
15. ADDITIONAL INFORMATION

15.1 SHARE CAPITAL

1. No shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
2. 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.
3. No capital of the Company or any of its subsidiary companies is under option or agreed conditionally or unconditionally to be put under option.
4. No person has been or is entitled to be given or has exercised any option to subscribe for any share, stock or debenture of the Company or its subsidiary companies.
5. Other than the 1,600,000 EKIB Shares made available for application by the eligible directors and employees of the EKIB Group under the Offer for Sale, there is at present no other scheme involving the employees of the Group in the share capital of the Company or its subsidiary companies.
6. Save as disclosed in Section 5 of this Prospectus, no share, stock or debenture of EKIB or any of its subsidiary companies has been issued or been agreed to be issued or is proposed to be issued as fully or partly paid-up for cash or otherwise, within the two (2) years preceding the date of issue of this Prospectus.
7. As at the date of this Prospectus, the Company and its subsidiaries do not have any convertible debt securities.
8. Save for the Public Issue and Offer for Sale, 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.
9. There are no restrictions on the transfer of the ordinary shares of the Company, except as otherwise required by the law.

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15. ADDITIONAL INFORMATION *(cont'd)*

15.2 ARTICLES OF ASSOCIATION

The following provisions are reproduced from the Company's Articles of Association and are qualified in its entirety by the provisions of the Articles of Association of the Company and by applicable law.

Transfer of Securities

The provisions in the Company's Articles of Association in respect of the transfer of shares in the Company are as follows:

Article 34

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 of the Central Depository and, notwithstanding Sections 103 and 104 of the Act but subject to Section 107C(2) of the Act, and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of Securities. No Securities shall be transferred to any infant, bankrupt or person of unsound mind.

Article 35

Subject to the Act, the Central Depositories Act and the Rules of Central Depository, the instrument of transfer of a security lodged with the Company must be signed by or on behalf of the transferor and transferee and the transferor shall be deemed to remain the holder of the security until the name of the transferee is entered in the Record of Depositors.

Article 36

The 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 or Section 29 of the Central Depositories Act, as the case may be, under the Rules of the Central Depository in respect of such securities;

such company shall, upon request of a security 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 into the securities account of such securities holder.
- (2) For the avoidance of doubt, no company which fulfils the requirements of paragraph (a) and (b) of this Article shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

15. **ADDITIONAL INFORMATION (cont'd)**

Article 37

- (1) The Company shall maintain a book called a "Register of Transfers" which shall be kept by the Secretary or such other person authorised by the directors. Particulars of the transfer or transmission of every security shall be entered into the Register of Transfer.
- (2) The Directors may instruct the Central Depository to decline to register the transfer of any security (not being a fully paid share) and may also decline the transfer of any security which the Company has a lien.
- (3) If the directors refuse to register a transfer they shall within three (3) Market Days after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal and the precise reasons therefor.
- (4) The Directors may decline to recognise any instrument of transfer, unless:
 - (a) In respect of shares registered on the register of the Company, such fee not exceeding RM3.00 per transfer or such sum as may from time to time be permitted by the KLSE and as the Directors shall from time to time require, is paid to the Company in respect thereof;
 - (b) the instrument of transfer is deposited at the office or at such other place (if any) as the Directors may appoint accompanied by the certificates of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do; and
 - (c) All instruments of transfer which are registered may be retained by the Company.

Article 38

The registration of transfers may be suspended at such time and for such period as the directors may from time to time determine, PROVIDED ALWAYS that such registration shall not be suspended for more than thirty (30) days in any year. At least twelve (12) Market Days' notice of such closure shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Stock Exchange stating the period and purpose or purposes of such closure. For the purpose of general meetings the Company shall request the Central Depository, in accordance with the Rules of the Central Depository to prepare a Record of Depositors as at a date not less than three (3) Market Days before the meeting PROVIDED THAT where the Record of Depositors is required in respect of corporate actions at least seven (7) Market Days' prior notice shall be given to the Central Depository.

Article 39

There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death or power of attorney or other document relating to or affecting the title of any security, such fee not exceeding RM5.00 as the Directors may from time to time require or prescribe.

Article 40

Nothing in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

15. ADDITIONAL INFORMATION (cont'd)

Article 41

The Company, its servants or agents and the Central Depository shall not be liable or answerable to any party acting upon any transfer of securities presented to it for registration, in accordance with the provisions of the Articles herein notwithstanding that the transfer may as between transferor and transferee be liable to be set aside by either of them or at the instance of a third party. In registering any transfer, the Company, its servants or agents and the Central Depository are not obligated howsoever from making any inquiry as to whether the security in question may or may not be immediately transferable between the parties or whether any condition has to be fulfilled between the parties prior to registration of the transfer and for this purpose, every submission for registration for transfer shall be deemed to have been unconditionally made. Upon registration, the transferee alone shall be recognised as the holder of such security and the previous holder shall, as far as the Company is concerned, be deemed to have absolutely transferred his beneficial as well as legal interest in the security.

Remuneration of Directors

The provisions in the Company's Articles of Association in respect of the remuneration of directors are as follows:

Article 89

- (a) The Company in general meeting shall by an Ordinary Resolution determine the fees of the Directors, and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or failing agreement, equally, except that in the latter event any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall so far as non-executive Directors are concerned be by way of a fixed sum and not by way of a commission on or percentage of profits or turnover. Salaries payable to executive Directors may not include a commission on or percentage of turnover.
- (b) 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.
- (c) The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meeting, or otherwise in or about the business of the Company.
- (d) Any Director, who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise (but not a commission on or percentage of turnover) as the Directors may determine. Any extra remuneration payable to a non-executive Director may not also include a commission on or percentage of profits or turnover.

