TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335044

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900317764

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
On Track Innovations Ltd.		12/22/2009	CORPORATION: ISRAEL
Millennium Card's Technology Limited		12/22/2009	CORPORATION: HONG KONG

RECEIVING PARTY DATA

Name:	SMARTRAC TRADING PTE. LTD.
Street Address:	6 Greenleaf Walk
Internal Address:	Amsterdam Building 2-8
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	279 227
Entity Type:	private limited company: SINGAPORE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3700714	ZEUS
Registration Number:	3700716	HERA

CORRESPONDENCE DATA

Fax Number: 2125750671

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-790-9200
Email: trademark@cll.com, mxe@cll.com
Correspondent Name: Joel Karni Schmidt
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036-6799

ATTORNEY DOCKET NUMBER:	28003.002/.003/JKS/MXE

DOMESTIC REPRESENTATIVE

Name: Joel Karni Schmidt
Address Line 1: 1133 Avenue of the Americas

Address Line 2:	Cowan, Liebowitz & Latman, P.C.
Address Line 4:	New York, NEW YORK 10036-6799

NAME OF SUBMITTER:	Joel Karni Schmidt
SIGNATURE:	/Joel Karni Schmidt/
DATE SIGNED:	03/13/2015

Total Attachments: 70

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DECLARATION OF CHRISTIAN UHL

Mr. Christian Uhl does hereby swear and attest that:

1. I am the CEO of SMARTRAC N.V., and I make this declaration from my own knowledge or from a perusal of the records of SMARTRAC N.V., to which I have access appropriate to my position.

2. I am making this declaration to explain the facts relating to the assignment of the registrations listed in Schedule A and the marks covered therein and thereby (the "Trademarks"), from ON TRACK INNOVATIONS LTD. to SMARTRAC TRADING PTE. LTD. on December 22, 2009.

3. SMARTRAC TRADING PTE. LTD. was a wholly-owned subsidiary of SMARTRAC Brazil B.V., which was a wholly-owned subsidiary of SMARTRAC N.V., SMARTRAC IP B.V. is a wholly-owned subsidiary of SMARTRAC N.V.

4. The Trademarks were assigned to SMARTRAC TRADING PTE. LTD., pursuant to an Asset Purchase Agreement, dated December 22, 2009, among On Track Innovations Ltd., SMARTRAC Singapore Trading PTE, and Millenium Card's Technology Limited (the "Asset Purchase Agreement"), attached hereto as Schedule B.

5. SMARTRAC TRADING PTE. LTD. was inadvertently identified in the Asset Purchase Agreement as "SMARTRAC Singapore Trading PTE."

6. On the date of the Asset Purchase Agreement, there was no Singapore corporation by the name of SMARTRAC Singapore Trading PTE. Rather, the correct name of the assignee of the Trademarks was "SMARTRAC TRADING PTE. LTD." A copy of the Certificate of Incorporation of SMARTRAC TRADING PTE. LTD. is attached as Schedule C.

The undersigned, being duly warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the Declaration or the application to which it pertains, declares that he is properly authorized to execute this Declaration on behalf of SMARTRAC NV.; that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true.

SMARTRAC N.V.

By:_____
Name: Christian Uhl
Title: CEO

Dated: 02.03.2015

SCHEDULE A

Trademarks

Trademark	Registration No.	Date
HERA	3,700,716	Oct. 27, 2009
ZEUS	3,700,714	Oct. 27, 2009

SCHEDULE B

Execution version

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of December 22nd, 2009 (the "**APA**"), by and among Millennium Card's Technology Limited ("**MCT**"), a Hong Kong corporation and On Track Innovations Ltd., as Israeli corporation ("**OTI**") on the one hand (where **MCT** and **OTI** shall be referred hereto as the "**Seller**"), and SMARTRAC Singapore Trading PTE, a Singapore corporation ("**Buyer**") on the other hand.

WHEREAS,

(1) MCT with business located at and incorporated in Hong Kong, a 100% subsidiary of OTI is engaged in the business of transponders and smart card machines manufacturing and is the holder of 99.5% shares of Millennium Card's Technology (SZ) Limited.

