and RHB Bank Berhad for credit facilities with credit limit of RM1.7 million.
4. Facility Agreement dated 28 November 2001 entered into between CTSB and Affin Bank Berhad for credit facilities with credit limit of RM2.1 million.
5. Facility Agreement dated 30 June 2000 entered into between CTSB and RHB Bank Berhad for credit facilities with credit limit of RM6.0 million.
6. Facility Agreement dated 15 October 2001 entered into between ISB and Affin Bank Berhad for credit facilities with credit limit of RM5.4 million.
7. Facility Agreement dated 31 July 2000 entered into between ISB and Citibank Berhad for credit facilities with credit limit of RM8 million.
8. Facility Agreement dated 28 June 2000 entered into between CTSB and Malayan Banking Berhad for credit facilities with credit limit of RM1.6 million.

XV. ADDITIONAL INFORMATION (Cont'd)

9. Facility Agreement dated 28 June 2000 entered into between ISB and Malayan Banking Berhad for credit facilities with credit limit of RM2.2 million.

8. Consents

- (i) The written consents of the Principal Bankers, Solicitors, Registrars, Issuing House, Company Secretary, Adviser, Underwriter and Placement Agent to the inclusion in this Prospectus of their names in the manner and form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn;
- (ii) The written consents of the Reporting Accountants and Auditors to the inclusion in this Prospectus of its names, Accountants' Report and Letters relating to the Consolidated Profit Forecast for the financial year ending 31 March 2003 and Proforma Consolidated Balance Sheets as at 31 March 2003 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;
- (iii) The written consent of the Valuers to the inclusion of its names and Valuation Certificates 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; and
- (iv) The written consent of Dynaquest Sdn Bhd to the inclusion of its names and certain quotations as set out in Section VI.3 and VI.5 of this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

9. Documents for inspection

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

- (i) The Memorandum and Articles of Association of the Company;
- (ii) The Accountants' Report and Directors' Report as included in Sections XII and XIV respectively of this Prospectus;
- (iii) The Reporting Accountants' letter relating to the consolidated profit forecast of DEB for the financial year ending 31 March 2004 as included in Section XI.9 of this Prospectus;
- (iv) The Reporting Accountants' letter relating to the proforma consolidated balance sheets of DEB as at 31 March 2003 as included in Section XI.8 of this Prospectus;
- (v) The valuation certificates as included in Section XIII of this Prospectus;
- (vi) The material contracts referred to in Section XV.6 above;
- (vii) The material agreements referred to in Section XV.7 above;
- (viii) The letters of consent referred to in Section XV.8 above;
- (ix) The audited accounts of DEB for the past five (5) financial years ended to 31 March 2003;

XV. ADDITIONAL INFORMATION (Cont'd)

- (x) The audited accounts of PWSB for the past five (5) financial years ended 31 March 2003;
- (xi) The audited accounts of BISB for the past five (5) financial years ended 31 March 2003;
- (xii) The audited accounts of AIPL for the past five (5) financial years ended 31 March 2003;
- (xiii) The audited accounts of CTSB for the past five (5) financial years ended 31 March 2003;
- (xiv) The audited accounts of ISB past five (5) financial years ended 31 March 2003; and
- (xv) The audited accounts of JSB for the financial period ended 31 March 2001 and the two (2) financial years ended 31 March 2003.

10. Responsibility

- (i) CIMB 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 about the Public Issue and Offer and is satisfied that the consolidated profit forecast (for which the Directors of DEB are fully responsible) has been stated by the Directors of DEB after due and careful enquiry and has been duly reviewed by the Reporting Accountants; and
- (ii) This Prospectus has been seen and approved by the Directors and Promoters of DEB and the Offerors and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statement herein false or misleading. The Directors hereby accept full responsibility for the consolidated profit forecast included in this prospectus and confirm that the consolidated profit forecast has been prepared based on assumptions made.

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