

14. OTHER GENERAL INFORMATION

14.1 SHARE CAPITAL

- (i) No Shares, ICULS, ICPS and Warrants will be allocated or sold on the basis of this prospectus later than twelve (12) months after the date of issue of this prospectus.
- (ii) There are no founder, management or deferred shares in the Company and its subsidiary company.
- (iii) Save for Shares to be issued pursuant to the conversion of ICULS, ICPS and exercise of Warrants thereof, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash, within the two (2) years preceding the date hereof.
- (iv) There is currently no other scheme for or involving the directors or employees in the capital of the Company or its subsidiaries.

14.2 ARTICLES OF ASSOCIATION

The following are extracts of the provisions reproduced from the Company's Articles of Association. Terms used are as defined in the said Articles of Association.

(A) Transfer of Securities

Article 27 Transfer of Shares

- (i) Every instrument of transfer shall be in writing and in the prescribed form as approved under the Rules and shall be presented to the Depository with such evidence (if any) as the Depository may require, from time to time to prove that the title of the intending transferor and the intended transferee is a qualified person from time to time.
- (ii) Subject to the restriction imposed by these Articles, Listing Requirements, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the transfer of any listed security or class of listed security of the Company, shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding, Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities.
- (iii) Subject to any written law, the instrument of transfer of any security that is not a Deposited Security shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

Article 28 Depository's discretion to refuse

In the case of Deposited Security, the Depository may refuse to effect any transfer of Deposited Security that does not comply with the Central Depositories Act and Rules or where the reason for the transfer does not fall within any of the approved reasons provided in the Rules.

14. OTHER GENERAL INFORMATION (CONT'D)

Article 29 In what cases Directors may decline to register transfer

- (i) The Directors may in their absolute discretion decline to register any transfer of shares that is not a Deposited Security where the registration of the transfer would result in contravention of or failure to observe the provisions of any laws in Malaysia or the transfer is in respect of a partly paid shares in respect of which a call has been made and is unpaid.
- (ii) If in the exercise of its rights under this Articles, the Directors refuse to register a transfer of a shares 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 30 No restriction on fully paid shares

Subject to the provisions of the Act, the Central Depositories Act, Rules and Listing Requirements, there shall be no restriction on the transfer of fully paid securities except where required by law or the transfer is in respect of a partly paid shares in respect of which a call has been made and is unpaid.

Article 31 No transfer to minor etc.

Subject to any written law, no share shall in any circumstances be transferred to any minor, bankrupt or person of unsound mind or who is insolvent or in the name of any firm or partnership.

Article 32 Transfer to be left at office and evidence of title given

- (i) 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.
- (ii) 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.
- (iii) 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.

14. OTHER GENERAL INFORMATION (CONT'D)**Article 33 No liability**

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 or for acting upon a transfer of shares registered by the Depository 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, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title hereto.

Article 34 Suspension of transfer

The registration of transfers may be suspended at such times and for such periods 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 or (where the Listing Requirements apply to the Company) such number of days as may be prescribed by the Exchange. If the Listing Requirements apply to the Company, the Company shall give the Exchange prior written notice and publication in a daily newspaper circulating in Malaysia of the period of the intended suspension or closure and the purposes thereof, which notice shall be at least twelve (12) clear Market Days after the date of announcement to the Exchange or such number of days as may be prescribed by the Exchange. In relation to the closure, the Company shall give written notice in accordance with the Rules to prepare the appropriate Record of Depositors. In the event the Listing Requirements do not apply to the Company, the Company may close its Register at such times and for such periods as the Directors think fit, but so that no part of the Register shall be closed for more than thirty (30) days in the aggregate in any calendar year.

Article 35 Renunciation

Subject to the provisions of these Articles, the Exchange, Central Depositories Act and the Rules, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person.

Article 40 Fee for registration

The Company shall be entitled to charge a fee not exceeding Ringgit Malaysia Three (RM3.00) or such sum as may from time to time be permitted by the Exchange in respect of the registration of every probate, letter of administration, certificate of death or marriage, power of attorney or any instrument relating to or affecting the title to the shares. All such fees shall be paid in advance before registration.

(B) Remuneration Of Directors**Article 105 Directors' remuneration**

- (i) The fees payable to the Directors shall from time to time be determined by an Ordinary Resolution of the Company in general meeting provided that such fees shall not be increased except pursuant to an Ordinary Resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.

14. OTHER GENERAL INFORMATION (CONT'D)

- (ii) Executive director(s) shall, subject to the terms of any agreement (if any) entered into in any particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may from time to time determine. All remuneration payable to the non-executive Director(s) shall be determined by a resolution of the Company in general meeting.
- (iii) Fees payable to non-executive Directors shall be a fixed sum, and not by a commission on, or percentage of, profits or turnover.
- (iv) Salaries payable to executive Directors may not include a commission on, or percentage of turnover.
- (v) Any fee paid to an Alternate Director shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the Director nominating him.

Article 106 Reimbursement of expenses

- (i) The Directors shall be paid all their travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meeting of the Company or in connection with the business of the Company.
- (ii) If any Director being willing shall be called upon to perform extra services or to make any special efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, he shall be entitled to receive such sum as the Directors may think fit either as a fixed sum or as percentage of profits or otherwise but not a commission on or percentage of turnover and such remuneration may, as the Directors shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses of the Company.

(C) Voting And Borrowing Powers Of Directors

Article 109 Directors' borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge any of the Company's or the subsidiaries' undertaking, property or uncalled capital as the case may be, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

Article 128 Restriction on voting

A Director shall not vote in respect of any contract or proposed contract or arrangement in which he is interested, directly or indirectly, and if he does so vote, his vote shall not be counted. Subject to Article 129, he shall not be counted in the quorum present at any meeting, but neither of these prohibitions shall apply to:-

- (i) any arrangement for giving the Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company or any of its subsidiaries; or
- (ii) any contract or proposed contract which relates to any loan to the Company or any of its subsidiaries or arrangement for the giving by the Company of any

14. OTHER GENERAL INFORMATION (CONT'D)

security to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or

- (iii) any contract or proposed contract or arrangement with any other corporation in which he is interested only as a holder of shares or Securities or as creditor and such interest is not material ; or
- (iv) any contract or proposed contract which has been or will be made with or for the benefit of or on behalf of a corporation (as defined in the Act) which by virtue of Section 6 of the Act is deemed to be related to the Company- that he is a director of that corporation.

Article 129 Relaxation of restriction

A Director notwithstanding his interest, may, provided that none of the other directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment as hereinafter mentioned are considered or whereat any decision is taken upon any contract or arrangement in which he is in anyway interested provided always that he has complied with Section 131 of the Act.

(D) Changes In Capital And Variation Of Class Rights

Article 6 Modification of class rights

- (a) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to the Act, whether or not the Company is being wound up, be made, varied or abrogated, with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting, the provision of these Articles relating to general meetings shall apply mutatis mutandis but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third of the issued share of the class and that any holder of the shares of the class present in person or by proxy may demand a poll. To every such Special Resolution the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply.
- (b) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects pari passu therewith.

Article 61 Power to alter capital

The Company may from time to time by Ordinary Resolution:-

- (a) Increase the share capital by the creation of new shares of such amount as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

14. OTHER GENERAL INFORMATION (CONT'D)

- (c) subdivide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association so however that in the sub-division the proportion between the amount paid and the amount (if any) unpaid on each reduced shares shall be the same as it was in the case of the share from which the reduced share is derived;
- (d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

Article 63 Power to reduce capital

Subject to the Act, the Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any authorisation, and consent required by law.

14.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and occupations of the directors of Ramunia are set out in the Corporate Information Section of this prospectus.
- (ii) A director is not required to hold any qualification shares or securities in the Company unless otherwise so fixed by the Company in general meeting.

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14. OTHER GENERAL INFORMATION (CONT'D)

(iii) The respective direct and indirect interest of the directors of Ramunia, before and after the Public Offering are as follows:-

	Before Public Offering			A After Public Offering			B After A and full conversion of ICULS*			C After B and full conversion of ICPS*			D After C and full exercise of Warrants*		
	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%
Dato' Azizul Rahman bin Abd Samad	-	164,000 [^]	100	-	159,264 [^]	75	-	276,644 [^]	74	-	312,024 [^]	65	-	540,500 [^]	76
Arshad bin Ahmad	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Shahul Hamid bin Mohd Ismail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Dato' Md. Zahari bin Md. Zin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Izlan bin Izhahab	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Leou Thiam Lai	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Assuming the Restricted Offer For Sale will be fully subscribed and all Entitled Shareholders will subscribe for at least 100 Shares each, and accordingly the placement of additional Shares, up to 10,000 ICULS and/or 10,000 ICPS and disbursement of up to 10,000 Warrants by Remcorp are not required

[^] Deemed interested by virtue of his direct substantial shareholdings in Remcorp

14. OTHER GENERAL INFORMATION (CONT'D)

(iv) The respective direct and indirect interest of the substantial shareholders of Ramunia, before and after the Public Offering are as follows:-

	Before Public Offering			After Public Offering			B After A and full conversion of ICULS*			C After B and full conversion of ICPS*			D After C and full exercise of Warrants*		
	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%	Direct No. of Shares '000	Indirect No. of Shares '000	%
Remcorp	140,000	24,000**	66	135,264	24,000**	64	238,644	38,000**	10	267,024	45,000**	9	389,024	151,476~	21
Zen-End Resources Sdn Bhd	-	-	-	-	-	-	-	-	-	-	-	-	95,000	-	-
Dato' Azizul Rahman bin Abd Samad	-	164,000^	77	-	159,264^	75	-	276,644^	74	-	-	312,024^	-	-	540,500 ^
Datin Azura Hanim binti Tejudin	-	164,000#	77	-	159,264#	75	-	276,644#	74	-	-	312,024#	-	-	540,500 #
SA	48,352	-	23	-	-	-	-	-	-	-	-	-	-	-	-

* Assuming the Restricted Offer For Sale will be fully subscribed and all Entitled Shareholders will subscribe for at least 100 Shares each, and accordingly the placement of additional Shares, up to 10,000 ICULS and/or 10,000 ICPS and disbursement of up to 10,000 Warrants by Remcorp are not required

** Deemed interested by virtue of its direct substantial shareholdings in Warisan Jaya Engineering Sdn Bhd, Clear Guidance Sdn Bhd, Dow Alpha Industries Sdn Bhd and Sharpville Consulting Sdn Bhd

~ Deemed interested by virtue of its direct substantial shareholdings in Warisan Jaya Engineering Sdn Bhd, Clear Guidance Sdn Bhd, Dow Alpha Industries Sdn Bhd, Sharpville Consulting Sdn Bhd and Zen-End Resources Sdn Bhd

^ Deemed interested by virtue of his direct substantial shareholdings in Remcorp

Deemed interested by virtue of her husband, Dato' Azizul Rahman Abd Samad's direct substantial shareholdings in Remcorp

14. OTHER GENERAL INFORMATION (CONT'D)

- (v) Save as disclosed in Section 2.9 of this prospectus, no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiary company within the two (2) years immediately preceding the date of this prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company or its subsidiary company or in connection with the issue or sale of any capital of the Company or any of its subsidiary company and no directors, proposed directors, promoters or experts is or are entitled to receive any such payment.
- (vi) Other than salary and employment related benefits as disclosed in Section 6.3.4 of this prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any directors. No other amounts or benefits are paid or intended to be paid or given to any promoter within two (2) years preceding the date of this prospectus.
- (vii) Save as disclosed in Section 8.1 of this prospectus, none of the other directors and/or substantial shareholders of Ramunia has interest in any subsisting contract or arrangement, which is significant to the business of the Company or the Group taken as a whole.