(2) SMARTRAC N.V ("**SMARTRAC**") is a worldwide leading transponder manufacturer and OTI is a worldwide leader in development of smart-card based products and solutions.

(3) Buyer is a private limited company incorporated in Singapore. Buyer is a 100 % subsidiary of SMARTRAC Brazil B.V. which is a 100 % subsidiary of SMARTRAC N.V.

(4) **"SMARTRAC Group"** means SMARTRAC and any and all companies in which SMARTRAC directly or indirectly holds or has the right to acquire 50 % or more of the shares and/or voting rights and/or comparable kind of participation.

(5) **"OTI Group"** means OTI and any and all companies in which OTI directly or indirectly holds or has the right to acquire 50 % or more of the shares and/or voting rights and/or comparable kind of participation.

(6) **"Machinery"** means (i) those machines used by MCT subsidiary and OTI exclusively or primarily for the Business (as defined in Section 2.1), as specified in Attachment 2.2.1 and (ii) those machines produced by MCT subsidiary for the sale to third parties with respect to the Business, as specified in Attachment 5.1.

(7) **"Signing Date"** is the date of signing of this Asset Purchase Agreement.

(8) **"Closing Date"** is defined in Section 9.1.

(9) **"Sold Assets"** means all assets as defined in Article. 2.

(10) **"Working Day"** means a working days excluding public excluding Saturdays, Sundays and holidays in the state of Delaware USA.

(11) **"Delivery Date"** is the respective delivery date of the Sold Assets.

(12) Buyer and Seller collectively the "**Parties**" and each a "**Party**".

Article 1 Scope of this Agreement

1.1. SMARTRAC, OTI and MCT entered into an agreement dated September 15, 2009 ("**Agreement**") with respect to the acquisition of certain assets of MCT subsidiary, some additional assets from OTI, the shutdown of MCT subsidiary and a non competition obligation, supply agreement and further issues. Further on SMARTRAC, OTI and MCT entered into a First Amendment to the Agreement, as of November 5, 2009 ("**First Amendment**"). The subject matter of this Asset Purchase Agreement ("**APA**") is to cover the sale and purchase of assets of Seller by Buyer as specified herein.

1.2. The Sold Assets which are owned by MCT as the date hereof ("**MCT Sold Assets**"), were owned by MCT subsidiary immediately prior to the Closing Date. On request of OTI, Buyer agrees to buy MCT Sold Assets not from MCT subsidiary but from MCT who is the owner thereof as the date hereof. Therefore immediately prior to the Closing Date, MCT shall be the sole owner of all the MCT Sold Assets and respective assumed liabilities including without limitation all rights of whatsoever nature relating to such assets, and also including such obligations, but only such obligations, as are specially provided for in this APA to be assumed by Buyer, said acquisition to be accomplished by MCT in order that it will be able to comply with this APA at any time. MCT confirms that it does not hold any other assets related to the Business as of the Closing Date.

1.3. Buyer does not buy any assets from MCT which MCT did not purchased from MCT subsidiary in connection with the assumption of the Business immediately prior to the Closing Date, provided that MCT has no relation to the Business apart from the conclusion of the said assignment and assumption as of the Closing Date. MCT did not and does not own assets and is not party to material contracts and agreements with respect to the Business before transfer from MCT subsidiary as of the Closing Date.

Article 2 Sold Assets and Assumed Liabilities

2.1. On the terms and subject to the conditions set forth in this APA, at the Closing, Buyer shall, in consideration for the Purchase Price, purchase, acquire and accept from Seller and Seller shall sell, transfer, assign, convey and deliver to Buyer all of Seller's rights, title and interest in, to and under Sold Assets (as defined below) which were used in the production of transponder using wire embedded technology, module packaging and the production of Machinery used to produce transponder products contact cards and testing equipments by MCT subsidiary immediately prior to the Closing Date (collectively, the "**Business**"). For the avoidance of doubt, assets not included herein and/or not related to the Business are excluded from the scope of this APA.

2.2 "**Sold Assets**" shall mean all of the following assets which were used for the Business by MCT subsidiary and OTI immediately prior to the Closing Date as listed below (in Sections 2.2.1 through 2.2.6):

2.2.1. The tangible assets, including technical and R&D equipment, machineries, office and other equipment and assets under construction which are located in the main factory or in any other plants, offices or other premises, as specified in **Attachment 2.2.1**.

