
16. ADDITIONAL INFORMATION

STATUTORY AND GENERAL INFORMATION

In accordance with the provisions of the Securities Commission Act, 1993 the following information is included in and forms an integral part of the Prospectus.

16.1 GENERAL

- (i) The nature of the Company's business is set out in Section 6.1 of this Prospectus.
- (ii) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 17.4 of this Prospectus.
- (iii) The time of opening of the Application List for the Shares is set out in Section 17.1 of this Prospectus.
- (iv) The amount payable in full is RM0.30 per Share.
- (v) Particulars relating to the outstanding borrowings and contingent liabilities of the Company are disclosed in Section 10.6 of this Prospectus.
- (vi) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.

16.2 SHARE CAPITAL

- (i) No shares of the Company will be issued or allotted on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (ii) There is only one (1) class of shares in the Company, namely ordinary shares of RM0.10 each, all of which rank pari passu with one another. The shares shall, upon allotment and issue, rank pari passu in all respects with the existing ordinary shares of the Company.
- (iii) There is at present no other scheme for or involving the employees in the share capital of the Company or its subsidiaries save as disclosed in Section 6.3 and Section 6.4 of this Prospectus.
- (iv) Save for the Options granted under the ESOS to be implemented after the IPO, as disclosed in Section 6.4, no person has an option or is entitled to be given an option to subscribe for any shares, stocks or debentures in the Company or its subsidiaries.
- (v) As at the date of this Prospectus, the Company and its subsidiaries do not have any outstanding convertible debt securities.
- (vi) No shares, debentures, outstanding warrants, options, convertible securities or uncalled capital of the Company or its subsidiaries have been issued or are proposed to be issued as partly or fully paid-up in cash or otherwise than in cash within the two (2) years preceding the date of this Prospectus save as disclosed in Section 3.3, Section 6.2, Section 6.3 and Section 6.5 of this Prospectus.

16. ADDITIONAL INFORMATION (cont'd)

16.3 ARTICLES OF ASSOCIATION

The following provisions are reproduced from the Company's Articles of Association:

Transfer of securities

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

Article 45

- (1) Subject to the provisions of the Act and these Articles (with respect to the transfer of a security that is not a deposited security), a member may transfer all or any of his securities by instrument in writing in the form specified by the Act from time to time.
- (2) The transfer of any listed security or class of listed security that is a deposited security 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 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 such listed securities.

Article 46

Subject to any written law, the instrument of transfer of any security that is not a deposited security shall be signed both by the transferor and the transferee and the transferor shall be deemed to remain the holder of such security until the name of the transferee is entered in the Register of Members.

Article 47

- (1) Subject to Article 61 and the provisions of the Central Depositories Act and the Rules, there shall be no restriction on the transfer of fully paid shares except where required by law.
- (2) The Central Depository may, in its absolute discretion, refuse to effect any transfer of a share that is a deposited security which does not comply with the Central Depositories Act and the Rules.
- (3) The Directors may decline to register any transfer of shares that is not a deposited security upon which the Company has a lien; and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.
- (4) If in the exercise of its rights under this Article, the Directors refuse to register a transfer of a share that is not a deposited security, they shall despatch to the lodging broker (if any) and the transferee written notice of the refusal and the precise reasons thereof within ten (10) market days after the date of which the transfer was lodged with the Company.

Article 48

- (1) For the purpose of registration of a transfer of shares that are not deposited securities, every instrument of transfer shall be left at the office of the Company's registrar together with the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.
- (2) All instruments of transfer in respect of shares that are not deposited securities which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

16. ADDITIONAL INFORMATION (cont'd)

- (3) Before registering any transfer tendered for registration in respect of shares that are not deposited securities, the Directors may, if they think fit, give notice by letter posted in the ordinary course to the registered holder that such transfer deed has been lodged and that unless objection is taken, the transfer will be registered and if such registered holder fails to lodge an objection in writing at the Registered Office of the Company within ten (10) days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer.

Article 49

- (1) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares (that are not deposited securities) apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.

And in every such case, the person registered as transferee shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

- (2) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares registered by the Central Depository, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.

Article 50

No transfer of shares that are not deposited securities shall be made to a minor or a person of unsound mind or who is insolvent or in the name of any firm or partnership.