14.4 MATERIAL CONTRACTS

Save as disclosed below, there are no other material contracts (including contracts not reduced into writing), not being contracts entered into in the ordinary course of business which have been entered into by Ramunia and its subsidiary company within two (2) years preceding the date of this prospectus:-

- (i) The RFSB Share Sale Agreement dated 5 December 2003 between Ramunia and Remcorp which was supplemented by the Supplemental RFSB Sale Agreement dated 18 December 2003 and Supplemental letter to RFSB Share Sale Agreement dated 29 December 2003 in relation to the proposed acquisition of RFSB Shares by Ramunia from Remcorp for a total purchase consideration of RM100,000,000 to be satisfied by the issuance of 30,000,000 new ordinary shares of RM1.00 each in Ramunia ("**Ordinary Shares**") at the issue price of RM1.00 each together with 54,000,000 detachable warrants ("**Warrants**"), 30,000,000 3-year one percentum (1%) irredeemable convertible unsecured loan stocks of nominal value of RM1.00 ("**ICULS A**") issued at its nominal value and 40,000,000 5-year one percentum (1%) irredeemable convertible unsecured loan stocks of nominal value of RM1.00 ("**ICULS B**") issued at its nominal value;
- (ii) The TR Yard Sale and Purchase Agreement dated 5 December 2003 between Ramunia and Remcorp which were supplemented by the Supplemental TR Yard Sale and Purchase Agreement dated 18 December 2003 in relation to the proposed acquisition of TR Yard for a total purchase consideration of RM160,000,000 to be satisfied by the issuance of 48,000,000 new Ordinary Shares at the issue price of RM1.00 each together with 86,400,000 Warrants, 48,000,000 ICULS A issued at its nominal value and 64,000,000 ICULS B issued at its nominal value;

The material contracts set out in Section 14.4 (i) and (ii) above had been terminated on 12 March 2004 following the de-listing of SHB's securities on 4 February 2004 and the execution of the Principal Agreement, RFSB Share Sale Agreement and the TR Yard Sale And Purchase Agreement.

14. OTHER GENERAL INFORMATION (CONT'D)

- (iii) The RFSB Share Sale Agreement dated 12 March 2004 as supplemented by a supplemental agreement dated 11 June 2004 between SHB, Ramunia and Remcorp in relation to the acquisition of RFSB Shares by Ramunia from Remcorp for a total purchase consideration of RM100,000,000 satisfied by the issuance of 80,000,000 new Shares at the issue price of RM0.50 per Share together with 116,000,000 detachable Warrants, 80,000,000 ICULS issued at its nominal value and 40,000,000 ICPS issued at par;
- (iv) The TR Yard Sale And Purchase Agreement dated 12 March 2004 as supplemented by a supplemental agreement dated 11 June 2004 and a second supplemental agreement dated 30 November 2004 between SHB, Ramunia and Remcorp in relation to the acquisition of TR Yard for a total purchase consideration of RM105,000,000 satisfied by the issuance of 84,000,000 new Shares at the issue price of RM0.50 per Share together with 121,800,000 detachable Warrants, 84,000,000 ICULS issued at its nominal value and 42,000,000 ICPS issued at par;
- (v) Profit Guarantee Agreement dated 24 March 2004 and a supplemental profit guarantee agreement dated 30 November 2004 executed between Remcorp, Ramunia and AmTrustee Berhad whereby Remcorp represents, warrants and undertakes to Ramunia that profit after tax of RFSB shall not be less than RM12,216,177 for the eighteen (18) month period ending 31 October 2004 and shall not be less than RM17,148,440 for the financial year ending 31 October 2005;
- (vi) Declaration of Trust dated 13 December 2004 entered into by Remcorp in favour of Ramunia whereby Remcorp as legal and beneficial owner of TR Yard declares, among others that it holds TR Yard in favour of Ramunia absolutely until such time that TR Yard is registered in the name of Ramunia;
- (vii) Power of Attorney dated 13 December 2004 executed by Remcorp in favour of the SA and Ramunia whereby Remcorp appoints the SA or Ramunia or any of its duly authorised directors or officer as its attorney to, among others, do all such acts and things as may be necessary for the completion of the sale and purchase transactions in the manner set out in the TR Yard Sale And Purchase Agreement including but not limited to the execution of the memorandum of transfer over the TR Yard Land;
- (viii) Letter dated 20 January 2004 terminating the Lease Agreement dated 11 March 2002 between Remcorp and RFSB in relation to the lease of TR Yard by Remcorp to RFSB;
- (ix) Letter dated 20 January 2004 from Remcorp to RFSB granting the licence to occupy and the right of use of TR Yard in consideration of a sum of RM100,000 per month. The said sum is subsequently revised to a nominal sum of RM10 per month with the same terms and conditions via a letter dated 27 January 2004;
- (x) Letter dated 13 December 2004 from Ramunia addressed to Remcorp and RFSB whereby Ramunia as the beneficial owner of TR Yard confirmed and agreed to the licence and revision of the licence fee granted by Remcorp to RFSB set out in Section 14.4(ix) of this prospectus;
- (xi) Non-Exclusive Licence Agreement dated 6 April 2004 where RFSB grants Team Precision Technologies Pte. Ltd. (Singapore) a non-exclusive, territorial restrictive, fully-paid, perpetual, irrevocable license to market certain patent applications and related know-how covering certain inventions, discoveries and information in the territorial region of the Far East Asia continent (defined therein as comprising the nations of China, Taiwan Korea, Japan and its surrounding areas). In full consideration of the license granted, Team Precision Technologies Pte. Ltd. (Singapore) shall pay USD1,500,000 to RFSB and this Non-Exclusive Licence Agreement shall end at the expiration of five (5) years from the date thereof;

14. OTHER GENERAL INFORMATION (CONT'D)

- (xii) Non-Exclusive Licence Agreement dated 28 October 2004 where RFSB grants Mentari Sdn Bhd a non-exclusive, territorial restrictive, fully-paid, perpetual, irrevocable license to market certain patent applications and related know-how covering certain inventions, discoveries and information in the territorial region of the South East Asia (defined therein as comprising the nations of Phillipines and Timor-Leste and its surrounding areas). In full consideration of the license granted, Mentari Sdn Bhd shall pay RM3,420,000 to RFSB and this Non-Exclusive Licence Agreement shall end at the expiration of five (5) years from the date thereof;
- (xiii) By an exchange of letters dated 20 July 2004 and 6 August 2004 in relation to the claim by Haven Engineering Works Sdn Bhd ("HEW") against RFSB for the outstanding amount due and owing to HEW pursuant to work done, the parties mutually agreed to resolve the matter by setting-off the claims made by each party leaving a net sum of RM1,299,708.44 due and owing by HEW to RFSB wherein a sum of RM1,178,533.66 has been paid to Ramunia leaving a balance of RM121,174.78 still due. This letter is part of the subject matter in dispute under the material litigation matter disclosed under sections 1.12(ii)(b), 10.4(iv)(b) and 14.6(ii) of this prospectus;
- (xiv) Letter dated 13 October 2003 from RFSB to HTM Ogma (M) Sdn Bhd where RFSB agrees to pay HTM Ogma (M) Sdn Bhd the sum of RM259,653.30 in six (6) equal monthly instalments as settlement for the amount outstanding in relation to the supply of manpower by HTM Ogma (M) Sdn Bhd to RFSB. This letter is part of the subject matter in dispute under the material litigation matter disclosed under sections 1.12(ii)(a), 10.4(iv)(a) and 14.6(i) of this prospectus;
- (xv) By an exchange of letters dated 15 and 23 September 2004, RFSB has agreed to the sum of RM130,900 claimed by Rashmal Design & Promotion against RFSB in respect of certain goods sold and delivered to RFSB and the said sum has been settled by RFSB;
- (xvi) By an exchange of letters dated 19 and 20 October 2004, RFSB agreed to a settlement of the sum of RM1,190,453.38 to be paid by RFSB to Vastalux Sdn Bhd by installment payments to be completed by end March 2005;
- (xvii) The trust deed dated 30 November 2004 and the Supplemental Trust Deed dated 17 December 2004 entered into between Ramunia and AmTrustee Berhad as the trustee for the holders of RM82,000,000 ICULS;
- (xviii) The deed poll dated 30 November 2004 executed by Ramunia in respect of the Warrants;
- (xix) Underwriting Agreement dated 20 December 2004 entered into between Ramunia, Remcorp, AmMerchant Bank and the SA pertaining to the underwriting of the the Offer For Sale By SA; and
- (xx) Underwriting Agreement dated 20 December 2004 entered into between Ramunia, Remcorp, the SA and K&N Kenanga Bhd pertaining to the underwriting of the Placement By SA.

14.5 MATERIAL AGREEMENTS

Save as disclosed below, there are no other material agreements (including informal arrangements or understandings), as at 30 November 2004, which have been entered into by Ramunia and its subsidiary company that are in subsistence:-

14. OTHER GENERAL INFORMATION (CONT'D)

No.	Date	Parties	Material Agreements
<u>Fabrication Contracts</u>			
(i)	24.10.2002	<ul style="list-style-type: none"> ▪ RFSB ▪ Petronas Carigali 	A contract where RFSB shall fabricate a jacket and drilling topsides and Erb West Additional Compression Module for a gasfield for a period of twelve (12) months
(ii)	2.10.2003	<ul style="list-style-type: none"> ▪ RFSB ▪ ExxonMobil 	A contract where RFSB shall undertake fabrication, procurement, testing, loadout and offshore hook-up and commissioning of a platform topsides for a period of ten (10) months
(iii)	12.4.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ ExxonMobil 	A contract where RFSB shall undertake procurement, fabrication, testing and tieddown of a platform jacket, flare tripod, bridge support frames and appurtenances for a period of eighteen (18) months
(iv)	12.7.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Sabah Shell Berhad 	A contract where RFSB shall undertake fabrication of topsides for a gas compression facility to provide high pressure lift gas for a period of six (6) months for a fixed sum. The scope of work includes engineering, procurement of materials, fabrication, inspection, testing and commissioning, loadout and seafastening of the topsides and substructures
(v)	12.7.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Sarawak Shell Berhad 	Three (3) awards where RFSB shall undertake fabrication of one (1) topside and two (2) substructures for a period of twelve (12) months for a fixed sum. The scope of work includes engineering, procurement of materials, fabrication, inspection, testing and commissioning, loadout and seafastening of the topsides and substructures
(vi)	30.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Petronas Carigali 	Umbrella contract where RFSB will undertake to provide hook up and commissioning services to PCSB. The umbrella contract was awarded to two other companies. Each work order will be awarded by way of a second-tier closed tender bidding between RFSB and the other two companies
<u>Construction Contracts</u>			
(vii)	6.1.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Sasaran Bahagia Sdn Bhd 	Award of Sabah Grid Interconnection SVC packages to RFSB for project management, engineering procurement, construction management and client management to be completed not later than September 2004. The total contract value is RM28,000,000
(viii)	9.1.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ IC&E Group Sdn Bhd 	Awarded to RFSB for the design, construction, completion and commissioning of Integrated Customs Immigration and Quarantine Complex, Johor Bahru with a completion date of 15 April 2004. The total contract value is RM21,000,000
<u>Sub-contract</u>			
(ix)	6.1.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Makawa Enterprise 	Sub-contract agreement to undertake and perform the blasting, painting package which forms part of the work to be executed by RFSB under the main contract for fabrication for a contract price of RM432,000