2.2.2 The intangible assets relating exclusively or primarily to the Business set forth in (i) and (ii) of this Subsection 2.2.2 (i) All patents, utility patents, design patents, marks, trade names, domain names, copyrights, computer software programs, licences and other (registered or unregistered) intellectual property rights (and any applications therefore) relating exclusively or primarily to the Business, as listed in **Attachment 2.2.2(i)**; and (ii) the inventions, technology, process descriptions specifications, drawings, software, research and development data, formula or other know-how, trade and business secrets relating exclusively or primarily to the Business as listed in **Attachment 2.2.2(ii)** (collectively, the **"Intellectual Property Rights"**).
For clarification, the foregoing includes documents, specifications, drawings and software for Machinery manufacturing, production, process and products sold or used by MCT subsidiary prior to the Closing Date, to the extent owned by MCT subsidiary and not subject to confidentiality agreement with third parties.

2.2.3. The raw materials, supplies, work in progress, finished goods and other inventories collectively (**"Inventories"**) relating exclusively or primarily to the Business as listed in **Attachment 2.2.3**. Seller and MCT subsidiary shall have the right to consume the Inventories until the closing of MCT subsidiary according to Article 7, without any payment to the Buyer.

2.2.4. All rights relating exclusively or primarily to the Sold Assets and all claims against third parties relating to the Sold Assets (to the extent they exist at the closing date or later) including rights under manufacturers and vendors warranties.

2.2.5. Technical books and records of the Business and other technical documents and data (whether in hard copy or electronic format) used or available in the Business, as listed in **Attachment 2.2.5**, including technical drawings, technical manuals, sales and promotional material, lists of (present or former) customers and suppliers (**"Books and Records"**), except for those financial Books and Records and except further to Books and Records which are required to be retained by Seller and MCT subsidiary under any applicable law, regulation, directive, binding guideline or rule, or decree, order or decision of any court or governmental authority (as in effect at any time and applicable in any jurisdiction) or agreement or which cannot be technically separated from any other file or data.

2.2.6. Agreements (**"Assumed Agreements"**) in effect as of the Closing Date including contracts and arrangements, relating exclusively or primarily to the Business to which Seller or MCT subsidiary is a party as listed in **Attachment 2.2.6**.

2.3 For the avoidance of doubt, the following assets related to the Business of MCT subsidiary and Seller shall be excluded from the sale and transfer to Buyer pursuant to this APA ("**Excluded Assets**"):

2.3.1. Cash on hands, trade receivables, cheques, deposits with banks, financial receivables or other cash equivalents, shares and interest in any companies and partnerships or securities

2.3.2. Any claims for the refund of any taxes, social security contributions or other public charges (together with any penalties, fines, interests or addition thereto), taxes relating to any tax assessment period ending on the Closing Date.

2.3.3. Any accounting documentation.

2.3.4. All purchase price consideration to be paid by Buyer to Seller pursuant to the terms of this APA, and all of Seller's contractual rights in and to this APA and the ancillary agreements.

2.3.5. All amounts paid to MCT subsidiary and/or Seller from customers in accordance with Section 7.2 below.

2.3.6. All assets not covered by the Sold Assets.

2.4 On the terms and subject to the conditions set forth in this APA, at the Closing, Buyer shall assume and acquire effective as of the Closing Date, (collectively the "**Assumed Liabilities**") liabilities under the Sold Assets Intellectual Property Rights pursuant to Attachment 2.2.2, and liabilities under the Assumed Agreements pursuant to Section 2.2.6 that arise from facts or circumstances occurring after the Closing Date or that under their terms are required to be performed after the Closing Date, provided that the respective assets were transfered on the Closing Date.
Liabilities which arise between the Closing Date and the Delivery Date and which are not in connection with Gemalto as set forth in Section 7.12 below shall be borne by Seller and MCT subsidiary.

2.5 With respect to Assumed Liabilities pursuant to the sold Intellectual Property Rights, Buyer assumes liabilities, e.g. to pay open fees at the patent and trade mark offices, but Buyer does not assume any license agreements (except for those implied with respect to products sold by MCT subsidiary), or any other contracts in connection with the Intellectual Property and/or reserves the right, which is in Buyer's sole discretion, to enter into litigation or similar proceedings, if any, with respect to the sold Intellectual Property Rights.