Voting and Borrowing Powers of Directors

The provisions in the Company's Articles of Association dealing with the voting powers of the directors in proposals, arrangements or contracts in which they are interested are as follows:

Article 125

- (1) 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 has interest (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

15. ADDITIONAL INFORMATION (cont'd)

- (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;
- (iii) any proposal concerning the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director as such any privilege or advantage not accorded to the employees to which such scheme or fund relates;
- (iv) any arrangement for the benefit of the employees of the Company or of any of its subsidiaries under which the Director benefits in a similar manner as the employees and which does not accord to any Director as such any privilege or advantage not accorded to the employees to whom such arrangement relates.

Article 102

- (1) The Directors may exercise all the powers of the Company for commercial benefits accruing to the Company to borrow money, and to mortgage or charge its undertakings, property and uncalled capital, or any part thereof, and to issue corporate guarantee or any guarantees, debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or subsidiaries of the Company or of any third party.
- (2) If the Directors or any of them, or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any charge, or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

Article 103

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 (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and disposition in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit.

Article 104

The Directors may borrow 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 a security for any debt, liability or obligation of an unrelated third party.

Changes in Capital and Variation of Class Rights**Article 55**

The Company may by ordinary resolution:

- (a) Consolidate and divide all of its share capital into shares of larger amounts than its existing shares;
- (b)
 - (i) 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 or which have been forfeited and diminish the amount of its capital by the amount of shares so cancelled;
 - (ii) Cancel any shares that have been purchased by the Company and extinguish all rights attaching to the shares including suspended rights in accordance with Section 67A of the Act and the Guidelines;

15. ADDITIONAL INFORMATION (cont'd)

- (c) Sub-divide shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act) and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred special rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.

Article 56

- (a) The Company may, subject to confirmation by the Court, by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner.
- (b) The Company shall reduce its issued share capital by the cancellation of shares purchased by the Company and the amount by which the Company's issued capital is diminished shall be dealt with in accordance with Section 67A of the Act and the Guidelines.

Article 57

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 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 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 of the issued shares of the class and such consent if obtained within two 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.

15.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and principal occupation of the directors are set out in Section 1 of this Prospectus.
- (ii) A director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in a general meeting.
- (iii) Save as disclosed in Section 9.1 of this Prospectus, none of the directors or substantial shareholders has any interest, direct or indirect in any business carrying a similar trade as the Company and/or its subsidiary companies.
- (iv) Save as disclosed in Section 9.1 of this Prospectus, none of the directors or substantial shareholders in the Company had or has any interest, direct or indirect, in the promotion of or in any assets acquired or proposed to be acquired or assets disposed of or proposed to be disposed of or leased or proposed to be leased to the Company or its subsidiary companies within the two (2) years immediately preceding the date of this Prospectus.
- (v) Save as disclosed in Section 9.1 of this Prospectus, none of the directors or substantial shareholders of EKIB has any interest in any contract or arrangement which is significant in relation to the business of the EKIB Group subsisting at the date of this Prospectus.

15. ADDITIONAL INFORMATION (cont'd)

- (vi) No director, key management or person nominated to become a director or key management is or was involved in the following events:
- (a) a petition under any bankruptcy laws filed against such person or any partnership in which he was a partner or any corporation of which he was an executive officer;
- (b) conviction in a criminal proceeding or is named subject of a pending criminal proceeding; and
- (c) the subject of any order, judgment or ruling of any court of competent jurisdiction, tribunal or government body permanently or temporarily enjoining him from acting as an investment advisor, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.
- (vii) Save as disclosed in Section 6.2.4 of this Prospectus, no amount or benefits has been paid or is intended to be paid or given to any Promoters within the two (2) years preceding the date of this Prospectus.
- (viii) The direct and indirect interest of the directors in the Company before and after the IPO, are set out below:

Directors	Before the IPO				After the IPO			
	Direct		Indirect		Direct		Indirect	
	No. of EKIB Shares '000	% held	No. of EKIB Shares '000	% held	No. of EKIB Shares '000	% held	No. of EKIB Shares '000	% held
Wong Kong Foo	15,411	23.08	8,646 ¹	12.95	15,511	19.39	6,661 ¹	8.33
Tan Sri Dato' Kamaruzzaman	6,281	9.41	4,795 ²	7.18	6,331	7.91	4,795 ²	6.00
Lim Yew Hoe	3,001	4.49	-	-	3,101	3.88	-	-
Datuk Yahya Bin Ya'acob	-	-	4,200 ³	6.29	25	0.03	4,200 ³	5.25
Datuk Fong Weng Phak	-	-	-	-	25	0.03	-	-
Ahmad Ghazali Bin Md. Kassim	-	-	-	-	25	0.03	-	-

Notes:

- Deemed interest by virtue of his interest in Intan KL pursuant to Section 6A of the Act.
- Deemed interest by virtue of his interest in Implana Venture and his spouse Puan Sri Datin Sharifah Binti Ahmad's and daughter Shariza Binti Kamaruzzaman's indirect interest in EKIB via Midlane pursuant to Section 6A of the Act.
- Deemed interest by virtue of his spouse Datin Salibah @ Arfah Binti Hj Daud's indirect interest in EKIB via Excel pursuant to Section 6A of the Act.

The above shareholdings take into consideration the allocation of the Offer for Sale Shares available for application by eligible directors, employees, suppliers and customers of the EKIB Group pursuant to the IPO, where applicable.