14. OTHER GENERAL INFORMATION (CONT'D)

No.	Date	Parties	Material Agreements
<u>Service Contracts</u>			
(x)	2.4.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ First Gas Engineering Sdn Bhd 	<p>A service order request for onshore and offshore testing & commissioning support services, where First Gas Engineering Sdn Bhd is to provide the following personnel at the agreed prevailing monthly rates of RM14,400 each:-</p> <ul style="list-style-type: none"> (i) Commissioning Leader; (ii) Commissioning Engineer (Mechanical); (iii) Commissioning Engineer (Electrical); (iv) Commissioning Engineer (Instrumentation); (v) Commissioning Engineer (Piping); and (vi) Commissioning Engineer (Turbo/Rotating) <p>The provision was made for a three (3) month work with a lump sum amount of RM286,200</p>
(xi)	15.04.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Atomic Technology Sdn Bhd 	A service agreement to supply personnel to perform Engineering Services in RFSB yard office for a duration of one (1) year with the option to continue by mutual agreement by both parties
(xii)	26.04.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Debut One 2000 Sdn Bhd 	A service order request for provision of manpower and equipment for offshore hook-up and commissioning, at a lump sum amount agreed of RM566,318
(xiii)	12.07.04	<ul style="list-style-type: none"> ▪ RFSB ▪ First Gas Engineering Sdn Bhd 	A service agreement to supply personnel to perform as a Technical Advisor for offshore operations in the Kuala Lumpur office of RFSB for an agreed monthly amount of RM10,000 over a duration of one (1) year with the option to continue by mutual agreement by both parties
<u>Memorandum of Understanding</u>			
(xiv)	12.9.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Duoroyale Enterprise Limited (India) 	A Memorandum of Understanding to record the parties' desire to incorporate a joint venture company (" JV Co ") to jointly work in the selected region including procuring orders, participation in bids, tenders, public notices for execution of such projects and to pre-qualify and tender for each desired contract. This Memorandum of Understanding shall remain valid and binding for two (2) years from the date therein unless the occurrence of the incorporation of the JV Co or the parties are unable to reach agreement on the proposed JV Co., whilst each party may terminate the Memorandum of Understanding by giving the other sixty (60) days written notice

14. OTHER GENERAL INFORMATION (CONT'D)

No.	Date	Parties	Material Agreements
(xv)	1.11.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ PT Indah Cipta Usaha Tama (Indonesia) 	<p>A Memorandum of Understanding to establish working arrangements, principles and methods for the parties to accomplish the objectives of the collaboration to enter into such consortium agreements necessary to commit and to cooperate exclusively to each other and to regulate their rights to such arrangement in relation to a tender of a platform construction project in Indonesia ("Project") by Conocophillips Indonesia Inc. Ltd. ("Employer"). This Memorandum of Understanding shall come into force on the date therein and shall terminate on the occurrence of any of the following:-</p> <ul style="list-style-type: none"> ▪ The parties fail to prequalify for the Project; ▪ The Employer rejects the Project or awards the contract to a third party; ▪ The parties mutually agree in writing to terminate or amend this Memorandum of Understanding with written approval of the Employer; ▪ If no formal consortium agreement is entered into by the parties within two (2) years from the date of this Memorandum of Understanding; or ▪ If any party is directly or indirectly limited in the execution of its rights owing to some activities by the authorities, making the fulfillment of this Memorandum of Understanding impossible; or ▪ The occurrence of force majeure. <p>Upon commencement of this Memorandum of Understanding, the parties agree that throughout the duration of this Memorandum of Understanding it shall not enter into any negotiations with other or submit any offer or tender for the Project except with written notice and/or permission of the other party.</p>
<u>Insurance Policies</u>			
(xvi)	1.3.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	<p>Workmen Compensation (Project Risks) (Policy No. : 92-612-04-000037) on all general workers excluding foreign workers engaged in the procurement, fabrication, testing, commissioning, tiedown and hook up of the topsides, jacket, flare jacket bridge support frame and appurtenances of the substructures for a contract with ExxonMobil. The sum insured is RM3,900,000. Notwithstanding anything stated to the contrary, this policy indemnifies the insured against all sums for which the insured shall liable at common law up to a maximum of USD1,000,000 as compensation for personal injury by or disease sustained by one (1) or more employees in any one (1) accident or occurrence and subject to a maximum limit of USD 1,000,000 during the tenure of the insurance policy</p>
(xvii)	1.3.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	<p>Comprehensive General Liability (Policy No. : 92-996-04-000154) on the procurement, fabrication, testing, commissioning, tiedown and hook up of the topsides, jacket, flare jacket bridge support frame and appurtenances of the substructures for a contract with ExxonMobil. The scope of the indemnity is USD 1,000,000 in respect of any one (1) accident and in the aggregate up to completion of the contract</p>

14. OTHER GENERAL INFORMATION (CONT'D)

No.	Date	Parties	Material Agreements										
(xviii)	1.3.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	<p>Workmen Compensation (Project Risks) (Policy No. : 92-612-04-000039) on all general workers excluding foreign workers engaged in the engineering, design, procurement, fabrication and offshore hook-up and commissioning, load-out and seafastening of the topsides and substructures for contracts with PETRONAS and/or Sarawak Shell Petroleum Co. Ltd and/or Shell Sabah Selatan Sdn Bhd and/or Petronas Carigali and/or Petronas Gas Supply (Labuan) Sdn Bhd and/or Malaysia LNG Sdn Bhd and/or Brunei Shell Petroleum Co. Ltd. The sum insured is RM1,500,000. Notwithstanding anything stated to the contrary, this policy indemnifies the insured against all sums for which the insured shall liable at common law up to a maximum of RM1,000,000 as compensation for personal injury by or disease sustained by one (1) or more employees in any one (1) accident or occurrence and subject to a maximum limit of RM1,000,000 during the tenure of the insurance policy</p>										
(xix)	1.3.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	<p>Comprehensive General Liability (Policy No. : 92-996-04-000159) on the engineering, design, procurement, fabrication and offshore hook up and commissioning, load-out and seafastening of the topsides and substructures for contracts with PETRONAS and/or Sarawak Shell Petroleum Co. Ltd and/or Shell Sabah Selatan Sdn Bhd and/or Petronas Carigali and/or Petronas Gas Supply (Labuan) Sdn Bhd and/or Malaysia LNG Sdn Bhd and/or Brunei Shell Petroleum Co. Ltd. The scope of the indemnity is RM5,000,000 in respect of any one (1) accident/occurrence and in the aggregate</p>										
(xx)	16.4.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ MNI Insurance Berhad 	<p>Group Hospital Insurance (Policy No : KL-04-GHS-H0031818) where the sum insured for the permanent employees of RFSB are as follows:-</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: right;">RM</th> </tr> </thead> <tbody> <tr> <td>Top Management</td> <td style="text-align: right;">20,000</td> </tr> <tr> <td>Management</td> <td style="text-align: right;">15,000</td> </tr> <tr> <td>Executive</td> <td style="text-align: right;">12,000</td> </tr> <tr> <td>Non Executive</td> <td style="text-align: right;">10,000</td> </tr> </tbody> </table> <p>The policy shall be renewed annually. Generally, this policy covers employees admittance and hospital expenses not exceeding the amount specified in the policy schedule</p>		RM	Top Management	20,000	Management	15,000	Executive	12,000	Non Executive	10,000
	RM												
Top Management	20,000												
Management	15,000												
Executive	12,000												
Non Executive	10,000												
(xxi)	28.6.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	<p>Workmen Compensation (Project Risks) (Cover Note No. : 92N-000208) on all general workers excluding foreign workers engaged in the provision for hook-up and commissioning services for the year 2004-2007 for Petronas Carigali. The insured shall liable at common law up to a maximum of RM4,000,000 for unlimited number of accidents occurred</p>										
(xxii)	28.6.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	<p>Comprehensive General Liability (Cover Note No. : 92N-000207) open cover on the provision for hook-up and commissioning for Petronas Carigali. The limit of liability shall be determined upon award of the individual contracts under the umbrella contract</p>										

14. OTHER GENERAL INFORMATION (CONT'D)

No.	Date	Parties	Material Agreements
(xxiii)	1.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	Workmen Compensation (Project Risks) (Policy No. : 92-612-04-000184) on the fabrication, inspection, testing and commissioning, load-out and seafastening of the substructure and associated appurtances for a contract with Sarawak Shell Berhad. The sum insured is RM557,150. Notwithstanding anything stated to the contrary, this policy indemnifies the insured against all sums for which the insured shall liable at common law up to a maximum of RM1,000,000 as compensation for personal injury by or disease sustained by one (1) or more employees in any one (1) accident or occurrence and subject to a maximum limit of RM1,000,000 during the tenure of the insurance policy
(xxiv)	1.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	Workmen Compensation (Project Risks) (Policy No. : 92-612-04-000182) on the fabrication, inspection, testing and commissioning, load-out and seafastening of the topsides and associated appurtances for a contract with Sarawak Shell Berhad. The sum insured is RM924,880. Notwithstanding anything stated to the contrary, this policy indemnifies the insured against all sums for which the insured shall liable at common law up to a maximum of RM1,000,000 as compensation for personal injury by or disease sustained by one (1) or more employees in any one (1) accident or occurrence and subject to a maximum limit of RM1,000,000 during the tenure of the insurance policy
(xxv)	1.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	Workmen Compensation (Project Risks) (Policy No. : 92-612-04-000183) on the fabrication, inspection, testing and commissioning, load-out and seafastening of the topsides and associated appurtances for a contract with Sarawak Shell Berhad. The sum insured is RM586,200. Notwithstanding anything stated to the contrary, this policy indemnifies the insured against all sums for which the insured shall liable at common law up to a maximum of RM1,000,000 as compensation for personal injury by or disease sustained by one (1) or more employees in any one (1) accident or occurrence and subject to a maximum limit of RM1,000,000 during the tenure of the insurance policy
(xxvi)	1.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	Comprehensive General Liability (Policy No. : 92-983-04-000533) on the engineering, procurement, fabrication, inspection, testing, commissioning, load-out and seafastening of the substructures and associated appurtances for a contract with Sarawak Shell Berhad. The scope of the indemnity is RM5,000,000 in respect of any unlimited number of accidents occurred
(xxvii)	1.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	Comprehensive General Liability (Policy No. : 92-983-04-000534) on the engineering, procurement, fabrication, inspection, testing, commissioning, load-out and seafastening of the topsides and associated appurtances for a contract with Sarawak Shell Berhad. The scope of the indemnity is RM5,000,000 in respect of any unlimited number of accidents occurred
(xxviii)	1.8.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ Oriental Capital Assurance Berhad 	Comprehensive General Liability (Policy No. : 92-983-04-000532) on the engineering, procurement, fabrication, inspection, testing, commissioning, load-out and seafastening of the structures and associated appurtances for a contract with Sarawak Shell Berhad. The scope of the indemnity is RM5,000,000 in respect of any unlimited number of accidents occurred

14. OTHER GENERAL INFORMATION (CONT'D)

No.	Date	Parties	Material Agreements
(xxix)	17.11.2004	<ul style="list-style-type: none"> ▪ RFSB ▪ MNI Insurance Berhad 	Group Term Life (Policy No : GTI0181/03) and Group Personal Accident (Policy No : 11237502-KL), which insure all RFSB's staff for a total sum insured of RM21,160,000 (Group Term Life) and RM21,750,000 (Group Personal Accident). These policies cover death benefit, permanent total disability and special provisions such as exposure to natural elements, disappearance and so forth. These insurance policies will be expiring on 16 November 2005 and will be revised on 17 November each year

