
16. ADDITIONAL INFORMATION

16.1 Share capital

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
- (ii) We have no founder, management or deferred shares in our Company. As at the date of this Prospectus, we have only one (1) class of shares in our Company, namely ordinary shares, all of which rank equally with one another.
- (iii) As at the date of this Prospectus, none of the capital of our Company or our subsidiary companies is under any options, or agreed conditionally or unconditionally to be put under any options.
- (iv) As at the date of this Prospectus, our Group does not have any outstanding convertible debt securities.
- (v) Save as disclosed in Section 4 of this Prospectus, no shares or debentures of our Group have been or are proposed to be issued as partly or fully paid-up, in cash or otherwise than in cash, within the two (2) years preceding the date of this Prospectus.
- (vi) There is currently no scheme involving the Directors and employees of our Group in the share capital of our Group.
- (vii) As the date of this Prospectus, there is no limitation on the right to own securities, including limitations on the right of non-resident or foreign shareholders to hold or exercise voting rights on the securities imposed by law or by our Memorandum and Articles of Association.

16.2 Articles of Association

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

The terms defined in our Company's Articles of Association shall have the same meanings when used here unless they are otherwise defined here or the context otherwise requires.

(i) Transfer of security

The provisions in our Articles of Association in respect of the arrangements for transfer of securities are as follow:

Article 21

Subject to the provisions of the Central Depositories Act and the Rules 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 Section 103 and 104 of the Act, but subject to Subsection 107C(2) of the Act and any exemption that may be made from compliance with Subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities. Subject to these Articles, there shall be no restriction on the transfer of fully paid shares except where required by law.

Article 22

No share shall in any circumstances be transferred or transmitted to any infant, bankrupt or person of unsound mind.

16. **ADDITIONAL INFORMATION (Cont'd)**

Article 23

The registration of transfer 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. Such notice shall state the books closing date, which shall be ten (10) Market days (or such other period as prescribed by the Exchange from time to time or any relevant governing laws and/or guidelines) after the date of notification to the Exchange, and the address of share registry at which documents will be accepted for registration. At least three (3) market days prior notice or such other period may be prescribed under the Listing Requirements or by the Exchange from time to time shall be given to the Depository to enable the Depository to prepare the appropriate Record of Depositors.

Article 24

Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares 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 in-operative 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 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 thereto. Provided always that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.

(ii) **Remuneration of Directors**

The provisions in our Articles of Association in respect of the arrangements for the remuneration of Directors are as follow:

Article 77

Fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of proposed increase has been given in the notice convening the meeting. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meeting of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. PROVIDED THAT Non-Executive Directors shall not be remunerated by a commission on or percentage of profits or turnover and that nothing herein shall prejudice the power of the Directors to appoint any of their number to be the employee or agent of the Company at such remuneration which may not include a commission on or percentage of turnover. The fee payable to non-executive Directors shall be fixed sums as shall be determined by the Company in general meeting.

Article 110

A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine.

16. ADDITIONAL INFORMATION (Cont'd)

(iii) Voting and borrowing powers of Directors, including voting powers in relation to proposals, arrangements or contracts in which they are interested

The provisions in our Articles of Association in respect of the arrangements for voting and borrowing powers of Directors, including voting powers in relation to proposals, arrangements or contracts in which they are interested are as follow:

Article 89

The Directors may from time to time at their discretion raise or borrow for the purpose of the Company such sums of moneys, as they think proper.

Article 90

The Directors may raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company (both present and future) including uncalled capital, or by means or charges, mortgages, bonds and disposition in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit.

Article 91

The Directors shall not borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as a security for any debt, liability or obligation of an unrelated third party.

Article 92

- (1) The Directors may borrow or raise any such money as aforesaid upon by the issue or sale of any bonds, debentures, debenture stock, or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may think proper. The Company may in general meeting grant a right for the holders of bonds, debentures, debenture stock or securities to exchange the same for shares in the Company or any class authorised to be issued.
- (2) Subject as aforesaid, the Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company both present and future and upon any capital remaining unpaid upon the shares of the Company whether called up or not by any other security and the Director may confer upon any mortgagees or persons in whom any debentures, debenture stock or security is vested such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Director may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realisation thereof, or the making, receiving or enforcing of calls upon the Members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustee may be remunerated.
- (3) The Directors may give security for the payment of any moneys payable by the Company in like manner as for the payment of money borrowed or raised, but in such case the amount shall be reckoned as part of the money borrowed.