15. ADDITIONAL INFORMATION (cont'd)

(ix) The direct and indirect interests of the substantial shareholders (holding five (5%) shareholding or more) in the Company before and after the IPO, are set out below:

Name of Substantial Shareholders	Before the IPO				After the IPO			
	Direct		Indirect		Direct		Indirect	
	No. of EKIB Shares '000	% held	No. of EKIB Shares '000	% held	No. of EKIB Shares '000	% held	No. Of EKIB Shares '000	% held
Wong Kong Foo	15,411	23.08	8,646 ¹	12.95	15,511	19.39	6,661 ¹	8.33
See Chii Wei	7,576	11.34	-	-	7,020	8.78	-	-
Intan KL	8,646	12.95	-	-	6,661	8.33	-	-
Tan Sri Dato' Kamaruzzaman	6,281	9.41	4,795 ²	7.18	6,331	7.91	4,795 ²	6.00
Neoh Cheng Aik	4,985	7.46	-	-	4,619	5.77	-	-
Excel	4,200	6.29	-	-	4,200	5.25	-	-
Impiana Venture	3,150	4.72	-	-	3,150	3.94	-	-
Midlane	1,645	2.46	-	-	1,645	2.06	-	-
Datuk Yahya Bin Ya'acob	-	-	4,200 ³	6.29	25	0.03	4,200 ³	5.25
Datin Salibah @ Arfah	-	-	4,200 ⁴	6.29	-	-	4,225 ⁴	5.28
Binti Hj Daud	-	-	4,200 ⁴	6.29	-	-	4,200 ⁵	5.25
Mat Barhan Bin Harun	-	-	4,200 ⁴	6.29	-	-	4,200 ⁵	5.25
Ester James Moiji	-	-	11,076 ⁵	16.59	-	-	11,126 ⁶	13.91
Puan Sri Datin Sharifah Binti Ahmad	-	-	11,076 ⁶	16.59	-	-	11,126 ⁷	13.91
Shariza Binti Kamaruzzaman	-	-	-	-	-	-	-	-

Notes:

1. Deemed interest by virtue of his interest in Intan KL pursuant to Section 6A of the Act.
2. Deemed interest by virtue of his interest in Impiana Venture and his Puan Sri Datin Sharifah Binti Ahmad's and daughter Shariza Binti Kamaruzzaman's indirect interest in EKIB via Midlane pursuant to Section 6A of the Act.
3. Deemed interest by virtue of his spouse Datin Salibah @ Arfah Binti Hj Daud's indirect interest in EKIB via Excel pursuant to Section 6A of the Act.
4. Deemed interest by virtue of her interest in Excel and her spouse Datuk Yahya Bin Ya'acob's direct interest in EKIB pursuant to Section 6A of the Act.
5. Deemed interest by virtue of their interests in Excel pursuant to Section 6A of the Act.
6. Deemed interest by virtue of her interest in Midlane, her spouse, Tan Sri Dato' Kamaruzzaman's direct interest in EKIB and indirect interest in EKIB via Impiana Venture pursuant to Section 6A of the Act.
7. Deemed interest by virtue of her interest in Midlane, her father, Tan Sri Dato' Kamaruzzaman's direct interest in EKIB and indirect interest in EKIB via Impiana Venture pursuant to Section 6A of the Act.

The above shareholdings take into consideration the allocation of the Offer for Sale Shares available for application by eligible directors, employees, suppliers and customers of the EKIB Group pursuant to the IPO, where applicable.

15. ADDITIONAL INFORMATION *(cont'd)*

15.4 MATERIAL LITIGATION

As at 20 February 2004 (being the latest practicable date prior to the registration of the Prospectus), the Company and its subsidiary companies are not engaged in any material litigation, claims or arbitration whether, as plaintiff or defendant, and the directors of EKIB have no knowledge of any proceedings pending or threatened against the EKIB Group or of any facts likely to give rise to any proceedings which might materially and adversely affect the position of the Company and its subsidiary companies.

15.5 MATERIAL CONTRACTS

Save as disclosed below, there are no material contracts (including contracts not reduced into writing), not being in the ordinary course of business entered into by the Company and its subsidiary companies within two (2) years preceding 20 February 2004, (being the latest practicable date prior to the registration of this Prospectus):