(xxx) The material agreements entered into between RFSB and various financiers are set out below :

Financier	Type of Facility	Facility Amount (RM)	Security Documents
<u>Financing Facilities</u>			
Alliance Bank Malaysia Berhad	<ul style="list-style-type: none"> - Overdraft (RM5 million) - Bank Guarantee (RM3.8 million) - Trade lines (RM15 million) - Foreign Exchange Forward Contract (RM10 million) <p>(Letter of Offer dated 9.8.2002)</p>	33,800,000	<ul style="list-style-type: none"> - Facility Agreement dated 24.10.2002; - Debenture dated 24.10.2002 creating fixed and floating charges over RFSB's assets and undertaking, movable and immovable both present and future; - Deed of Assignment dated 24.10.2002 assigning all contract proceeds and all RFSB's rights, title and interests and benefit therein and under contracts; - Third Party Deed of Assignment dated 24.10.2002 by Remcorp assigning to Alliance Bank Malaysia Berhad the surplus proceeds arising from the disposal of TR Yard pursuant to Ijarah Facility Agreement dated 15.11.2001 between Bank Islam (L) Ltd. and Remcorp; - Corporate Guarantee dated 23.10.2002 by Remcorp of up to the principal sum of RM25,800,000; - Personal Guarantee of Dato' Azizul Rahman bin Abd Samad dated 12.9.2002 of up to the principal sum of RM25,800,000; and - Memorandum of Charge (Third Party 1st legal) over TR Yard by Remcorp in favour of Alliance Bank held by Alliance Bank Malaysia Berhad in escrow

14. OTHER GENERAL INFORMATION (CONT'D)

Financier	Type of Facility	Facility Amount (RM)	Security Documents
<u>Financing Facilities (Cont'd)</u>			
Alliance Bank Malaysia Berhad	<ul style="list-style-type: none"> - Bank Guarantee (RM30 million) <i>(converted to overdraft and trade lines on 15.4.2004)</i> <p>(Letter of Offer dated 28.6.2003)</p> <ul style="list-style-type: none"> - Bank Guarantee (RM35 million) - Overdraft (RM10 million) - Trade lines (RM30 million) <p>(Letter of Offer dated 4.8.2003)</p>	105,000,000	<ul style="list-style-type: none"> - Facility Agreement dated 30.12.2003; - Supplemental Debenture dated 30.12.2003 (supplemental to debenture dated 24.10.2002) to secure additional facilities; - Deed of Assignment dated 30.12.2003 assigning contract proceeds and all monies standing to credit in all Project and Sinking Fund Accounts; - Variation of terms of charge in relation to charge created by Remcorp in favour of Alliance Bank Malaysia Berhad pursuant to Deed of Assignment dated 24.10.2002 to secure additional facilities; - Corporate Guarantee dated 30.12.2003 by Remcorp up to principal sum of RM105,000,000; and - Personal Guarantee by Dato' Azizul Rahman bin Abd Samad up to principal sum of RM105,000,000
Bumiputra-Commerce Bank Berhad	<ul style="list-style-type: none"> - Overdraft (RM5 million) - Revolving short term advances (RM5 million) - Trade lines (RM14 million) - Bank Guarantee (RM3 million) <p>(Letter of Offer dated 20.5.2004)</p>	27,000,000	<ul style="list-style-type: none"> - General Facility Agreement dated 19.7.2004; - Deed of Assignment of Benefit of Contract dated 19.7.2004 assigning contract proceeds and rights, title and interest under contracts; - Memorandum of Deposit of Fixed Deposit Receipts dated 19.7.2004 by RFSB; - Guarantee and Indemnity by Remcorp dated 19.7.2004 of up to the principal sum of RM27,000,000; and - Guarantee and Indemnity by Dato' Azizul Rahman bin Abd Samad dated 19.7.2004 of up to the principal sum of RM27,000,000
Affin Bank Berhad	<ul style="list-style-type: none"> - Overdraft (RM5million) - Overdraft-restricted (RM25 million) - Trade lines (RM25 million) - Bank Guarantee (RM4.2 million) - Foreign Exchange at 10% risk (RM2.5 million) <p>(Letter of Offer dated 18.8.2004 and Supplementary Letter of Offer 25.8.2004)</p>	61,700,000	<ul style="list-style-type: none"> - Facilities Agreement dated 4.10.2004; - Deed of Assignment of Contract Proceeds dated 4.10.2004 assigning all rights, title, benefit and interests in contract proceeds to the Affin Bank Berhad; - Memorandum of Charge over credit balances and Letter of Set-off dated 4.10.2004; - Corporate Guarantee of Remcorp dated 4.10.2004 up to the principal sum of RM61,700,000; and - Personal Guarantee of Dato' Azizul Rahman bin Abd Samad dated 4.10.2004 up to the principal sum of RM61,700,000

14. OTHER GENERAL INFORMATION (CONT'D)

Financier	Type of Facility	Facility Amount (RM)	Security Documents
<u>Financing Facilities (Cont'd)</u>			
Bank Islam (L) Ltd	Al-Ijarah Al-Muntahiyah Bit-Tamlik Facility granted to Remcorp	USD 30,390,000	Third party debenture dated 15 November 2001 by RFSB creating fixed and floating charges over RFSB's assets and undertaking, movable and immovable, both present and future
Bank Islam (L) Ltd	Al-Ijarah Al-Muntahiyah Bit-Tamlik Facility granted to Remcorp	USD 30,390,000	Third party of assignment of operating proceeds dated 15 November 2001 whereby RFSB assigns to Bank Islam (L) Ltd. all its rights, benefits and interest in and to all monies in RFSB's Al-Wadiah Account maintained with Bank Islam Malaysia Berhad and all rights, powers, remedies and privileges in connection with the said monies
<u>Hire Purchase Facilities</u>			
Alliance Finance Berhad	Non-Revolving Hire Purchase Facilities (Letter of Offer dated 30.9.2002)	10,000,000	<ul style="list-style-type: none"> - Debenture dated 11.12.2002 creating fixed and floating charges over RFSB's assets and undertaking, movable and immovable both present and future; - Corporate Guarantee dated 11.12.2002 by RemCorp of up to the principal sum of RM10,000,000; and - Personal Guarantee dated 11.12.2002 by Dato' Azizul Rahman bin Abd Samad of up to the principal sum of RM10,000,000
MBF Leasing Sdn Bhd	Hire-Purchase	505,485	<ul style="list-style-type: none"> - Hire Purchase Agreement dated 26.8.2004; and - Personal Guarantee by Dato' Azizul Rahman bin Abd Samad and Corporate Guarantee by Remcorp dated 26.8.2004 for all sums due to MBF Leasing Sdn Bhd under the Hire-Purchase Agreement

14.6 MATERIAL LITIGATIONS

Save as disclosed below, neither Ramunia nor its subsidiary company are engaged in any material litigation and arbitration, either as plaintiff or defendant, which has a material effect on the financial position of Ramunia or its subsidiary company and the directors do not know of any proceedings pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect the position or business of Ramunia or its subsidiary company.

(i) HTM Ogma Engineering (M) Sdn Bhd v. RFSB (Johor Bahru High Court Summons No. MT3-22-571-2004)

The Plaintiff's claim is based upon the service provided by the Plaintiff to RFSB for the provision of skilled, semi skilled and general workers and based on a letter dated 13 October 2003 from RFSB to the Plaintiff where RFSB stated that it had agreed to pay the outstanding sum of RM259,653. The Plaintiff also claims interest on the said sum at the rate of 8% per annum from 2 September 2003 until full payment.

14. OTHER GENERAL INFORMATION (CONT'D)

RFSB filed its defence and counterclaim on 10 September 2004 where RFSB had also counterclaimed against a former employee of RFSB, his wife and another on the basis of a breach of confidence, conflict of interest, breach of fidelity and lifting the corporate veil.

The decision of the court will very much depend on the evidence proved before it and the solicitors of RFSB are of the opinion that RFSB has a legitimate defence to the Plaintiff's claim.

(ii) Claim by Haven Engineering Works Sdn Bhd ("HEW")

By letter dated 15 September 2004, HEW made a claim of RM154,579.42 against RFSB in respect of Invoice Nos. 2004/05/026 (RM122,375.38) and 2004/06/043 (RM32,204.04), for services rendered, together with late interest charges of 1.5% per month.

By letter dated 20 September 2004 to HEW's solicitors, RFSB's solicitors intimated to HEW that a sum of RM121,174.78 is still due and owing by HEW's sister company, Haven Engineering Sdn Bhd ("HE"), and which balance sum arose out of a global settlement of sums due as between RFSB, HEW and HE around August 2004.

The solicitors of RFSB are of the opinion that although the claim by HEW of RM154,579.42 is not disputed, this amount should be set off as against the sum of RM121,174.78 due from HE to RFSB as HEW's present claim was also a part of the global settlement made between the parties in August 2004. This latter sum of RM121,174.78 was deducted unilaterally by HE purportedly as "handling charges" for payment claims by RFSB against Petronas Carigali. Thus, the solicitors of RFSB are of the opinion that the sum due and payable to HEW after setting off the sum due to RFSB by HEW is only RM33,404.64.

No claim has been filed in court by either party in respect of the amounts in dispute.

14.7 GENERAL INFORMATION

- (i) The time of the opening and closing of the Application of the Public Offering are set out in Indicative Timetable page of this prospectus. The details of the Public Offering are set out in Section 2.5 of this prospectus.
- (ii) Save for the issue of ICULS as disclosed in Sections 5.2.1, neither the Company nor its subsidiary company have any outstanding convertible debt securities. The salient terms including mode of conversion are set out in Section 5.5 of this prospectus.

Save for the Shares, ICULS, ICPS and/or Warrants issued pursuant to the Ramunia Assets Acquisitions, Debt Settlement and Share Swap as detailed in Sections 5.2 of this prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in otherwise than in cash, within the two (2) years preceding from the date hereof.

- (iii) Save as disclosed in Sections 3.2(iv), 6.1, 6.2 and 6.3 of this prospectus, the directors and substantial shareholders are not aware of any persons who are able, directly or indirectly, jointly and severally, to exercise control over Ramunia Group.
- (iv) During the last financial year and the current financial year to date, there were no:-
 - (a) public take-over offers by third parties in respect of the Company's shares; and
 - (b) public take-over offers by the Company in respect of other companies' shares.

14. OTHER GENERAL INFORMATION (CONT'D)

14.8 CONSENTS

The written consent of the adviser, placement agent, managing underwriter, underwriters, company secretary, principal bankers, solicitors, share registrar, share registrar for the Restricted Offer For Sale, trustee and external expert (as set out in section 12 of this prospectus) for the inclusion in this prospectus of their names in the form and context in which such names appear have been given before the issue of this prospectus and have not subsequently been withdrawn.

The written consent of the auditors and reporting accountants for the inclusion in this prospectus of their names, accountants' report and letters relating to the consolidated estimate and forecast results and the proforma consolidated balance sheets in the form and context in which they are contained in this prospectus has been given before the issue of this prospectus and have not subsequently been withdrawn.

The written consent of the valuers for the inclusion in this prospectus of its name and valuation certificate in the form and context in which they are contained in this prospectus has been given before the issue of this prospectus and have not subsequently been withdrawn.