Article 52

Any fee charged on the transfer of a share that is not a deposited security (excluding stamp duty) shall be a sum of money paid in advance as the Directors may from time to time determine and which the Company may be permitted to charge by law and by the Stock Exchange.

Article 53

The transfer books and Register of Members and register of debenture holders (in respect of non-deposited securities) may on due notice being given as required by the Act and the Stock Exchange be closed during such time or times as the Directors think fit, not exceeding in the whole thirty (30) days in each year. The Company may require the Central Depository to suspend the transfer of shares that are deposited securities at such times and for such periods as the Directors may from time to time determine.

16. ADDITIONAL INFORMATION (cont'd)

Remuneration of Directors

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

Article 95

- (1) The fees payable to the Directors shall be such fixed sum as may be determined by the Company in general meeting. Any Director holding office for a part of a year shall be entitled to a proportionate part of such fees.
- (2) Fees payable to non-executive Directors shall be by a fixed sum and not by a commission on, or a percentage of, profits or turnover.
- (3) The 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.
- (4) The Directors shall be paid by the Company such reasonable travelling, hotel and other expenses as they may incur in attending meetings of the Company or of Directors or of committees of Directors or which they may otherwise incur in connection with the Company's business.

Article 96

Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, allowances or otherwise as the Board may determine provided that such extra remuneration shall not be by way of a commission on, or a 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 Directors in proposal, arrangements or contracts in which they are interested are as follows:

Article 111

- (1) The Directors may from time to time at their discretion raise or borrow money for the purpose of the Company or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage, charge, or other security on the undertaking or the whole or any part of the property of the Company both present and future, including its uncalled capital for the time being.
- (2) Any bonds, notes, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.
- (3) If the Director 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 mortgage, 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 other persons so becoming liable as aforesaid from any loss in respect of such liability.

16. ADDITIONAL INFORMATION (cont'd)

- (4) Except as permitted by the Listing Requirements, the Directors shall not borrow any money or mortgage or charge any of the Company's or its Group's undertaking, property or any uncalled capital or issue any debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

Article 113

- (1) No Director or intending Director shall be disqualified by reason of his office from holding any other office or place of profit under the Company (other than that of auditor) or under any company in which the Company shall be a shareholder or otherwise has an interest in or from contracting with the Company or any company in which the Company is a shareholder or in which the Company otherwise has an interest either with regard to his/her tenure of any such office or place of profit or as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company or any other company as aforesaid 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 only of such Director holding that office or of the fiduciary relation hereby established by the nature of his/her interest shall be declared by him/her at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration of his/her interest then exists or in any other case at the first meeting of the Directors after he/she becomes so interested.
- (2) A Director shall not vote in respect of any contract, proposed contract or arrangement in which he is interested directly or indirectly and if he/she shall do so his/her vote shall not be counted but his/her prohibition shall not apply to any contract, proposed contract or arrangement for giving any Director security or indemnity in respect of money lent by him/her to or obligations undertaken by him/her for the benefit of the Company.
- (3) For the purposes of sub-article (1), a general notice given to the Directors at a meeting of Directors by any Director to that effect that he/she is a member or officer of any specified corporation, company or firm and is to be regarded as interested in any contract which may thereafter be made with that corporation, company or firm shall be deemed a sufficient declaration of interest in relation to any contract so made if it specified the nature and extent of the interest in the specified corporation, company or firm and his interest is not different in nature or greater in extent than the nature and extent so specified in the general notice at the time any contract is so made.

Changes in the share capital and variation of class rights

The provisions in the Company's Articles of Association dealing with the changes in the share capital and variation of class rights are as follows:

Article 4

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the provisions of these Articles and the Act, shares in the Company 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 Company may from time to time by ordinary resolution determine.

16. ADDITIONAL INFORMATION (cont'd)

Article 5

The Company shall have power to issue preference shares carrying a right to redemption out of profits or liable to be redeemed at the option of the Company or to issue preference capital ranking equally with or in priority to preference shares already issued and the Directors may, subject to the provisions of the Act, these Articles, the Listing Requirements and any other relevant rules, regulations and guidelines for the time being in force including modifications, amendments and re-enactments in relation thereto, to redeem such shares on such terms and in such manner and whether at par or at a premium as they may think fit PROVIDED THAT the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time.