- (i) Sale and purchase agreement dated 1 March 2002, entered into between TopAffinity Holdings Sdn Bhd and EKIB for the acquisition by EKIB of 1,800,000 ordinary shares of RM1.00 each representing 18% of the issued and paid-up share capital of FIT for a cash consideration of RM1,800,000;
- (ii) Sale and purchase agreement dated 24 March 2003, entered into between Sandanasamy Richard Douglas and EKIB for the acquisition by EKIB of 40 ordinary shares of SD1.00 each representing 40% of the issued and paid-up share capital of KEX for a consideration of RM350,000 satisfied by issuance and allotment by EKIB to the vendor or its nominees, of 350,000 new EKIB Shares at par value;
- (iii) Share sale and purchase agreement dated 28 March 2003, entered into between EKIB and Kudus Bin Shoib for the acquisition by Kudus Bin Shoib of 200,000 ordinary shares of RM1.00 each representing 40% of the entire issued and paid-up share capital in ATF for a cash consideration of RM18,000;
- (iv) Share sale and purchase agreement dated 28 March 2003, entered into between EKIB and Wong Kong Foo, Yap Lin Kiew, Neoh Cheng Aik, Kam Tian Yan, Lim Yew Hoe, Edward Thanarajah A/L Easupatham, Kudus bin Shoib, Wu Ching Min @ Goh Ching Min, Har Lian Yoon Kim, Chang Kheng Fatt and Ow Yoke Lai (collectively, "the Vendors") for the acquisition by EKIB of 500,000 ordinary shares of RM1.00 each representing 33.33% of the issued and paid-up share capital of EKM for a consideration of RM1,168,347 satisfied by issuance and allotment by EKIB to the Vendors or their nominees, of 569,925 new EKIB Shares at an issue price of RM2.05 per share;
- (v) Share sale and purchase agreement dated 28 March 2003, entered into between EKIB and Wong Kong Foo, See Chii Wei, Tan Sri Dato' Kamaruzzaman, Yap Lin Kiew, Neoh Cheng Aik, Lim Yew Hoe and Kam Tian Yan (collectively, "the Vendors") for the acquisition by EKIB of 1,000,000 ordinary shares of RM1.00 each representing 22.22% of the issued and paid-up share capital of EKSB for a consideration of RM6,350,748 satisfied by issuance and allotment by EKIB to the Vendors or their nominees, of 3,097,925 new EKIB Shares at an issue price of RM2.05 per share;
- (vi) Share sale and purchase agreement dated 28 March 2003, entered into between EKIB and TopAffinity Holdings Sdn Bhd, Lim Yew Hoe, Yap Lin Kiew (collectively, "the Vendors") for the acquisition by EKIB of 4,200,000 ordinary shares of RM1.00 each representing 42% of the issued and paid-up share capital of FIT for a consideration of RM3,613,576 satisfied by issuance and allotment by EKIB to the Vendors or their nominees, of 1,762,720 new EKIB Shares at an issue price of RM2.05 per share;

15. ADDITIONAL INFORMATION (cont'd)

- (vii) Conditional sale and purchase agreement dated 30 April 2003, entered into between ATF and United Chemical Industries Berhad for the acquisition by ATF of all the machinery including all spare parts and lab equipment which are located at the following address, No. 2006, Jalan Jelawat, Bandar Seberang Jaya, Seberang Perai, 13700 Perai, Pulau Pinang for a total purchase consideration of RM2,500,000 and to acquire the goodwill of the vendor for a purchase consideration of RM500,000. Pursuant to Clause 4.1.9 of the agreement, to carry out the manufacturing operation by use of the machinery, the vendor agreed to rent the factory premises to ATF at the monthly rental of RM30,000;
- (viii) Sales Contract dated 12 September 2003 entered into between ATF and Dong Shiuan Enterprise Co. Ltd to purchase machinery for a total purchase consideration of approximately RM1,121,000.
- (ix) Order Confirmation dated 20 October 2003 between EKSB and Sulzer Texti Limited to purchase a machine for a purchase consideration of approximately RM1,112,000.
- (x) Underwriting agreement dated 27 February 2004 between EKIB and the Underwriters for the underwriting of the 4,020,000 of the Public Issue Shares which are made available for application by the Malaysian Public at an underwriting commission payable at the rate of 2.0% of the Issue Price of RM0.85 per share in the event that such shares are not subscribed and therefore underwritten by the Underwriter.

15.6 MATERIAL AGREEMENTS

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

15.6.1 Letters of Award

- (i) Letter of award dated 21 September 2001 from Bestari Semulajadi Sdn Bhd to EKM to supply and lay prefabricated vertical drain and geotextiles under the “Cadangan Pembinaan Jalan Cross Ban 4/Jalan Sg Panjang, Mukim Pancang Bendena, Daerah Sabak Bernam, Selangor”;
- (ii) Supply and install agreement dated 11 January 2002, entered into between TH Universal Builders Sdn Bhd and EKM to supply and install sandfilled mattress under the project “Kerja-Kerja Tebatan Banjir Sungai Klang Dari Sungai Rasau ke Sungai Damansara- Pekaj 4”;
- (iii) Letter of award dated 20 February 2002 from Cabaran Wangsa Sdn Bhd to EKM to construct and complete geotextile and vertical drain from Chainage 0 to Chainage 12,900 for the project “Cadangan Pembinaan Jalan Cross Ban 4/ Jalan Sg Panjang, Mukim Pancang Bedena, Daerah Sabak Bernam, Selangor”;
- (iv) Letter of award dated 4 April 2002 from Sigma Consortium consisting of Syarikat Ismail Ibrahim Sdn Bhd, Gema Desa Sdn Bhd and Aman Selama Sdn Bhd to EKM to lay and install of geotextiles under the project “Merekabentuk, Membina, dan Menyiapkan Kerja-Kerja Menaikkan Taraf Laluan Persekutuan 76 Dari Kuala Kangsar ke Gerik–Package 2–Lenggong ke Sauk”;
- (v) Letter of award dated 8 August 2002 from Gagasan Wajar Sdn Bhd to EKM to supply and lay geogrids for piled embankment construction under the project “Electrified Double Track Project Between Rawang and Ipoh-Bridging Works Package”;
- (vi) Letter of award dated 26 September 2002 from Uritec Team (M) Sdn Bhd to EKM to supply and lay Geotextile for the project “Rancangan Tebatan Banjir MSC-Pelan Tindakan Segera Menaiktaraf Sungai Rasau dan Sungai Hitam Serta Kerja-Kerja Yang Berkaitan”;