2.6. Buyer will not assume or be liable for any Excluded Liabilities. Excluded Liabilities shall mean the following liabilities in connection with the Business.

2.6.1 [illegible]

2.6.2 [illegible]

2.6.3 [illegible]

2.6.4 Any liabilities from MCT which MCT [illegible] in connection with the assumption of the Business, provided that MCT has no interest to the Business apart from the consummation of this transaction. For clarification, MCT does not own assets and is not party to any material contracts and agreements with respect to the Business before the Closing Date except in those cases that for convenience purposes, MCT made sales and bought raw materials for MCT subsidiary, provided that in no event MCT held or currently holds any such raw materials; and

2.6.5. All liabilities which are not expressly assumed by Buyer.

Article 3 Purchase Price and Timing of Payment

[redacted]

3.2 All payments [redacted]

[redacted]	[redacted]
[redacted]	[redacted]
	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

3.3 Each Party shall bear its own tax due, if any, in connection with the transaction.

Article 4 Indemnification

[illegible]

Buyer shall not be obliged and its rights under the APA are not dependent on any inspection duties and notification obligation in connection with Seller indemnification obligation above

Article 5 Machine Sale Agreements

5.1. **Attachment 5.1** contains a list of all sale agreements for the Machinery sold by MCI ("**Machine Sale Agreements**") for which Buyer will provide the [illegible] within SMAC HAC Group [illegible] according to Section 5.2 below

[illegible]

[illegible]

[illegible]

Article 6 Representations and Warranties of Seller

Seller (jointly and severally) hereby guarantees and represents to Buyer that the statements set forth hereinafter are true and correct as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date)) or as of any other date explicitly referred to below.

6.1. The purchase contract between MCT and MCT subsidiary in order to conclude the transaction contemplated by this APA is complete, valid, enforceable and sufficient to enable MCT to fulfil its obligation under this APA in every aspect.

6.2. Seller is the sole and unrestricted legal and beneficial owner of the Sold Assets and has the unrestricted right to dispose all of such Sold Assets sold in accordance with this APA.

6.3. The statements in the "Whereas" No 1 of this APA in relation to OTI, MCT and MCT subsidiary are true, complete and accurate in every respect.

6.4. The Sold Assets to be transferred to Buyer will be free and clear of all liens, security interest and encumbrances of any nature whatsoever at the time of transfer.

6.5. Except for the implied license provided to the purchasers of the Machineries, the Intellectual Property Rights are free of third party rights. Seller has not granted a licence on the Intellectual Property Rights to a third party, except of the right to use goods and products sold by Seller. Seller is under no obligation to grant such rights.

6.6. There exists no pre-emptive rights, rights of first refusal, options or other rights of any third party to purchase or acquire any of the Sold Assets or assume any of the Assumed Agreements.

6.7. To the Seller's knowledge the validity of the sold Intellectual Property Rights has not been challenged by any third party in writing and Seller is not aware of any circumstances which would give rise to such challenge, other than references cited in official Patent Office examination. None of the Intellectual Property Rights is subject to any pending judgment, injunction, order or decree issued against OTI Group entity restricting the use thereof by it or restricting the licensing thereof by it to any third party.

6.8. Except as previously alleged by SMARTRAC Group, to the best knowledge of Seller there has not been any claim in writing that the products based on Intellectual Property Rights infringe upon any intellectual property right of any third party.

6.9. The Sold Assets and the Assumed Liabilities constitute materially all of the assets (whether tangible or intangible, including information, technology and know-how) used or held for use in the Business and are sufficient and adequate to carry on the Business as a

whole in substantially manner and scope it has been conducted in the last year period prior to August 2009. No Material Adverse Effect has occurred since August 2009 until the Closing Date of this APA. For the purpose of this Section, a "Material Adverse Effect" means any event, change, effect, condition or circumstance that, when taken individually or together with all other adverse events, changes or effects, is (a) to be materially adverse to the Sold Assets, as a whole; or (b) to be materially adverse to the Business as a whole; other than any change, effect, event, occurrence, condition, development or state of facts arising from or relating to changes or conditions generally affecting the industries or markets related to the Business.