Article 6

The Company shall have the power, subject to obtaining the prior approval from the relevant authorities (where required) and in accordance with the provisions of the Act, these Articles, the Listing Requirements and any other relevant rules, regulations and guidelines for the time being in force including modifications, amendments and re-enactments in relation thereto, to purchase and acquire its own shares. Any shares so purchased by the Company shall be dealt with in accordance with the provisions of the Act, the Listing Requirements and/or any rules, regulations, guidelines, requirements and/or orders thereunder issued by the Stock Exchange and/or any other relevant authorities for the time being in force.

Article 7

- (1) The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors. Subject as aforesaid the shares shall be under the control of the Directors who may, subject to the Company's Memorandum of Association, these Articles and the Act, allot and issue the same to such persons on such terms and conditions and at such times as the Directors think fit and with full power to give to any person the call of any shares either at par or at a premium and for such consideration as the Directors think fit.
- (2) 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 issue, be offered to such persons as at the date of 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, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, if not accepted, 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 new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article.
- (3) The Directors in making any allotment of shares in the Company shall not issue any shares at a discount except in compliance with the provisions of Section 59 of the Act.
- (4) The rights attaching to shares of a class other than ordinary shares shall be set out in the Memorandum of Association or these Articles or expressed in the resolution creating the same.
- (5) Subject to the existing laws for the time being in force, all new issues of securities for which listing is sought shall be by way of crediting the securities accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act in which event it shall so similarly be exempted from compliance with this provision. The Company shall notify the Central Depository to enable the Central Depository to make the appropriate entries in the securities accounts of such allottees.

16. ADDITIONAL INFORMATION (cont'd)

Article 8

- (1) The Company shall not issue shares to transfer a controlling interest in the Company without prior approval of shareholders in general meeting.
- (2) No Director shall participate in an issue of shares or options to employees unless shareholders in general meeting have approved of the specific allotment to be made to such Director.
- (3) Directors not holding office in an executive capacity may participate in an issue of shares of the Company pursuant to a public issue or public offer or any other scheme approved by the relevant authorities and the shareholders of the Company.
- (4) Subject to the provisions of these Articles and notwithstanding the existence of a resolution pursuant to Section 132D of the Act, the Company shall ensure that it shall not issue any shares or convertible securities if the nominal value of any such shares or convertible securities, when aggregated with the nominal value of any such shares or convertible securities issued during the preceding twelve (12) months, exceeds ten (10) percent of the nominal value of the issued and paid up capital of the Company, except where the shares or convertible securities are issued with the prior approval of the shareholders in general meeting of the precise terms and conditions of the issue.
- (5) Notwithstanding the above, the Company may apply to the Stock Exchange to waive the convening of an extraordinary general meeting to obtain shareholders' approval for further issues of shares (other than bonus or rights issues) where in accordance with the provisions of Section 132D of the Act, there is still in effect a resolution approving the issuance of shares by the Company and the aggregate issues of which in any one financial year do not exceed ten (10) percent of the issued capital.

Article 17

- (1) If at any time the share capital is divided into different classes of shares:
 - (a) the repayment of preference capital other than redeemable preference capital; or
 - (b) the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class),may subject to the Act, whether or not the Company is being wound up, be made or varied or abrogated, as the case may be, only with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, 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 shares of that class within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.
- (2) The provisions of these Articles relating to general meetings apply so far as they are capable of application and mutatis mutandis to every such separate meeting.
- (3) 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 shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.
- (4) The provisions of the Act on special resolutions shall with such adaptations as are necessary apply to special resolutions referred to in this Article 17.

16. ADDITIONAL INFORMATION (cont'd)**16.4 DIRECTORS, PROMOTER AND SUBSTANTIAL SHAREHOLDERS**

- (i) The names, addresses and occupations of the Directors are set out in Section 1 of this Prospectus.
- (ii) A Director is not required to hold any qualification shares in the Company or its subsidiary and/or associated companies unless otherwise so decided by the Company in general meeting.
- (iii) None of the Directors of the Company has any existing or proposed service contracts with the Company or any of its subsidiaries including contracts expiring, or determinable by the Company without payment or compensation (other than statutory compensation) within one (1) year.
- (iv) Save as disclosed in Section 7.2, no amount or benefit has been paid or intended to be paid or given by the Company to the Directors, promoter or substantial shareholders of the Company within the two (2) years preceding the date of this Prospectus.
- (v) The direct and indirect shareholdings of the Directors and substantial shareholders of the Company before and after the IPO are as follows:

Interests of substantial shareholders

Substantial shareholder	Before IPO				After IPO			
	Direct interest		Indirect interest		Direct interest		Indirect interest	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
Low Chin Guan [#]	202,500,000	80.0	45,000,000 [^]	20.0	202,500,000	45.0	45,000,000 [^]	10.0
Wong Koon Mei @ Wong Kwan Mooi [#]	45,000,000	20.0	202,500,000 [^]	80.0	45,000,000	10.0	202,500,000 [^]	45.0

Notes:

[^] Deemed interested by virtue of family relationship between Low Chin Guan and Wong Koon Mei @ Wong Kwan Mooi, who is his mother, pursuant to Section 6A of the Act

[#] Substantial shareholder

Interests of Directors

Substantial shareholder	Before IPO				After IPO			
	Direct interest		Indirect interest		Direct interest		Indirect interest	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
Low Chin Guan	202,500,000	80.0	45,000,000 [^]	20.0	202,500,000	45.0	45,000,000 [^]	10.0
Kwek Siew Leng [#]	45,000,000	20.0	202,500,000 [^]	80.0	300,000	0.07	-	-
Toh Seng Thong [#]	-	-	-	-	-	-	-	-
Abdul Aziz bin Derashid [#]	-	-	-	-	300,000	0.07	-	-

Notes:

[^] Deemed interested by virtue of family relationship between Low Chin Guan and Wong Koon Mei @ Wong Kwan Mooi, who is his mother, pursuant to Section 6A of the Act

[#] Assuming full subscription of the Pink Form Shares allocation pursuant to the IPO

16. ADDITIONAL INFORMATION (cont'd)

- (vi) Save as disclosed in Section 9, none of the Directors and substantial shareholder of the Company has any contracts or arrangements subsisting at the date of this Prospectus in which any Director or substantial shareholder of the Company is interested and which is significant in relation to the business of the Company or the Group taken as a whole.
- (vii) Save as disclosed in Section 7.1, there are no persons who directly or indirectly and jointly or severally, exercise control over the Company and its subsidiaries.
- (viii) No Director, key management and/or key technical personnel is or has been involved in any of the following events (whether in or outside Malaysia):
 - (a) a petition under any bankruptcy or insolvency laws which was filed (and not struck out) against such person or any partnership in which such person was a partner or any corporation of which such person was a Director, key management or key technical personnel;
 - (b) conviction in a criminal proceedings or is a named subject of a pending criminal proceedings; and
 - (c) the subject of any order, judgement or ruling of any court of competent jurisdiction temporarily enjoining such person from acting as an investment adviser, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.

16.5 PUBLIC TAKEOVER

During the last financial year ended 31 January 2004 and the current financial year ending 31 January 2005:

- (i) There were no public take-over offers by third parties in respect of the shares of the Company; and
- (ii) There were no public take-over offers by the Company in respect of the shares of other companies.

16.6 MATERIAL LITIGATION

Save as disclosed below, neither Adventa nor any of its subsidiaries is engaged in any litigation or arbitration, either as a plaintiff or defendant, which has a material effect on the financial position of Adventa or any of its subsidiaries, and the Directors are not aware of any proceedings pending or threatened, or of any fact likely to give rise to any proceedings, which might materially and adversely affect the position and business of Adventa or any of its subsidiaries.

On 21 June 2002, TNSB commenced legal action against Madegom LTDA ("Madegom") for the recovery of a debt for the sum of approximately USD108,721 for goods sold and delivered by TNSB to Madegom.

The Civil Court of Santiago had on 30 September 2003, ruled in favour of TNSB for Madegom to pay the amount claimed by TNSB of USD108,721 plus interests and readjustments. In addition, a caveat was placed on the office building, five trucks and goods belonging to Madegom totaling USD110,000 as additional security. Madegom filed an appeal on the judgement on 20 October 2003.

The solicitors of TNSB for this case are of the view that TNSB has a good prospect of the recovery of the debt.