15. ADDITIONAL INFORMATION *(cont'd)*

- (vii) Letter of award dated 26 September 2002 from Uritec Team (M) Sdn Bhd to EKM to supply and lay sand filled mattress under the project “Rancangan Tebatan Banjir MSC-Pelan Tindakan Segera Menaiktaraf Sungai Rasau dan Sungai Air Hitam serta Kerja-Kerja yang Berkaitan”;
- (viii) Letter of award dated 2 October 2002 from Bumi Hiway (M) Sdn Bhd to EKM to supply and install geotextiles under the project “Cadangan Membina Jalan Pintas Gebeng, Kuantan, Pahang”;
- (ix) Letter of award dated 23 December 2002 from Juwana Construction Sdn Bhd to EKM to supply and install prefabricated vertical drain for the project “Cadangan Membaikpulih dan Menaiktaraf Jalan Persekutuan 5”;
- (x) Letter of award dated 23 December 2002 from NGL Builders Sdn Bhd to EKM to supply and install fabricated vertical drain under the project “Cadangan Membaikpulih dan Menaiktaraf Jalan Persekutuan 5: Kapar-Sabak Bernam & Klang Banting ”;
- (xi) Letter of award dated 2 January 2003 from Cergas Murni Sdn Bhd to EKM to supply, deliver and install vertical drains and Geotextile for the project “Membina Jalan Tuju Ke Jambatan Kuala Kurau, Daerah Kerian, Perak”;
- (xii) Letter of award dated 13 March 2003 from Pembinaan Limbongan Bhd to EKM to supply and lay sand filled mattress under the project “Pembaikan Sungai Kuyoh”;
- (xiii) Letter of award dated 12 April 2003 from Putra Perdana Construction Sdn Bhd to EKM to conduct ground treatment under the project “Cadangan Pembinaan Persimpangan Bertingkat ke 2 di KM28 Lebuhraya Kesas, Seksyen 32, Shah Alam”;
- (xiv) Letter of award dated 18 April 2003 from Protasco Trading Sdn Bhd to EKM to supply and install prefabricated band drains for the project “Membaikpulih dan Menaiktaraf Jalan Muar – Melaka – Alor Gajah – Simpang Ampat – Segmen 3”;
- (xv) Letter of award dated 15 September 2003 from Macronamic Sdn Bhd to EKM to supply and lay approved Kiara-Tex Ket 11S Non-Woven Geotextile Separator Works for the project “Cadangan Kerja-kerja Tanah Untuk Cadangan Merekabentuk, Membina, Melengkap, Menyiapkan Dan Mentauliah Kerja-Kerja Fasa 1 Untuk Pembangunan Kampus Tetap Kolej Universiti Kejuruteraan dan Teknologi Malaysia (KUKTEM) di Mukim Kuala Pahang, Daerah Pekan, Pahang”; and
- (xvi) Letter of award dated 8 October 2003 from Mudajaya Corporation Berhad to EKM to supply and install Geogrid, KG400/200 for Ground Improvement Works at Proposed Overhead Crossing CH331.159 KM for Electrified Double Track Project between Rawang and Ipoh.

15.6.2 Financing Documents

- (i) Banking facility agreements dated 30 July 1997, entered into between KESB and OCBC (Malaysia) Bank Berhad (“OCBC”) in respect of credit facilities consisting of overdraft, trust receipts, bankers’ acceptance, shipping guarantees, letter of guarantees, foreign exchange line with a maximum combined aggregate limit of RM3,955,000; a one time letter of credit with a limit of RM7,800,000 cum a term loan facility of up to a principal limit of RM7,800,000 and a term loan facility with a principal limit of RM1,200,000;
- (ii) Debenture issued on 30 July 1997 by KESB for the benefit of OCBC to secure the payment and discharge of the debt owed to OCBC with a principal limit of RM14,250,000;

15. ADDITIONAL INFORMATION (cont'd)

- (iii) Supplemental deed dated 30 July 1997, entered into between KESB and OCBC to amend, vary, modify and extend the terms and conditions contained in the loan agreement dated 5 December 1991 and 20 June 1994 respectively to a maximum combined limit of RM14,250,000;
- (iv) Banking facility agreement dated 21 December 2001, entered into between EKM and EON Bank Berhad ("EON") in respect of a bankers' acceptance with a maximum aggregate limit of RM3,000,000;
- (v) Corporate guarantee issued on 21 December 2001 by Emas Kiara Industries Sdn Bhd to EON to secure the payment of all monies owed to EON by EKM in relation to the bankers' acceptance of RM3,000,000;
- (vi) General facilities agreement dated 1 April 2003, entered into between EKM and Bumiputra Commerce Bank Berhad ("BCB") in respect of credit facilities consisting of bankers' acceptance and domestic bills of exchange purchased with a combined aggregate limit of RM3,000,000;
- (vii) Memorandum of deposit executed on 1 April 2003 by Emas Kiara Industries Sdn Bhd for the benefit of EKM for a fixed deposit of RM2,000,000 with a letter of authorisation to BCB whereby Emas Kiara Industries Sdn Bhd authorised BCB to renew the fixed deposit of RM2,000,000 upon expiry to create a lien in favour of BCB;
- (viii) General facilities agreement dated 30 August 2001, entered into between FIT and BCB in respect of credit facilities consisting of overdraft, banker's acceptance, letter of credit, trust receipts, term loan, and foreign exchange currency with a combined aggregate limit of RM5,600,000;
- (ix) Facility agreement dated 16 May 2000, entered into between EKSB and EON in respect of a fixed loan of RM885,187.
- (x) Debenture issued on 16 May 2000 by EKSB for the benefit of EON to secure the payment and discharge of the debt owed to EON of RM885,187.
- (xi) Corporate guarantee issued on 16 May 2000 by Emas Kiara Industries Sdn Bhd to EON to secure the payment of all monies owed to EON by EKSB of RM885,187;
- (xii) Debenture issued on 15 August 2001 by EKSB for the benefit of EON to secure the payment and discharge of the debt owed to EON of RM897,000;
- (xiii) Corporate guarantee issued on 15 August 2001 by Emas Kiara Industries Sdn Bhd to EON to secure the payment of all monies owed to EON by EKSB of RM897,000;
- (xiv) Corporate guarantee issued on 31 January 2002 by Emas Kiara Industries Sdn Bhd to EON to secure the payment of all monies owed to EON by EKSB in relation to existing facilities of RM8,450,000;
- (xv) Supplementary agreement dated 31 January 2002, entered into between EKSB and EON in respect of credit facilities consisting of term loan, overdraft, letter of credit, trust receipts, bankers' acceptance, domestic bills of exchange, foreign bills of exchange, shipping guarantee and foreign exchange facility with a combined aggregate limit of RM8,450,000; and
- (xvi) Corporate guarantee issued on 3 July 2002 by Emas Kiara Industries Sdn Bhd to EON to secure the payment of all monies owed to EON by EKSB in relation to an ad-hoc facility of RM1,000,000.