14.9 DOCUMENTS FOR INSPECTION

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

- (a) The Memorandum and Articles of Association of the Company;
- (b) The material contracts and material agreements referred to in Sections 14.4 and 14.5 of this prospectus respectively;
- (c) The existing service contracts between RFSB and Dato' Azizul Rahman bin Abd Samad, referred to in Section 6.9;
- (d) The directors' report and accountants' report as included herein;
- (e) The reporting accountants' letters relating to the consolidated loss estimate and forecast for the period from 18 November 2003 to 31 October 2004 and the financial year ending 31 October 2005 and proforma consolidated balance sheets as at 30 June 2004 as included herein;
- (f) The audited financial statements of RFSB from the date of incorporation to the financial year ended 30 April 2003;
- (g) The latest audited financial statements of RFSB for the fourteen (14) month period ended 30 June 2004;
- (h) Writ and relevant cause papers in respect of all current material litigation and arbitration referred to in Section 14.6 of this prospectus;
- (i) The valuation report dated 19 November 2003, the revised valuation letter dated 9 June 2004 and valuation certificate dated 22 December 2004 prepared by Irhamy & Co. Chartered Surveyors included herein; and
- (j) The letters of consent referred to in Section 14.8 of this prospectus.

14. OTHER GENERAL INFORMATION (CONT'D)

14.10 RESPONSIBILITY STATEMENTS

This prospectus has been seen and approved by the directors of Ramunia and the Promoters and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no false or misleading statements or other facts the omission of which would make any statement herein false or misleading. The directors hereby accept full responsibility for the estimate and forecast results in this prospectus and confirm that the estimate and forecast results have been prepared based on assumptions made.

This prospectus has been seen by the Offerors and they respectively accept full responsibility for the accuracy of the information relating to the respective Offerors contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no false or misleading statement or other facts relating to the respective Offerors, the omission of which would make any statement herein false or misleading.

AmMerchant Bank Berhad, being the Adviser and Managing Underwriter for the Offer For Sale By SA, acknowledges that, based on all available information, and to the best of its knowledge and belief, this prospectus constitutes a full and true disclosure of all material facts concerning the Public Offering (and is satisfied that any estimate and forecast results (for which the directors of the Company are fully responsible), prepared for inclusion in the prospectus have been stated by the directors after due and careful enquiry and has been duly reviewed by the Reporting Accountants.

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15. PROCEDURES FOR APPLICATION AND ACCEPTANCE

15.1 ACCEPTANCE, PAYMENT AND EXCESS OFFER SECURITIES APPLICATION BY THE ENTITLED SHAREHOLDERS

15.1.1 Blue Application Form

Acceptance for the Restricted Offer For Sale by the Entitled Shareholders must be made on the Blue Application Form enclosed together with this prospectus and must be completed in accordance with the notes and instructions therein. The acceptance of the Offer Securities must **NOT** be made on any other application form nor by way of Electronic Share Application.

The Blue Application Form enclosed with this prospectus is in accordance with Section 41 (2) of the Securities Commission Act, 1993 and together with the Notes and Instructions printed therein are accompanied by this prospectus. Acceptance, which does not **STRICTLY** conform to the terms of this prospectus and the Blue Application Form and the notes and instructions therein or which is illegible may not be accepted at the absolute discretion of the directors of Ramunia and the Offerors. The Registrar for the Restricted Offer For Sale under the instructions of the directors of the Company and the Offerors reserves the right not to accept any application which does not strictly comply with the instructions or to accept any application in part only without assigning any reason therefor. Fractional entitlements arising from the Restricted Offer For Sale, if any will be disregarded.

15.1.2 Acceptance and Payment

FULL INSTRUCTIONS FOR THE ACCEPTANCE AND PAYMENT FOR THE OFFER SECURITIES PROVISIONALLY OFFERED TO THE ENTITLED SHAREHOLDERS ARE SET OUT IN THE BLUE APPLICATION FORM. PLEASE NOTE THAT THE ACCEPTANCE OF THE SHARES IS CONDITIONAL ON THE ACCEPTANCE OF THE ICULS AND ICPS OFFERED AND VICE VERSA, WHILST FREE WARRANTS WILL BE GIVEN UPON ACCEPTANCE OF THE SHARES, ICULS AND ICPS. THE ENTITLED SHAREHOLDERS ARE ADVISED TO READ THIS PROSPECTUS AND THE BLUE APPLICATION FORM AND THE NOTES AND INSTRUCTIONS CONTAINED THEREIN CAREFULLY.

The Restricted Offer For Sale is not renounceable. Accordingly, the Entitled Shareholders are not allowed to sell, assign or transfer their rights under the Blue Application Forms accompanied by this prospectus to any third party. The Entitled Shareholders who wish to accept the Offer Securities provisionally offered to them can also apply for additional securities in excess of their entitlement. The Entitled Shareholders who wish to accept the Restricted Offer For Sale must complete Parts I and III of the Blue Application Form whilst Part II of the Blue Application Form shall only be completed for application of Offer Securities in excess of their entitlement as set out in Section 15.1.4 of this prospectus.

In accordance to the requirements of the Securities Commission Act 1993, the Blue Application Form must not be circulated unless accompanied by this prospectus.

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

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

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

(b) THE RECORDS OF THE DEPOSITORY, IF ANY

WHERE THE APPLICANT IS A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME, AND THE ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE, MUST BE THE ADDRESS OF THE APPLICANT'S RESPECTIVE CAMP/BASE/STATION.

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

FOREIGN INDIVIDUALS AND CORPORATIONS MUST ATTACH A LEGIBLE PHOTOCOPY OF THEIR PASSPORT OR CERTIFICATE OF INCORPORATION OR EQUIVALENT DOCUMENT PROVING THEIR CONSTITUTION. THEY MUST ALSO PROVIDE THEIR CORRESPONDENCE ADDRESS IN MALAYSIA.

Payment must be made in RM by Bankers' Draft or Cashier's Order or Money Order or Postal Order drawn on a bank or post office in Malaysia and should be made payable to "**RaHB FOR RESTRICTED OFFER FOR SALE ACCOUNT**" for the full payment of the Offer Securities accepted. The Bankers' Draft or Cashier's Order or Money Order or Postal Order should be crossed "**A/C PAYEE ONLY**" and endorsed on the reverse side with the applicant's name and address in block letters and his CDS account number. Personal cheques or any other mode of payments may be rejected at the absolute discretion of the directors of Ramunia and the Offerors.

The Blue Application Form must be returned in its entirety, together with the appropriate remittance, by **ORDINARY POST** or **DELIVERED BY HAND**. If acceptance and payment for the Restricted Offer For Sale are not received by the **Share Registrar for the Restricted Offer For Sale, Symphony Share Registrars Sdn Bhd (formerly known as Malaysian Share Registration Services Sdn Bhd) at Level 26, Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur by 5.00p.m. on 13 January 2005**, being the closing date for the Restricted Offer For Sale, or such other dates as the directors of Ramunia and the Offerors together with the Managing Underwriter for the Offer For Sale By SA in their absolute discretion may decide, the said offer will be deemed to have been declined and will be cancelled. Late applications will not be accepted.

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Such Offer Securities not taken up will be allotted firstly to the Entitled Shareholders for excess Offer Securities. In the event that the excess Offer Securities are not applied for, the excess Shares will be underwritten by the Underwriter and the excess ICULS, ICPS and Warrants will be retained by Remcorp. If required, Remcorp will place out up to 10,000 ICULS and 10,000 ICPS at a placement price of RM0.50 per ICULS and RM0.50 per ICPS and disburse up to 10,000 Warrants for free to meet the minimum requirement of one hundred (100) holders of such securities holding not less than one (1) board lot each.

15.1.3 Overseas Applications and Acceptance

The making of the offer to or by any persons (including but without limitation nominees, trustees and custodians) who are citizens or nationals of, or residents in, jurisdiction outside Malaysia ("**Overseas Offer Applicants**") may be affected by the laws of the relevant jurisdictions. Such Overseas Offer Applicants should seek the relevant information about and observe any applicable legal requirements. For practical reasons and in order to avoid any violation of any laws or applicable legal requirements of the relevant jurisdictions, this prospectus and the Blue Application Form will not be dispatched to shareholders with registered addresses outside Malaysia.

No person receiving a copy of this prospectus and the Blue Application Form in any jurisdiction other than Malaysia may treat the same as constituting an invitation or offer to him, nor should he in any event, use such Blue Application Form, if in the relevant jurisdiction, such invitation or offer cannot lawfully be made to him or the Blue Application Form cannot be lawfully used without contravention of any relevant registration or other legal requirements. In such circumstances, this prospectus and Blue Application Form are invalid unless the Overseas Offer Applicants establish a Malaysian address for service and the acceptance of the Restricted Offer For Sale provisionally offered is made in Malaysia.

The board of directors of Ramunia therefore urges the Overseas Offer Applicants to take immediate action to establish a Malaysian address for service and notify the same in writing to the Share Registrar for the Restricted Offer For Sale, Symphony Share Registrars Sdn Bhd (formerly known as Malaysian Share Registration Services Sdn Bhd).

It is the sole responsibility of the Overseas Offer Applicants receiving a copy of this prospectus and the Blue Application Form through other means and wishing to accept the Restricted Offer For Sale to satisfy himself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any of the governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities needing to be observed and the payment of any issues, transfer or other taxes or other duties due in such jurisdiction. The Overseas Offer Applicants will be responsible for payment of any issue, transfer or other taxes or other duties due in such jurisdiction and Ramunia shall be entitled to be fully indemnified and held harmless by the Overseas Offer Applicants for any issue, transfer or other taxes or duties as such person may be required to pay. Overseas Offer Applicants should consult their professional advisers as to whether they require any governmental, exchange control or other consents or need to comply with any other applicable legal requirements to enable them to accept the Restricted Offer For Sale provisionally offered to them.

Persons receiving this prospectus and the Blue Application Form (including but without limitation nominees, trustees and custodians) must not, in connection with the offers, distribute or send it into any jurisdiction where to do so would or might contravene local securities, exchange control or relevant laws or regulations. If this prospectus and the Blue Application Form are received by any persons in such jurisdiction, or by the agent or nominee of such a person, he must not seek to accept the offer unless he has complied with and observed the laws of the relevant jurisdiction in connection therewith. Any person who does forward this prospectus and the Blue Application Form to any such

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

jurisdiction, whether pursuant to a contractual or legal obligation or otherwise, should draw the attention of the recipient to the contents of this section under Overseas Offer Applicants. The board of directors of Ramunia and the Offerors reserves the right to reject a purported acceptance of the Restricted Offer For Sale from any Overseas Offer Applicants in any jurisdiction.

Ramunia reserves the right, in its absolute discretion, to treat any acceptance as invalid if it believes that such acceptance may violate any applicable legal or regulatory requirements.

Payment by non-residents of Malaysia must be remitted in equivalent foreign currencies or in RM from a RM account maintained with a financial institution in accordance with the provisions of Exchange Control of Malaysia Notice 3 issued by Bank Negara Malaysia. In respect of remittance in foreign currencies, instructions must be given by the non-residents of Malaysia to the receiving banks to convert the foreign currencies into RM and to issue a Banker's Draft or Cashier's Order in RM made payable to "**RaHB FOR RESTRICTED OFFER FOR SALE ACCOUNT**". The Bankers' Draft or Cashier's Order should be crossed "**A/C PAYEE ONLY**" and endorsed on the reverse side with the applicant's name and address in block letters and his CDS account number. Personal cheques or any other mode of payments may be rejected at the absolute discretion of the directors of Ramunia and the Offerors.