16. **ADDITIONAL INFORMATION (Cont'd)**

Article 99

A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. A Director shall not vote in respect of any contract or arrangement in which he has, directly or indirectly, a personal interest (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting

(iv) Changes in capital and variations of class rights

The provisions in our Articles of Association in respect of the arrangements for changes in capital and variations of class rights are as follow:

Article 40

The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

Article 43

The Company may by ordinary resolution:

- (1) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; or
- (2) Sub-divide its existing shares, or any of them into shares of smaller amount that is fixed by the Memorandum of Association subject, nevertheless, to the provisions of the Act, and so that as between the resulting shares, one or more of such shares may be the resolution by which such sub-division is effected be given any preference or advantage as regards Dividend, capital, voting or otherwise over the others or any other of such shares; or
- (3) Cancel any shares not taken or agreed to be taken by any person.

Article 44

- (1) The Company may by special resolution reduce its share capital and any capital redemption reserve fund in any manner authorised and subject to any conditions prescribed by the Act and the Listing Requirements.
- (2) The Company may reduce its issued share capital by the cancellation of shares purchased by the Company and the amount by which the Company's issued capital is diminished shall be transferred to the capital redemption reserve in accordance with Section 67A of the Act and the Listing Requirements.

16. ADDITIONAL INFORMATION (Cont'd)**Article 45**

Subject to the provisions of Section 65 of the Act, all or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the share capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the Members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-third of the share capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him. To every such special resolution the provisions of Section 152 of the Act shall with such adaptations as are necessary apply. Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid consent in writing may be secured from Members holding at least three-fourths of the issued shares of the class and such consent if obtained within two months from the date of the separate general meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy.

16.3 Benefits to our Promoters, Directors and substantial shareholders

- (i) Save as disclosed in Section 10.6 of this Prospectus, none of our Directors or substantial shareholders has any interest in any contract, agreement or arrangement, which is significant in relation to the business of our Group taken as a whole and which is still subsisting as at the date of this Prospectus.
- (ii) Save as disclosed in Section 10.1.2 of this Prospectus, there are no persons who are able to, directly or indirectly, jointly or severally, exercise control over our Company and our subsidiary companies.

16.4 Material litigation

As at the LPD, our Company or our subsidiary companies are not engaged in any material litigation, claims or arbitration either as plaintiff or defendant, which has a material effect on the financial position of our Group and our Board is not aware of any proceedings pending or threatened, or of any fact likely to give rise to any proceedings, which might materially and adversely affect the financial or business position of our Group.

16.5 Material contracts

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

- (i) Asia Media had on 3 May 2010 entered into a SSA with WHSB, MASB, TJBSB and BTV for the acquisition of the entire issued and paid-up share capital of AMSB amounting to RM10,000,000 comprising 100,000,000 ordinary shares of RM0.10 each in AMSB for a purchase consideration of RM12,999,998 satisfied by the issuance of 129,999,980 new Asia Media Shares to the vendors of AMSB credited as fully paid-up. The Acquisition was completed on 3 May 2010.
- (ii) Underwriting Agreement dated 3 December 2010 entered into between our Company and the Underwriters for the underwriting of 8,000,000 IPO Shares under the Public Issue, details of which are set out in Section 4.13 of this Prospectus.

16. ADDITIONAL INFORMATION (Cont'd)**16.6 Material agreements**

Save as disclosed below, there are no other subsisting material agreements entered into by our Company or our subsidiary companies in the ordinary course of business as at the LPD:

- (i) Licensing Agreement dated 28 January 2008 entered into between AMSB and RapidKL whereby RapidKL granted the exclusive rights and access to AMSB to all the busses operated by RapidKL to install, operate and maintain the audio visual advertising medium in the busses for a period of five (5) years. The gross revenue sharing from air time payable to RapidKL is ranging from 10% to 18% with the following minimum guaranteed amount:

	(RM)
First year	405,000
Second year	567,000
Third year	756,000
Fourth year	972,000
Fifth year	1,215,000

- (ii) License Agreement dated 18 February 2009 between AMSB and Handal Indah Sdn Bhd ("Handal") whereby Handal granted the exclusive rights to AMSB to install and operate audio visual displays used for targeted advertising in all buses that are currently under Handal's operation and management and in connection therewith to have full rights of access to the busses for a period of five (5) years and an option to extend for another two (2) years at the sole discretion of AMSB, subject to the terms and condition of the agreement. The net revenue sharing from air time payable to Handal is ranging from 10% to 15% with a minimum guaranteed amount of RM120,000 per year.