15. ADDITIONAL INFORMATION (cont'd)

- (xvii) General facilities agreement dated 19 September 2003 entered into between ATF and BCB in respect of credit facilities consisting of overdraft, multi trade option facilities and foreign exchange currency limit for an aggregate principal amount of RM2,725,000;
- (xviii) Debenture issued on 19 September 2003 by ATF to BCB to secure the payment of all monies owed to BCB in relation to the existing facilities of RM2,725,000;
- (xix) Supplemental Facility Agreement dated 29 October 2003 entered into between FIT and BCB to revise the following terms in the general facility agreement dated 30 August 2001 entered into between the Borrower and BCB
- (a) Multi-Option Facilities**
- | | |
|-----------------|----------------|
| Existing Limit: | RM3,000,000.00 |
| Revised Limit: | RM3,600,000.00 |
- (b) Foreign Exchange Currency Limit**
- | | |
|-----------------|--------------|
| Existing Limit: | RM300,000.00 |
| Revised Limit: | Cancelled |
- (xx) Debenture issued on 29 October 2003 by FIT to BCB to secure the payment of all monies owed to BCB in relation to the Supplemental Facility Agreement dated 29 October 2003;
- (xxi) First Party Second Fixed Legal Charge dated 29 October 2003 in favour of BCB for all that piece of land held under HS (D) 28259, PT No. 10331, Mukim Rawang, Daerah Gombak, Negeri Selangor bearing the postal address of Lot 33, Jalan RP 2, Taman Rawang Perdana, 48000 Selangor together with all the building and structures erected or to be erected thereon in relation to the Supplemental Facility Agreement dated 29 October 2003;
- (xxii) General facility agreement dated 22 December 2003 entered into ATF from BCB for letter of credit and term loan for an aggregate principal amount of RM850,000; and
- (xxiii) Debenture issued on 22 December 2003 by ATF to BCB to secure the payment of all monies owed to BCB in relation to the existing facilities of RM850,000.

15.6.3 Insurance Policies

The insurance policies of the EKIB Group (for an insured sum more than RM500,000) are as follows:

- (i) EKM has purchased Fire Insurance Policy (Ref: Cover Note AW337471) to insure EKM against risk of fire on stock in trade of geotextile, sand-filled mattress, merchandise and all other goods located at Lot 13A, Rawang Industrial Park for the insured sum of RM2,000,000 from 2 January 2004 to 31 December 2004;
- (ii) KESB has purchased Fire Insurance Policy (Ref: Cover Note AW337272) to insure KESB against risk of fire on building; business fixtures and fittings; removal of debris; architects, surveyors and consultant's fees; stock in trade and plant and machinery located at Lot 32, Rawang Industrial Estate for the insured sum of RM14,800,000 from 1 January 2004 to 31 December 2004;
- (iii) ATF has purchased Fire Insurance Policy (Ref: Cover Note KLN 096927) to insure ATF against risk of fire on machinery, spare parts, equipment tools etc; stock in trade and removal of debris located at 2006, Jalan Jelawat, Kawasan Perindustrian Seberang Prai for the insured sum of RM1,500,000 from 1 January 2004 to 31 December 2004;