15.1.4 Excess Offer Securities Application

If the Entitled Shareholders wish to apply for the additional Offer Securities in excess of their entitlement, the Entitled Shareholders can do so by completing Part II of the Blue Application Form and forwarding the Blue Application Form in its entirety with a **separate remittance** to the **Share Registrar for the Restricted Offer For Sale, Symphony Share Registrars Sdn Bhd (formerly known as Malaysian Share Registration Services Sdn Bhd) by 5.00p.m. on 13 January 2005**, being the closing date for the Restricted Offer For Sale, or such other dates as the directors of Ramunia and the Offerors together with the Managing Underwriter for the Offer For Sale By SA in their absolute discretion may decide. Payment for the excess Shares, ICULS and ICPS should be made in the same manner described above except that the Banker's Draft, Cashier's Order or Money Order or Postal Order should be made payable to "**RaHB FOR EXCESS SECURITIES ACCOUNT**".

ALL APPLICATIONS FOR EXCESS OFFER SECURITIES MUST BE ON THE BASIS OF ONE(1) SHARE, FIVE(5) ICULS AND FIVE(5) ICPS.

The directors of Ramunia and the Offerors reserve the right to allot the excess Shares, ICULS, ICPS and free Warrants applied for in such manner as they deem fit. It is the intention of the directors of Ramunia and the Offerors to allot the Shares, ICULS, ICPS and free Warrants available for excess application (if any) in such manner that the incidence of odd lots will be minimised. In respect of unsuccessful or partially unsuccessful excess Offer Securities applications, the surplus monies will be refunded in full without interest within **fifteen (15) market days** from the closing date for the Restricted Offer For Sale by ordinary post to the address shown on the Blue Application Form at the applicant's own risk.

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

15.1.5 CDS Account

Pursuant to Section 14(1) of the Central Depositories Act, the Bursa Securities has prescribed the Company as a prescribed security. In consequence thereof, the securities offered through this prospectus will be deposited directly with the Depository and any dealings in these securities will be carried out in accordance with the aforesaid Act and the Rules. Applicants are required to have CDS accounts when making the applications.

Pursuant to Section 29 of the Central Depositories Act, all dealings in the securities will be by book entries through CDS Accounts. No physical certificates will be issued to successful applicants.

Where the Blue Application Forms are issued to the Entitled Shareholders in respect of the deposited securities which are standing to the credit of their CDS accounts, the acceptance of the Restricted Offer For Sale shall mean that they consent to receiving such securities as deposited securities credited directly into their CDS accounts.

Where an applicant does not presently have a CDS account, he/she should open a CDS account at an ADA prior to accepting the Restricted Offer For Sale. A list of ADA Codes is set out in the section "List of Authorised Depository Agents" of this prospectus. Failure to comply with these specific instructions as the Blue Application Form requires or inaccuracy in the CDS account number arising from use of invalid, third party or nominee accounts, may result in the application being rejected. If a successful applicant fails to state his/her CDS account number, the Share Registrar for the Restricted Offer For Sale under the instructions of the directors of the Company and the Offerors will reject the application. The excess Offer Securities allotted to the Entitled Shareholders of SHB shall also be credited directly into their CDS accounts.

15.1.6 Notice of Allotment

Offer Securities allotted to all Entitled Shareholders who have accepted the Offer Securities will be credited to their respective CDS Accounts. A notice of successful allotment will be despatched to the applicants to their addresses shown in the Blue Application Form at the applicant's own risk within **fifteen (15) market days** from the last date of acceptance and payment in respect of the Restricted Offer For Sale. This is the only acknowledgement of acceptance of the Application.

The applicants should note that once the Blue Application Form and payment have been lodged with the Share Registrar for the Restricted Offer For Sale, they cannot subsequently be withdrawn.

15.2 APPLICATIONS FOR THE PLACEMENT

15.2.1 Opening And Closing Of Application

The Application will open at **10.00 am** on **31 December 2004** and will remain open until **5.00 p.m.** on **13 January 2005** or for such further period or periods as the directors of Ramunia and the Offerors together with the Managing Underwriter for the Offer For Sale By SA in their absolute discretion may decide. Where the closing date of Application is extended from the original closing date, the notice of such extension(s) will be advertised in a widely circulated newspaper not less than one (1) Market Day before the original closing date. Late Applications will not be accepted.

15.2.2 General Conditions for Applications

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

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Applications for the 43,763,955 Shares and the additional Shares to be placed out by Remcorp as may be required in order to meet the public shareholding spread, by the identified placees must be made on the **YELLOW** Application Forms provided. The Application must **NOT** be made on any other Application Form nor by way of Electronic Share Application. The completed Application Forms are to be delivered to the Placement Agent and **NOT** to any other party.

If required, applications for up to 10,000 ICULS and/or 10,000 ICPS by the identified placees must be made only on the **GREEN** Application Forms and the **ORANGE** Application Forms respectively provided. The Application must **NOT** be made on any other Application Form nor by way of Electronic Share Application.

The Placement Agent will send this prospectus together with the Yellow, Green and Orange Application Forms to placees identified and/or placees to be identified. The Placement Agent has identified placees to take up the Shares available for application under the Placement. The completed Application Forms are to be delivered to the Placement Agent and **NOT** to any other party so as to arrive not later than 5.00p.m. on 13 January 2005 or such other dates as the directors of Ramunia and the Offerors together with the Managing Underwriter for the Offer For Sale By SA in their absolute discretion may decide, at the following address:-

K&N Kenanga Bhd (15678-H)
801, 8th Floor, Kenanga International,
Jalan Sultan Ismail,
50250 Kuala Lumpur.

EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCE IN RM FOR THE FULL AMOUNT PAYABLE BY A BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR, AND SUCH REMITTANCE MUST BE MADE IN FAVOUR OF "K&N KENANGA BHD" AND CROSSED "A/C PAYEE ONLY" AND WRITTEN ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT (AS EXACTLY STATED ON THE APPLICATION FORM).

ONLY ONE (1) APPLICATION CAN BE MADE BY EACH APPLICANT. MULTIPLE APPLICATIONS WILL NOT BE ACCEPTED. EACH APPLICATION MUST BE FOR 100 SHARES, 100 ICULS AND/OR 100 ICPS OR MULTIPLES THEREOF. For Placement, the amount payable in full on Application is RM0.50 per Share, RM0.50 per ICULS and RM0.50 per ICPS. Applications accompanied by any mode of payment other than those aforesaid or with excess or insufficient remittances or inappropriate Banker's Draft Or Cashier's Order will not be accepted. Details of remittance must be completed in the appropriate boxes provided on the Application Forms. Applicants submitting Applications by way of Application Forms **must have a CDS account.**

Applications must be made on the respective Application Forms issued together with this prospectus and must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Form. The Application Form enclosed with this prospectus is in accordance with Section 41 (2) of the Securities Commission Act, 1993 and together with the Notes and Instructions printed therein are accompanied by this prospectus. Applications which do not **STRICTLY** conform to the terms of this prospectus or Application Form or Notes and Instructions printed therein or which are illegible will not be accepted.

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

- (a) (i) THE APPLICANT'S IDENTITY CARD (NRIC);

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

- (ii) ANY VALID TEMPORARY IDENTITY DOCUMENT AS ISSUED BY THE NATIONAL REGISTRATION DEPARTMENT FROM TIME TO TIME; OR
- (iii) THE APPLICANT'S RESIT PENGENALAN SEMENTARA (JPN 1/9) ISSUED PURSUANT TO PERATURAN 5(5), PERATURAN-PERATURAN PENDAFTARAN NEGARA 1990; AND

(b) THE RECORDS OF THE DEPOSITORY, IF ANY

WHERE THE APPLICANT IS A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME, AND THE ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE, MUST BE THE ADDRESS OF THE APPLICANT'S RESPECTIVE CAMP/BASE/STATION.

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

FOREIGN INDIVIDUALS AND CORPORATIONS MUST ATTACH A LEGIBLE PHOTOCOPY OF THEIR PASSPORT OR CERTIFICATE OF INCORPORATION OR EQUIVALENT DOCUMENT PROVING THEIR CONSTITUTION. THEY MUST ALSO PROVIDE THEIR CORRESPONDENCE ADDRESS IN MALAYSIA.

THE ACCEPTANCE OF THE APPLICATION FORM SHALL BE AT THE DISCRETION OF THE PLACEMENT AGENT, THE DIRECTORS OF THE COMPANY AND THE OFFERORS.

WHERE AN APPLICATION IS REJECTED OR ACCEPTED IN PART ONLY, THE FULL AMOUNT OF THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST AND DESPATCHED TO THE APPLICANT WITHIN FIFTEEN (15) MARKET DAYS FROM THE DATE OF ALLOTMENT OF THE SECURITIES PLACED OUT AT THE ADDRESS SHOWN ON THE APPLICATION FORM AT THE APPLICANT'S OWN RISK.

THE PLACEMENT AGENT RESERVES THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL APPLICANTS WHICH WILL BE SUBSEQUENTLY REFUNDED WITHOUT INTEREST AND DESPATCHED BY REGISTERED POST TO THE APPLICANT WITHIN FIFTEEN (15) MARKET DAYS FROM THE DATE OF ALLOTMENT OF THE SECURITIES PLACED OUT AT THE ADDRESS SHOWN ON THE APPLICATION FORM AT THE APPLICANT'S OWN RISK.

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

15.2.3 Applications and Acceptances

The Placement Agent, directors of the Company and the Offerors reserve the right not to accept any Application, which does not strictly comply with the instructions, or to accept any Application in part only without assigning any reason thereof.

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

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Acceptance of Application will be made in a manner so as to comply with the Bursa Malaysia Securities Listing Requirements' shareholding spread requirements that at least 25% of the issued and paid-up capital is in the hands of public shareholders and a minimum number of 1,000 public shareholders holding not less than 100 shares each and there shall be not less than 100 public shareholders of ICULS, ICPS and Warrants holding not less than one (1) board lot of the said securities. In the event the shareholding spread is not met, the Company may not be allowed to proceed with its listing. In the event thereof, monies paid in respect of all Applications will be returned.

15.2.4 CDS Accounts

Pursuant to Section 14(1) of the Central Depositories Act, the Bursa Securities has prescribed the Company as a prescribed security. In consequence thereof, the securities offered through this prospectus will be deposited directly with the Depository and any dealings in these shares will be carried out in accordance with the aforesaid Acts and the Rules.

Pursuant to Section 29 of the Central Depositories Act, all dealings in the securities will be by book entries through CDS Accounts. No physical certificates will be issued to successful applicants.

Only an applicant who has a CDS Account can make an Application by way of an Application Form. The applicant shall state his CDS Account number in the space provided on the Application Form and he/she shall be deemed to have authorised Depository to disclose information pertaining to the CDS account to the Placement Agent or the Company. Where an applicant does not presently have a CDS account, he/she should open a CDS Account at an ADA prior to making an Application for the Shares and ICULS and/or ICPS (if any). A list of ADA Codes is set out in the section "List of Authorised Depository Agents" of this prospectus. Failure to comply with these specific instructions as the Application Form requires or inaccuracy in the CDS account number arising from use of invalid third party or nominee accounts, may result in the Application being rejected. If a successful applicant fails to state his/her CDS account number, the Placement Agent under the instructions of the directors of the Company and the Offerors will reject the Application.