16. ADDITIONAL INFORMATION (cont'd)**16.7 MATERIAL CONTRACTS**

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

- (i) Sale and Purchase Agreement dated 23 June 2003 between TNSB and China National Foreign Trade Financial and Leasing Corporation for the acquisition of 5,000,000 ordinary shares of RM1.00 each representing the entire issued and paid-up capital of PPM, for a purchase consideration of RM3,838,000 to be wholly satisfied by cash.
- (ii) Share Sale Agreement dated 23 January 2003 between TNSB and Dr. Peter Schwaderer for the acquisition of the entire issued and paid-up capital of Ulma of 1 ordinary share of Euro 25,000 for a purchase consideration of Euro 25,000 to be wholly satisfied by cash.
- (iii) Sale and Purchase of Share Agreement dated 24 July 2003 between TNSB and Adventa for the acquisition of 5,000,000 ordinary shares of RM1.00 each representing the entire issued and paid-up capital of PPM, for a total consideration of RM3,838,000 to be wholly satisfied by cash.
- (iv) Sale and Purchase of Share Agreement dated 24 July 2003 between TNSB and Adventa for the acquisition of the entire issued and paid-up capital of Ulma of 1 ordinary share of Euro 25,000 for a purchase consideration of RM100,000 to be wholly satisfied by cash.
- (v) Sale and Purchase of Share Agreement dated 24 July 2003 between Low Chin Guan and Wong Koon Mei @ Wong Kwan Mooi and Adventa for the acquisition of 2,000,000 ordinary shares of RM1.00 each representing the entire issued and paid-up capital of TNSB, for a total consideration of RM25,400,000 to be wholly satisfied by the issuance of 254,000,000 new Adventa shares at an issue price of RM0.10 each.
- (vi) Sale and Purchase of Share Agreement dated 24 July 2003 between Low Chin Guan and Wong Koon Mei @ Wong Kwan Mooi and Adventa for the acquisition of 5 ordinary shares of RM1.00 each representing the entire issued and paid-up capital of AHSB, for a total consideration of RM599,998 to be wholly satisfied by the issuance of 5,999,980 new Adventa shares at an issue price of RM0.10 each.
- (vii) Sale and Purchase of Share Agreement dated 24 July 2003 between Low Chin Guan and Low Lea Kwan and Adventa for the acquisition of 200,000 ordinary shares of RM1.00 each representing the entire issued and paid-up capital of Nusaco, for a cash consideration of RM170,000.
- (viii) Underwriting Agreement dated 14 May 2004 between the Company, Affin Merchant and Affin Securities Sdn Bhd, as the Underwriters, for the underwriting of up to 41,000,000 ordinary shares of RM0.10 each in Adventa at an underwriting commission of 2.5% of the Issue Price of RM0.30 per Share.
- (ix) Placement Agreement dated 14 May 2004 between the Company and Affin Merchant, as Placement Agent, for the placement of 26,500,000 ordinary shares of RM0.10 each in Adventa for a placement fee of 1.25% of the Issue Price of RM0.30 per Share.

16.8 MATERIAL AGREEMENTS

The following are agreements that are or may be material and have been entered into by Adventa and its subsidiaries:

- (i) Contract Note dated 10 January 2003 between TNSB and Felda Rubber Industries Sdn Bhd for the purchase of raw materials (latex) amounting to RM7,800,000, contracted for delivery between April 2003 and March 2004.

16. ADDITIONAL INFORMATION (cont'd)

- (ii) Letter of Offer dated 18 December 1998 by International Bank Malaysia Berhad to TNSB for the provision of credit facilities (overdraft/ term loan/ import line/local documentary credit/deferred payment credit/ esport credit refinancing/ export line/ trust receipt/ bankers acceptance/ bank guarantee/ shipping guarantee and foreign exchange line) of up to RM16,300,000.
- (iii) Letter of Offer dated 11 February 1999 by Multi-Purpose Bank Berhad to TNSB for the provision of credit facilities (overdraft/ letter of credit/ import export/ bills discounting/ bankers acceptance/ export credit financing/ bankers guarantee and foreign exchange line) of up to RM12,400,000.
- (iv) Letter of Offer dated 25 November 1999 by Malaysia Industrial Development Finance Berhad for machinery/ equipment loan of up to RM495,000.
- (v) Letter of Offer dated 16 June 2001 by Bumiputera Commerce Bank Berhad for credit facilities (term loan/ letter of credit/ trust receipt/ overdraft and multi-option line) of up to RM22,000,000.
- (vi) Letter of Offer dated 27 November 2001 by RHB Bank Berhad for credit facilities (overdraft/ letter of credit/ trust receipt/ bankers acceptance/ shipping and export credit/ and foreign exchange line) of up to 1,900,000.
- (vii) Machinery/Equipment Lease Agreement dated 8 May 2001 between Bank Pembangunan dan Infrastruktur Malaysia Berhad ("BPIMB") and TNSB for leasing of machinery (RDM-SD Double Track Packaging Machine) amounting to RM726,316.20.
- (viii) Machinery/Equipment Lease Agreement dated 22 March 2001 between BPIMB and TNSB for leasing of machinery (Vickers Hoskins SWT-35 Five Tube Packaged Steam Boiler) amounting to RM716,428.80.