15. ADDITIONAL INFORMATION (cont'd)

- (iv) EKSB has purchased Fire Insurance Policy (Ref: Cover Note AW337261) to insure EKSB against risk of fire on building; business fixtures and fittings; removal of debris; architects, surveyors and consultant's fees; machinery, utensils, equipment, mould tools and stock in trade located at Lot 13A, Rawang Industrial Estate for the insured sum of RM9,500,000 from 1 January 2004 to 31 December 2004.
- (v) FIT has purchased Fire Insurance Policy (Ref: Policy No. 04DHQ/FFA451657) to insure FIT against risk of fire on building; machinery and equipment; stock in trade; business fixtures and fittings; removal of debris; architects, surveyors and consultant's fees located at Lot 32, Rawang Industrial Estate for the insured sum of RM4,530,000 from 1 October 2003 to 30 September 2004;
- (vi) KESB has purchased Fire Consequential Loss Insurance Policy (Ref: Cover Note. AW 337273) to insure KESB against risk of fire consequential loss on gross profit and auditor's fees at Lot 32, Rawang Industrial Estate for the insured sum of RM5,020,000 from 1 January 2004 to 31 December 2004;
- (vii) EKSB has purchased Fire Consequential Loss Insurance Policy (Ref: Cover Note. AW 337262) to insure EKSB against risk of fire consequential loss on gross profit and auditor's fees at Lot 13A, Rawang Industrial Estate for the insured sum of RM10,020,000 from 1 January 2004 to 31 December 2004;
- (viii) FIT has purchased Fire Consequential Loss Insurance Policy (Ref: Policy No. 04DHQ/FFB451722) to insure FIT against risk of fire consequential loss on gross profit and auditor's fees at Lot 32, Rawang Industrial Estate for the insured sum of RM510,000 from 1 October 2003 to 30 September 2004;
- (ix) EKIB Group have purchased Group Personal Accident Insurance Individual Policy (Ref: Cover Note AW337266) to insure all of EKIB Group's directors and employees for a total insured sum of RM14,379,030 from 1 January 2004 to 31 December 2004;
- (x) FIT has purchased Group Personal Accident Insurance Individual Policy (Ref: Policy No. 04DHQ/PBAZ 42221) to insure certain directors and employees of FIT for a total insured sum of RM882,800 from 26 July 2003 to 31 December 2004;
- (xi) KESB has purchased All Risk Insurance Policy (Ref: Cover Note AW337277) to insure KESB against all risks on all type of machinery complete with accessories located at Lot 32, Rawang Industrial Estate for an insured sum of RM6,000,000 from 1 January 2004 to 31 December 2004;
- (xii) KESB has purchased All Risk Insurance Policy (Ref: Cover Note AW337278) to insure KESB against all risks on its machine located at Lot 32, Rawang Industrial Estate for an insured sum of RM500,000 from 1 January 2004 to 31 December 2004;
- (xiii) KESB has purchased All Risk Insurance Policy (Ref: Cover Note AW337276) to insure KESB against all risks on two (2) sets of machine located at Lot 32, Rawang Industrial Estate for an insured sum of RM1,500,000 from 1 January 2004 to 31 December 2004;
- (xiv) ATF has purchased All Risk Insurance Policy (Ref: Cover Note KLN 096924) to insure ATF against all risks on all plants, machines, equipment, tools, etc located at 2006, Jalan Jelawat, Kawasan Perindustrian Seberang Perai for an insured sum of RM2,500,000 from 1 January 2004 to 31 December 2004;
- (xv) EKSB has purchased All Risk Insurance Policy (Ref: Cover Note AW 337267) to insure EKSB against all risks on its machinery and equipment located at Lot 13A, Rawang Industrial Estate for an insured sum of RM6,831,868 from 1 January 2004 to 31 December 2004;

15. ADDITIONAL INFORMATION *(cont'd)*

- (xvi) EKSB has purchased All Risk Insurance Policy (Ref: Cover Note AW 337269) to insure EKSB against all risks on one machine complete with accessories located at Lot 13A, Rawang Industrial Estate for an insured sum of RM1,700,000 from 1 January 2004 to 31 December 2004;
- (xvii) EKSB has purchased All Risk Insurance Policy (Ref: Cover Note AW 337270) to insure EKSB against all risks on one machine located at Lot 13A, Rawang Industrial Estate for an insured sum of RM1,243,758 from 1 January 2004 to 31 December 2004;
- (xviii) FIT has purchased All Risk Insurance Policy (Ref: Policy No. 04DHQ/AAI145342) to insure FIT against all risks on one (1) set of fibre production plant including all other machinery held in trust and on commission at their factory at Lot 32, Rawang Industrial Estate for an insured sum of RM2,000,000 from 1 October 2003 to 31 December 2004;
- (xix) EKM has purchased Public Liability Insurance Policy (Ref: Cover Note AW337475) to insure EKM against risk of public liability located at Suite E-16-D1, Wisma Sunrise, No. 2 Jalan Kiara, Mont Kiara, 50480 Kuala Lumpur for an insured sum of RM500,000 from 2 January 2004 to 31 December 2004;
- (xx) KESB has purchased Public Liability Insurance Policy (Ref: Cover Note AW337275) to insure KESB against risk of public liability located at Lot 32, Rawang Industrial Estate for an insured sum of RM1,000,000 from 1 January 2004 to 31 December 2004;
- (xxi) ATF has purchased Public Liability Insurance Policy (Ref: Cover Note KLN 096926) to insure ATF against risk of public liability located at Lot 32, Rawang Industrial Estate for an insured sum of RM1,000,000 from 1 January 2004 to 31 December 2004;
- (xxii) EKSB has purchased Public Liability Insurance Policy (Ref: Cover Note AW337264) to insure EKSB against risk of public liability located at Lot 13A, Rawang Industrial Estate for an insured sum of RM1,000,000 from 1 January 2004 to 31 December 2004;
- (xxiii) FIT has purchased Public Liability Insurance Policy (Ref: Policy No. 04DHQ/LPBZ62235) to insure FIT against risk of public liability located at Lot 32, Rawang Industrial Estate for an insured sum of RM2,000,000 from 1 October 2003 to 30 September 2004;
- (xxiv) KEX has purchased Life and Medical Insurance Policy (Ref: Policy No. APG P0096292) to insure KEX to insure one (1) director and one (1) employee of KEX for a total insured sum of S\$1,213,000 from 19 June 2003 to 18 June 2004; and
- (xxv) EKIB has purchased Group Hospital and Surgical Insurance Policy (Ref Policy No. 04DHQ/SHAZ014106) to insure the directors and employees of the EKIB Group from 1 January 2004 to 31 December 2004.

15.7 PUBLIC TAKE-OVER OFFERS

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

- (i) Public take-over offers by the third parties in respect of the Company's shares; or
- (ii) Public take-over offers by the Company in respect of other companies' shares.