Where an applicant already has a CDS account, his completion of the Application Form includes his authority for Depository to disclose information pertaining to the CDS account to the Placement Agent/Company.

Failure to comply with these specific instructions or inaccuracy in the CDS account number, arising from use of invalid, third party or nominee accounts, may result in the Application being rejected. If a successful applicant fails to state his/her CDS account number, the Placement Agent under the instructions of the directors of the Company and the Offerors will reject the Application. In addition, the Placement Agent, directors of the Company and the Offerors also reserves the right to reject any incomplete and inaccurate Application. Applications may also be rejected if the applicants' particulars provided in the Application Forms differ from those in Depository's records, such as the identity card number, name and nationality.

15.2.5 Notice Of Allotment

Securities allotted to all successful or partially successful applicants will be credited to their respective CDS Accounts. A notice of successful allotment will be despatched to the successful or partially successful applicants to their addresses shown in the Application Form at the applicant's own risk within **fifteen (15) market days** after the closing date of the Placement. This is the only acknowledgement of acceptance of the Application.

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

The Applicants should note that once the Application Form and payment have been received by the Placement Agent, they cannot subsequently be withdrawn.

15.3 LIST OF AUTHORISED DEPOSITORY AGENTS

A list of the ADA (Broker) Codes is as follows:-

Name	Address and Telephone Number	Broker Code
<u>Kuala Lumpur</u>		
AFFIN-UOB SECURITIES SDN BHD	Level 3, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No: 03-21438668	028-001
AmSECURITIES SDN BHD	15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20782788	086-001
AVENUE SECURITIES SDN BHD	Ground Floor & Level 1, THB Satu Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No: 03-20951111	052-001
BBMB SECURITIES SDN BHD	Level 2, 3, 4 & 15 Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20319900	099-001
BIMB SECURITIES SDN BHD	1st & 2nd Floor, Podium Block Bangunan AMDB 1, Jalan Lumut 50400 Kuala Lumpur Tel No: 03-40433533	024-001
CIMB SECURITIES SDN BHD	9 th Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel No: 03-20849999	065-001
HLG SECURITIES SDN BHD	Level 5, Wisma Kia Peng No.3, Jalan Kia Peng 50450 Kuala Lumpur Tel No: 03-21681168	066-001
HWANG-DBS SECURITIES BERHAD	2 nd Floor, Bangunan AHP 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr Ismail 60000 Kuala Lumpur Tel No: 03-77106688	068-009

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
HWANG-DBS SECURITIES BERHAD	Nos. 34-5, 36-5, 38-5, 40-5, 42-5 & 44-5 5 th Floor, Cheras Commercial Centre Jalan 5/101C Off Jalan Kaskas, 5 th Mile Cheras 56100 Kuala Lumpur Tel No: 03-91303399	068-012
HWANG-DBS SECURITIES BERHAD	Suite 7.03, 7 th Floor Suite 12-02 & Part of Suite 12-01 12 th Floor, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No: 03-2711 2775	068-014
INTER-PACIFIC SECURITIES SDN BHD	West Wing, Level 13, Berjaya Times Square, No.1, Jalan Imbi 55100 Kuala Lumpur Tel No: 03-21171888	054-001
JUPITER SECURITIES SDN BHD	7 th -9 th Floor, Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20341888	055-001
K&N KENANGA BHD	801, 8 th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21649080	073-001
KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD	30 th Floor, The Weld Tower 76, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20201600	053-001
KUALA LUMPUR CITY SECURITIES SDN BHD	8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21667922	076-001
KUALA LUMPUR CITY SECURITIES SDN BHD	Ground, 1 st & 2 nd Floor No. 33, Plaza Crystaville, Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel No: 03 - 62033366	076-010
LEONG & COMPANY SDN BHD	Level 18, Wisma Cyclecarri 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No: 03-26928899	061-001

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
M & A SECURITIES SDN BHD	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel No: 03-22821820	057-002
MAYBAN SECURITIES SDN BHD	Level 5-13, MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No: 03-22978888	098-001
MERCURY SECURITIES SDN BHD	Lot 6-05, Level 6, Tower Block, Menara Milenium 8, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur Tel No: 03-20942828	093-002
MIDF SISMA SECURITIES SDN BHD	17 th & 18 th Floor, Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-21668888	026-001
OSK SECURITIES BERHAD	10 th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21624388	056-001
OSK SECURITIES BERHAD	Ground Floor, No. 15, Block A Jalan Prima 1 Pusat Niaga Metro Prima, Kepong 52100 Kuala Lumpur Tel No: 03-62575869	056-028
OSK SECURITIES BERHAD	Ground Floor, No. M3-A-7 & M3-A-8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel No: 03-42804798	056-054
OSK SECURITIES BERHAD	Ground, First, Second and Third Floor No. 55, Zone J4 Jalan Radin Anum Bandar Baru Seri Petaling 57000 Kuala Lumpur Tel No: 03-9058 7222	056-058
PB SECURITIES SDN BHD	27 th Floor, Bangunan Public Bank 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No: 03-20313011	051-001

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
PM SECURITIES SDN BHD	Ground & 1 st Floor, MUI Plaza Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-21463000	064-001
RHB SECURITIES SDN BHD	Level 9, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-92852233	087-001
SIME SECURITIES SDN BHD	21 st Floor, Bangunan SIME Bank 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No : 03-22749288	097-001
TA SECURITIES BERHAD	Floor 13, 15-18, 20, 23, 28-30, 34, 35 TA One Tower 22, Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-20721277	058-003
<u>Selangor Darul Ehsan</u>		
AFFIN-UOB SECURITIES SDN BHD	2 nd , 3 rd & 4 th Floors Wisma Amsteel Securities 1, Lintang Pekan Baru Off Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-33439999	028-002
HWANG-DBS SECURITIES BERHAD	16 th , 18 th -20 th Floor, Plaza Masalam 2, Jalan Tengku Ampuan Zabedah E9/E, Section 9 40100 Shah Alam Selangor Darul Ehsan Tel No: 03-55133288	068-002
HWANG-DBS SECURITIES BERHAD	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No.7, Jalan SS16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No:03-56356688	068-010
JF APEX SECURITIES BERHAD	6 th Floor, Menara Apex Off Jalan Semenyih Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel No: 03-87361118	079-001

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
JF APEX SECURITIES BERHAD	15 th & 16 th Floor Menara Choy Fook On 1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel No: 03-76201118	079-002
K&N KENANGA BHD	13 th Floor, Menara Yayasan Selangor 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel No: 03-79562169	073-005
K&N KENANGA BHD	1 st Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel No: 03-80241682	073-006
K&N KENANGA BHD	Room 7.02, Level 7, Menara ING Intan Millenium Square 68, Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Darul Ehsan Tel No: 03-30057001	073-007
OSK SECURITIES BERHAD	24, 24M, 26M, 28M & 28A Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel No: 03-78736366	056-011
OSK SECURITIES BERHAD	No. 37 Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel No: 03-87363378	056-045
OSK SECURITIES BERHAD	Ground & 1st Floor No.15, Jalan Bandar Rawang 4 48000 Rawang Selangor Darul Ehsan Tel No: 03-60928916	056-047
OSK SECURITIES BERHAD	Ground & Mezzanine Floor No.87 & 89, Jalan Susur Pusat Perniagaan NBC Vatu 1 ^{1/2} , Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-33439180	056-048

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
PM SECURITIES SDN BHD	No. 157 & 159 Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel No: 03-80700773	064-003
PM SECURITIES SDN BHD	No. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel No: 03-33415300	064-007
SJ SECURITIES SDN BHD	Level 3, Holiday Villa 9, Jalan SS 12/1 Subang Jaya 47500 Petaling Jaya Selangor Darul Ehsan Tel No: 03-56340202	096-001
SBB SECURITIES SDN BHD	1st, 2nd & 3rd Floor Plaza Damansara Utama No. 2, Jalan SS 21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No : 03-77297345	090-002
<u>Melaka</u>		
MALACCA SECURITIES SDN BHD	No. 1, 3 & 5, Jalan PPM 9 Plaza Pandan Malim (Business Park) Balai Panjang P O Box 248 75250 Melaka Tel No: 06-3371533	012-001
OSK SECURITIES BERHAD	579, 580-581A&B Taman Melaka Raya 75000 Melaka Tel No: 06-2825211	056-003
PM SECURITIES SDN BHD	No. 11 & 13, Jalan PM2 Plaza Mahkota 75000 Melaka Tel No: 06-2866008	064-006
RHB SECURITIES SDN BHD	Lot 9 & 10, 1 st Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel No: 06-2833622	087-002

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
<u>Perak Darul Ridzuan</u>		
AVENUE SECURITIES SDN BHD	No. 63 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2422828	052-002
HWANG-DBS SECURITIES BERHAD	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No: 05-8060888	068-003
HWANG-DBS SECURITIES BERHAD	Ground & 1 st Floor No. 22, Persiaran Greetown 1 Greetown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2559988	068-015
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6910910	076-008
M & A SECURITIES SDN BHD	M & A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel No: 05-2419800	057-001
MAYBAN SECURITIES SDN BHD	55, 57 & 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2558233	098-002
OSK SECURITIES BERHAD	21-25, Jalan Seenivasagam 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2415100	056-002
OSK SECURITIES BERHAD	17G, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel No: 05-6236498	056-014
OSK SECURITIES BERHAD	No. 23 & 25, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6921228	056-016

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel No: 05-7231888	056-018
OSK SECURITIES BERHAD	Ground Floor, No. 40, 42 & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel No: 05-8088229	056-034
OSK SECURITIES BERHAD	No. 72, Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel No: 05-4671801	056-044
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 181, Jalan Besar 31100 Sungai Siput Perak Darul Ridzuan Tel No: 05-5951001	056-049
OSK SECURITIES BERHAD	Ground Floor No. 2, Jalan Wawasan 4 Taman Wawasan 34200 Parit Buntar Perak Darul Ridzuan Tel No: 05-7170888	056-052
SBB SECURITIES SDN BHD	51-53, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2530888	090-001
TA SECURITIES SDN BHD	Ground, 1st & 2nd Floor Plaza Teh Teng Seng No. 227, Jalan Kampar 30250 Ipoh Perak Darul Ridzuan Tel No : 05-2531313	058-001
<u>Pulau Pinang</u>		
A.A. ANTHONY SECURITIES SDN BHD	41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel No: 04-2299318	078-002
AVENUE SECURITIES SDN BHD	111, Jalan Macalister 10400 Pulau Pinang Tel No: 04-2281868	052-003

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
ECM LIBRA SECURITIES SDN BHD	7th Floor, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No : 04-2283355	099-002
HWANG-DBS SECURITIES BERHAD	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No: 04-2636996	068-001
HWANG-DBS SECURITIES BERHAD	Ground, 1 st & 2 nd Floor 1620 & 1621, Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5372882	068-006
K&N KENANGA BHD	Lot 1.02, Level 1, Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2106666	073-013
MERCURY SECURITIES SDN BHD	Ground, 1 st , 2 nd & 3 rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai Pulau Pinang Tel No: 04-3322123	093-001
OSK SECURITIES BERHAD	64, Bishop Street 20F & 20G, Penang Street 10200 Pulau Pinang Tel No: 04-2634222	056-004
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 2677, Jalan Chain Ferry Taman Inderawasih 13600 Prai Pulau Pinang Tel No : 04-3900022	056-005
OSK SECURITIES BERHAD	Ground & Upper Floor No. 11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No : 04-5402888	056-015
OSK SECURITIES BERHAD	No. 834, Jalan Besar, Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel No: 04-5831888	056-032