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16. ADDITIONAL INFORMATION (cont'd)

(ix) Insurance policies taken up with AON Insurance Borkers (Malaysia) Sdn Bhd as follows:

Policy no.	Nature	Period	Sum insured
BK-11034679-FC1	Fire	01.02.04 to 31.01.05	33,700,000
BK-11034702-FC1	Fire	01.02.04 to 31.01.05	2,400,000
BK-05255753-FC2/00002	Fire	01.04.04 to 31.01.05	4,970,000
BK-14002066-LOP	Consequential Loss	01.02.04 to 31.01.05	30,000,000
BK-59009555-BG	Buglary	01.02.04 to 31.01.05	250,000
BK-05109352-ME	All Risk	01.02.04 to 31.01.05	1,043,000
BK-67002891-MIT	Money	01.02.04 to 31.01.05	700,000
BK-56000203-BP	Boiler & Pressure Vessels	01.02.04 to 31.01.05	1,700,000
BK-53008060-PL	Public Liability	01.02.04 to 31.01.05	2,000,000
KLD/PRGA/04-000417	Personal Accident	01.02.04 to 31.01.05	5,000,000
BK-46021882-NGA	Group Personal Accident	01.02.04 to 31.01.05	11,000,000
BK-05062699-MCA	Goods In Transit	01.12.03 to 30.11.04	48,000,000
BK-05205745-EAR	Erection All Risks Policy	15.11.03 to 31.05.04	4,600,000
BK-05205669-CAR	Contractors's All Risk	06.11.03 to 31.05.04	3,180,000
			148,543,000

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16. ADDITIONAL INFORMATION (cont'd)**16.9 CONSENTS**

The written consents of the Adviser, Underwriter and Placement Agent, Company Secretaries, Share Registrar, Issuing House, Solicitors for the Due Diligence, Independent Business and Industry Consultant and Principal Bankers for the inclusion in this Prospectus of their names in the form and context in which they appear have been given and have not been subsequently withdrawn before the issue of this Prospectus.

The written consent of the Auditors and Reporting Accountants for the inclusion in this Prospectus of their name and Letters relating to the consolidated profit forecast for the financial year ending 31 January 2005 and proforma consolidated balance sheets of Adventa as at 31 January 2004 and Accountants' Report respectively, in the form and context in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

The written consents of the Independent Business and Industry Consultant to the inclusion in this Prospectus of their names and reports in the form and context in which they appear have been given and have not been subsequently withdrawn before the issue of this Prospectus.

16.10 RESPONSIBILITY STATEMENTS

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

The Affin Merchant, being the Adviser, Managing Underwriter and Underwriter acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the IPO and is satisfied that the profit forecast (for which the Directors of Adventa are fully responsible) prepared for inclusion in the Prospectus have been stated by the Directors of Adventa after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

16.11 DOCUMENTS AVAILABLE FOR INSPECTION

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

- (i) Memorandum and Articles of Association of the Company;
- (ii) Relevant cause papers referred to in Section 16.6 of this Prospectus;
- (iii) Material contracts referred to in Section 16.7 of this Prospectus;
- (iv) Material agreements referred to in Section 16.8 of this Prospectus;
- (v) Reporting Accountants' letters on the consolidated profit forecast and proforma consolidated balance sheets as included in Section 10.10 and Section 10.13 of this Prospectus;
- (vi) Accountants' Report and Directors' Report as included in Section 11 and Section 14 of this Prospectus;
- (vii) Independent Market Research Report as included in Section 12 of this Prospectus;

16. ADDITIONAL INFORMATION *(cont'd)*

- (viii) The Valuation Certificate and Report referred to in Section 13 of this Prospectus;
- (ix) Audited accounts of Adventa and its subsidiaries for the last five (5) financial years ended 31 January 2004; and
- (x) Letters of consent referred to in Section 16.9 of this Prospectus.