15. ADDITIONAL INFORMATION (cont'd)

15.8 GENERAL

- (i) The nature of the EKIB business and the names of all the corporations which are deemed to be related to the Company by virtue of Section 6 of the Act are disclosed in Sections 5.4 and 5.5 of this Prospectus. Other than as mentioned in Sections 5.4 and 5.5 of this Prospectus, there are no corporation deemed to be related to EKIB by virtue of Section 6 of the Act.
- (ii) The time of the opening and closing of the Application is set out in Section 3.1 of this Prospectus.
- (iii) Apart from the listing sought on the Second Board of the MSEB, EKIB is not listed on any stock exchange.
- (iv) Save for the Acquisitions as set out in Section 9.1.3, there is no amount paid within the two (2) years immediately preceding the date of this Prospectus or is payable to any director, Promoter, expert or proposed director by EKIB or its subsidiary companies as commission, discount, brokerage or other special terms for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of EKIB or its subsidiary companies in connection with the issue or sale of any capital of EKIB or its subsidiary companies.
- (v) Save as disclosed in Section 4 of this Prospectus, the directors are not aware of any material information including trade factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Company or its subsidiary companies.
- (vi) Save for the banking facilities mentioned in Section 11.2.3, the EKIB Group does not have any loan capital or convertible debt securities outstanding or created but unissued nor any mortgages or charges or contingent liabilities outstanding.
- (vii) Save as disclosed in Section 4.6 of this Prospectus, there is no person who directly/indirectly, jointly/severally, exercise control over the EKIB Group and particulars of the proportion of the voting capital held.

15.9 RESPONSIBILITY STATEMENTS

Alliance, being the advisor, managing underwriter and underwriter, acknowledges that based on all available information, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the IPO, and is satisfied that any profit estimate and forecast (for which the directors of EKIB are fully responsible), prepared for inclusion in this Prospectus have been stated by the directors after due and careful inquiry and have been duly reviewed by the Reporting Accountants.

This Prospectus has been seen and approved by the directors and Promoters of EKIB 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, that to the best of their knowledge and belief, there are no false or misleading statement or other facts, the omission of which would make any statement herein false and/or misleading. The directors hereby accept full responsibility for the profit estimate and forecast included in this Prospectus and confirm that the profit estimate and forecast have been prepared based on assumptions made.

15. ADDITIONAL INFORMATION (cont'd)

15.10 CONSENTS

- (i) The written consents of the Advisor, Managing Underwriter, Underwriters, Auditors, Reporting Accountants, Issuing House, Share Registrar, Solicitors, Independent Business and Market Research Consultant, Company Secretary, and Principal Bankers 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 Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the consolidated profit estimate and forecast for the financial years ended/ending 31 December 2003 and 2004 respectively and the proforma consolidated balance sheets of the EKIB Group as at 31 October 2003 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.
- (iii) The written consent of the Independent Business and Market Research Consultants to the inclusion of their Summary Independent Market Research Consultants' Report in the form and context in which it is contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

15.11 DOCUMENTS AVAILABLE FOR INSPECTION

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

- (i) Memorandum and Articles of Association of EKIB and its subsidiary companies;
- (ii) Reporting Accountants' Letter relating to the consolidated profit estimate and forecast for the financial years ended/ending 31 December 2003 and 2004 respectively as included herein under Section 11.3.2;
- (iii) Reporting Accountants' Letter relating to the proforma consolidated balance sheets of the EKIB Group as at 31 October 2003 as included herein under Section 11.7.1;
- (iv) Accountants' Report and Directors' Report as included herein under Section 12.0 and 13.0 respectively;
- (v) The Independent Assessment of the Geosynthetics Industry dated 2 March 2004 as included herein under Section 14.0 and the Independent Business and Market Research Consultants' report dated 25 July 2003;
- (vi) Audited financial statements of EKIB and its subsidiary companies for the past five (5) financial years (where applicable) ended 31 December 2002 as follows;
 - (a) EKIB for the 7-month financial period ended 31 December 1999 and financial years ended 31 December 2000 to 31 December 2002;
 - (b) EKSB for the financial years ended 30 November 1998 to 30 November 1999, 13-month financial period ended 31 December 2000 and financial years ended 31 December 2001 to 31 December 2002;
 - (c) KESB for the financial years ended 31 March 1999 to 31 March 2000, 9-month financial period ended 31 December 2000 and financial years ended 31 December 2001 to 31 December 2002;
 - (d) EKM for the financial years ended 31 December 1998 to 31 December 2002;
 - (e) ATF for the financial years ended 31 March 1999 to 31 March 2000, 9-month financial period ended 31 December 2000 and financial years ended 31 December 2001 to 31 December 2002;

15. **ADDITIONAL INFORMATION** *(cont'd)*

- (f) FIT for the financial years ended 31 December 1998 to 31 December 2002; and
- (g) KEX for the 11^{1/2}-month financial period ended 31 December 1998 and financial years ended 31 December 1999 to 31 December 2002.

- (vii) Consolidated audited financial statements of EKIB for the financial period ended 31 October 2003;

- (viii) Audited financial statements of the EKIB's subsidiary companies for the financial period ended 31 October 2003;

- (ix) The material contracts referred to under Section 15.5 of this Prospectus;

- (x) The material agreements referred to under Section 15.6 of this Prospectus;

- (xi) The letters of consent referred to under Section 15.10 of this Prospectus; and

- (xii) Service contract referred to Section 6.8 of this Prospectus.

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