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 15-G-5, 15-G-6, 15-1-5, 15-1-6 Medan Kampung Relau (Bayan Point) 11950 Pulau Pinang Tel No:04-6404888	056-042
PM SECURITIES SDN BHD	Level 25, Menara BHL 51, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2273000	064-004
THONG & KAY HIAN SECURITIES SDN BHD	Level 5 & 6, Wisma Sri Pinang 60 Green Hall 10200 Pulau Pinang Tel No:04-2635481	070-001
UT SECURITIES SDN BHD	6 th , 10 th & 12 th Floor Bangunan Mayban Trust 3, Penang Street 10200 Pulau Pinang Tel No: 04-2626644	059-001
<u>Kedah Darul Aman</u>		
HWANG-DBS SECURITIES BERHAD	No. 70 A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No: 04-4256666	068-011
KUALA LUMPUR CITY SECURITIES SDN BHD	2 nd Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel No: 04-7317088	076-004
OSK SECURITIES BERHAD	No.1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel No : 04-4204888	056-017
OSK SECURITIES BERHAD	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel No : 04-4964888	056-019
OSK SECURITIES BERHAD	Ground & 1st Floor, 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel No : 04-7209888	056-021

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
<u>Perlis Indra Kayangan</u>		
KUALA LUMPUR CITY SECURITIES SDN BHD	2 nd Floor, Podium Block Bangunan KWSP 01000 Kangar Perlis Indra Kayangan Tel No: 04-9765200	076-003
<u>Negeri Sembilan Darul Khusus</u>		
HWANG-DBS SECURITIES BERHAD	Ground & 1 st Floor 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7612288	068-007
HWANG-DBS SECURITIES BERHAD	No.6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-4553188	068-013
PM SECURITIES SDN BHD	1 st , 2 nd and 3 rd Floors 19-21 Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7623131	064-002
OSK SECURITIES BERHAD	Ground, 1 st & 2 nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7641641	056-024
OSK SECURITIES BERHAD	1 st Floor, No, 3601, Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel No: 06-4421000	056-037
OSK SECURITIES BERHAD	1 st & 2 nd Floor, No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 71200 Bahau Negeri Sembilan Darul Khusus Tel No: 06-4553011	056-040
OSK SECURITIES BERHAD	Ground & Mezzanine Floor No. 346 & 347 Batu ½, Jalan Pantai 70000 Port Dickson Negeri Sembilan Darul Khusus Tel No: 06-6461234	056-046

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
<u>Johor Darul Takzim</u>		
A.A. ANTHONY SECURITIES SDN BHD	Suite 8.2, Level 8 Menara Sarawak Enterprise No. 5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim Tel No: 07-3332000	078-001
AMSECURITIES SDN BHD	2 nd & 3 rd Floor, Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4342282	086-002
AVENUE SECURITIES SDN BHD	57, 59 & 61, Jalan Ali 84000 Muar Johor Darul Takzim Tel No: 06-9532222	052-004
ENG SECURITIES SDN BHD	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No : 07-2231211	081-001
HWANG-DBS SECURITIES BERHAD	Level 7, Johor Bahru City Square (Office Tower) 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2222692	068-004
K&N KENANGA BHD	Level 2, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-3333600	073-004
K&N KENANGA BHD	No 31, Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel No: 06-9542711	073-008
K&N KENANGA BHD	No. 34, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No: 07-9333515	073-009
K&N KENANGA BHD	No. 33 & 35 (Ground & 1 st Floor A&B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel No: 07-7771161	073-010

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
K&N KENANGA BHD	No. 4, Jalan Dataran 1 Taman Bandar Tangkak 84900 Tangkak Johor Darul Takzim Tel No : 06-9782292	073-011
KUALA LUMPUR CITY SECURITIES SDN BHD	46 & 48 Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel No: 07-7717922	076-006
OSK SECURITIES BERHAD	Unit 27-01 to 27-08 Level 27, Menara Landmark No. 12, Jalan Ngee Heng 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2212233	056-006
OSK SECURITIES BERHAD	53, 53-A & 53-B Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4380288	056-009
OSK SECURITIES BERHAD	Ground Floor, 17, Jalan Delima Pusat Perdagangan Pontian 82000 Pontian Johor Darul Takzim Tel No: 07-6868018	056-023
OSK SECURITIES BERHAD	Ground & 1 st Floor No 19, Jalan Pesta 1-1 Taman Tun Dr. Ismail 1, Jalan Bakri 84000 Muar Johor Darul Takzim Tel No: 06-9538262	056-025
OSK SECURITIES BERHAD	Ground & 1 st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel No: 07-5577628	056-029
OSK SECURITIES BERHAD	Ground Floor & 1 st Floor No. 28, Jalan Tengku Ahmad 85000 Segamat Johor Darul Takzim Tel No: 07-9321543	056-030
OSK SECURITIES BERHAD	Ground, 1 st & 2 nd Floor No. 17, Jalan Manggis 86000 Kluang Johor Darul Takzim Tel No: 07-7769655	056-031

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	240 & 240A, Jalan Besar 83700 Yong Peng Johor Darul Takzim Tel No: 07-4675388	056-033
OSK SECURITIES BERHAD	Ground, 1 st & 2 nd Floor No. 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel No: 07-6626288	056-035
OSK SECURITIES BERHAD	Ground Floor, No. 7, Jalan Jaya 81900 Kota Tinggi Johor Darul Takzim Tel No: 07-8822018	056-036
OSK SECURITIES BERHAD	Ground, 1 st & 2 nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel No: 06-9787180	056-038
OSK SECURITIES BERHAD	1 st Floor, No. 2 & 4 Jalan Makmur, Taman Sri Aman 85300 Labis Johor Darul Takzim Tel No: 07-9256881	056-039
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 1&1-01, Jalan Rosmerah Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel No: 07-3522293	056-043
PM SECURITIES SDN BHD	Suite 5.01, Level 5, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-2781813	064-005
<u>Pahang Darul Makmur</u>		
KUALA LUMPUR CITY SECURITIES SDN BHD	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel No: 09-5660800	076-002

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	A-27 & A-29, Lorong Tun Ismail 9 Seri Dagangan Kuantan Business Centre 25000 Kuantan Pahang Darul Makmur Tel No: 09-5163811	056-007
OSK SECURITIES BERHAD	Ground Floor, 98 Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel No: 09-2234943	056-022
OSK SECURITIES BERHAD	Ground Floor No. 43 Jalan Bunga Tanjung 28400 Mentakab Pahang Darul Makmur Tel No: 09-2771541	056-026
OSK SECURITIES BERHAD	Ground Floor No. 76-A, Persiaran Camelia 4, Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel No: 05-4914913	056-041
<u>Terengganu Darul Iman</u>		
FA SECURITIES SDN BHD	No. 51 & 51A Ground, Mezzanine & 1 st Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6238128	021-001
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 1D, Ground & Mezzanine, No. 1E, Ground & Mezzanine, 1 st & 2 nd Floor, Jalan Air Jemeh 20300 Kuala Terengganu Terengganu Darul Iman Tel No. 09-6317922	076-009
OSK SECURITIES BERHAD	Ground Floor, 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel No: 09-8583109	056-027
OSK SECURITIES BERHAD	31A Ground Floor 31A & 31B 1 st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6261816	056-055

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
PTB SECURITIES SDN BHD	1 st , 2 nd & 3 rd Floors 61, Jalan Sultan Ismail P.O. Box 151, Pejabat Pos Besar 20700 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6235546	025-001
<u>Kelantan Darul Naim</u>		
KUALA LUMPUR CITY SECURITIES SDN BHD	Lot 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Darul Naim Tel No: 09-7432588	076-007
OSK SECURITIES BERHAD	No. 3953-H (Ground & 1 st Floor) Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel No: 09-7430077	056-020
TA SECURITIES HOLDINGS BERHAD	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No: 09-7432288	058-004
<u>Sabah</u>		
HWANG-DBS SECURITIES BERHAD	Room Nos. 106-109, Mezzanine Floor Room Nos. 207-212, 2 nd Floor Gaya Centre, Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel No: 088-311688	068-008
INNOSABAH SECURITIES BERHAD	11, Equity House, Block K Sadong Jaya, Karamuning 88100 Kota Kinabalu Sabah Tel No: 088-234090	020-001
KUALA LUMPUR CITY SECURITIES SDN BHD	Suite 1-9 E1, 9 th Floor CPS Tower No.1, Jalan Centre Point 88000 Kota Kinabalu Sabah Tel No: 088-253922	076-005
OSK SECURITIES BERHAD	5 th Floor, Wisma BSN Sabah Jalan Kemajuan, Karamuning 88000 Kota Kinabalu Sabah Tel No: 088-269788	056-010

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	1 st Floor, TB-3338, Wisma Jin Ho Town Extension No.2 Jalan St. Patrick, 91008 Tawau Sabah Tel No: 089-779815	056-056
OSK SECURITIES BERHAD	Ground Floor, Block 2 Lot 4& Lot 5, Bandar Indah, Mile 4 North Road 91000 Sandakan Sabah Tel No: 089-222275	056-057
<u>Sarawak</u>		
HWANG-DBS SECURITIES BERHAD	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel No: 082-236999	068-005
HWANG-DBS SECURITIES BERHAD	192, Bintulu Parkcity Commerce Square Lot 3478, Bintulu Town District 97000 Bintulu Sarawak Tel No: 086-330008	068-016
K&N KENANGA BHD	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel No: 082-338000	073-003
K&N KENANGA BHD	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel No: 085-435577	073-002
K&N KENANGA BHD	No. 11-12 (Ground & 1st Floor) Lorong Kampung Datu 3 96000 Sibu Sarawak Tel No : 084-313855	073-012
OSK SECURITIES BERHAD	Ground & 1 st Floor Wisma Chinese Chambers Lot 357, Section 47, K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching Sarawak Tel No: 082-422252	056-008

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	Lot 1168, Ground Floor Wisma Interhill Miri Waterfront Commercial Centre 98008 Miri Sarawak Tel No: 085-422788	056-012
OSK SECURITIES BERHAD	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibu Sarawak Tel No: 084-329100	056-013
OSK SECURITIES BERHAD	Ground Floor No. 10, Jalan Bersatu 96100 Sarikei Sarawak Tel No: 084-654100	056-050
OSK SECURITIES BERHAD	Ground Floor No. 11, Lorong Maju 96500 Bintangor Sarawak Tel No: 084-693100	056-051
OSK SECURITIES BERHAD	Ground Floor No. 177, Taman Sri Dangang 97000 Bintulu Sarawak Tel No: 086-311770	056-053
OSK SECURITIES BERHAD	No. 299, Ground and First Floor Lot 373, Jalan Serian-By Pass Serian Town District Serian 94700 Sarawak Tel No: 082-872118	056-059
OSK SECURITIES BERHAD	Aras Bawah & 1 Lot 1085 Jalan Buangsiol 98700 Limbang Sarawak Tel No: 085-213188	056-060
TA SECURITIES HOLDINGS BERHAD	12G, H & I, Jalan Kampung Datu 96000 Sibu Sarawak Tel No: 084-319998	058-002

Wilayah Persekutuan Labuan

15. PROCEDURES FOR APPLICATION AND ACCEPTANCE (CONT'D)

Name	Address and Telephone Number	Broker Code
CIMB SECURITIES SDN BHD	Unit 7(A), Level 7 Main Office Tower Financial Park Labuan Jalan Merdeka 87000 Wilayah Persekutuan Labuan Tel No: 087-451666	065-002

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