- (iii) Agreement for supply of bus TV services dated 27 April 2005 between Transit Vision Holdings Sdn Bhd (now known as TESB) and Park May Berhad ("PMB") whereby TESB supply to PMB the hard-disc media player for transmission of bus TV comprising the entertainment, infomercial, advertisements and other programmes duly uploaded for playback as bus TV over PMB's audio-video system in the Nice, Nice 2 and Plusliner buses owned by PMB, commencing from the date of execution of the agreement for an initial period of three (3) years and may be extended for a further three (3) years, subject to the terms and conditions of the agreement. PMB is required to pay TESB a sum of RM200 per upload.

This agreement has been extended for a further three (3) years from 27 April 2011 to 26 April 2014 based on the notice of extension dated 1 March 2010.

- (iv) Second agreement for supply of bus TV services to Nice++ buses dated 17 August 2005 between Transit Vision Holdings Sdn Bhd (now known as TESB) and PMB whereby TESB supply to PMB the hard-disc media players preloaded with audio visual programmes identified in the agreements in the ten (10) units of Nice++ buses operated by PMB, commencing from the date of execution of the agreement for a period of three (3) years and may be extended for a further three (3) years, subject to the terms and conditions of the agreement. PMB is required to pay TESB a sum of RM7,000 per month up to ten (10) Nice++ buses.

This agreement has been extended for a further three (3) years from 27 April 2011 to 26 April 2014 based on the notice of extension dated 1 March 2010.

16. ADDITIONAL INFORMATION (Cont'd)

- (v) Second agreement for supply of bus TV services to additional eight (8) Nice++ buses dated 17 December 2007 between Transit Vision Holdings Sdn Bhd (now known as TESB) and PMB whereby TESB supply to PMB the hard-disc media players preloaded with audio visual programmes identified in the agreements in the eight (8) units of Nice++ buses operated by PMB, commencing from 1 January 2008 for a period of three (3) years and may be extended for a further three (3) years, subject to the terms and conditions of the agreement. PMB is required to pay TESB a sum of RM5,600 per month for these eight (8) Nice++ buses.

This agreement has been extended for a further three (3) years from 27 April 2011 to 26 April 2014 based on the notice of extension dated 1 March 2010.

16.7 Public take-overs

During the last 6-month financial period ended 30 June 2010 and the subsequent period up to the LPD, there were no:

- (i) public take-over offers by third parties in respect of our Shares; and
- (ii) public take-over offers by our Company in respect of other corporations' securities.

16.8 Consents

- (i) The written consents of the Principal Adviser, Sponsor, Managing Underwriter, Underwriters, Placement Agent, Principal Bankers, Company Secretary, Due Diligence Solicitors, Issuing House and Share Registrar to the inclusion in this Prospectus of their names and all references in the manner, form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion of their name, Accountants' Report and letter relating to the proforma consolidated financial information and all references in the manner, form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of the IMR to the inclusion of their name and the executive summary of the IMR Report, and all references in the manner, form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

16.9 Documents available for inspection

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

- (i) Our Memorandum and Articles of Association;
- (ii) The Reporting Accountants' letter on the proforma consolidated financial information as included in Section 13.9 of this Prospectus;
- (iii) The Accountants' Report as included in Section 14 of this Prospectus;
- (iv) The IMR Report and its summary thereof as included in Section 9 of this Prospectus;
- (v) The Directors' Report as included in Section 15 of this Prospectus;

16. ADDITIONAL INFORMATION (Cont'd)

- (vi) The material contracts as referred to in Section 16.5 of this Prospectus;
- (vii) The material agreements as referred to in Section 16.6 of this Prospectus;
- (viii) The letters of consent referred to in Section 16.8 of this Prospectus;
- (ix) The audited financial statements of our Company for the financial period from 9 April 2008 to September 2009, 3-month FPE 2009 and 6-month period ended 30 June 2010;
- (x) The audited financial statements of AMSB for the 3-month FPE 2007, FYE 2008, FYE 2009 and 6-month period ended 30 June 2010;
- (xi) The audited financial statements of Asia Media Marketing for the financial period from 26 August 2008 to 31 December 2009 and 6-month period ended 30 June 2010;
- (xii) The audited financial statements of Asia Media Interactive for the FYE 2007, FYE 2008, FYE 2009 and 6-month period ended 30 June 2010; and
- (xiii) The audited financial statements of TESB for the FYE 2007, FYE 2008, FYE 2009 and 6-month period ended 30 June 2010.

16.10 Responsibility statements

- (i) This Prospectus has been seen and approved by our Directors and Promoters and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm that, after having made all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.
- (ii) PM Securities, being the Principal Adviser acknowledges that, based on all available information and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the IPO.

The rest of this page has been intentionally left blank