6.10. Seller has not sold or transferred assets which belong or should belong to the Business between August 23, 2009 and the Closing Date (**"Period"**) outside the course of ordinary Business. The Machinery and any manufacturing equipment which were sold during the Period are completely listed in **Attachment 6.10**.

6.11. All tangible assets specified in Section 2.2 are located at MCT subsidiary production site in subsidiary, except to the extent that the transfer of these assets to MCT has begun, in which case such transferred assets are at MCT's facility in Hong Kong or in transit thereto.

6.12. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for OTI Group in connection with the transactions contemplated by this Agreement that would result in the obligation of Buyer or SMATRAC Group to pay any finder's fee, brokerage fee commission or similar payment in connection with the transactions contemplated hereby.

6.13. To the best of Seller's knowledge, all written information made available to the Buyer or its advisors by Seller and MCT subsidiary prior to signing of this APA and in connection thereto is complete, accurate and not misleading in all material respect. None of such information is misleading or contains any material omissions regarding the Sold Assets, the Business, the Assumed Liabilities or the Assumed Agreements.

Article 7 Shut Down of MCT subsidiary, Sale of Products and Delivery of Sold Assets

7.1. Seller undertakes to cause MCT subsidiary to shut down its business and operations in accordance with the terms and provisions set forth on **Attachment 7.1** attached hereto (**"Shut-Down Concept"**), including a time schedule for termination of operation of MCT subsidiary, and a change of its name to a name that does not include "MCT" or "Millennium" or "Millennium Card" or any variations on those words. Seller will cause MCT subsidiary to fully comply with all of the provisions of this Article. MCT shall not file for bankruptcy or insolvency protection or any similar protection from creditors for the period ending five years after the date on which all of the Sold Assets have been transferred to Buyer.

7.2. Sale of Products

7.2.1. With effect as of Closing Date but not later than December 22nd, 2009, Seller shall cause MCT subsidiary not to qualify and not to sell any products or provide services to additional customers apart from (i) services and products in the framework of the existing supply contracts with Gemalto and Oberthur Card System until assigned to SMARTRAC Group, or (ii) as permitted (and to the extent permitted) pursuant to Section 7.2.2 below. Notwithstanding the foregoing, it is hereby clarified that MCT subsidiary shall be entitled to complete all work in progress through the end of February 2010. If MCT subsidiary does not complete said work in progress by the end of February 2010, SMARTRAC, Seller and MCT subsidiary will use their best efforts to find an amicable solution for the production of the products not produced by end of February 2010.

7.2.2. Following December 22nd, 2009 MCT subsidiary shall have the right to qualify and manufacture only those products ordered by OTI that SMARTRAC Group is not ready to manufacture until such time that SMARTRAC Group acknowledges in writing to MCT subsidiary and OTI that it is ready to manufacture these products in its premises. Any order received by MCT subsidiary after December 22nd, 2009, from OTI, MCT subsidiary shall therefore be sent to Buyer as a copy. Following receipt of such copy Buyer shall have a maximum of 48 hours to notify MCT subsidiary whether it is ready to perform said order. If Buyer has notified MCT subsidiary within the said 48 hours that SMARTRAC Group is ready to perform, the order shall be performed solely by SMARTRAC Group. If Buyer fails to notify MCT subsidiary that SMARTRAC Group is ready to perform said order or notifies that SMARTRAC Group is not yet ready to perform said order within said 48 hours (where no response shall also be deemed as failure), the fulfilment of the said order shall be with Seller and/or MCT subsidiary solely.

Notwithstanding the provision of Section 16.4, all notices pursuant to this Section 7.2.2 shall be sent by email to the following addresses and shall be deemed to have been duly received at the time sent by the sending party.

SMARTRAC Group email: philippe.castano@smartrac-group.com

OTI Group emails: dudu@otiglobal.com; tom@otiglobal.com; david_a@otiglobal.com; guy@otiglobal.com, oded@otiglobal.com; ohad@otiglobal.com

7.2.3. During such time and until Buyer is ready to perform orders according to Section 7.2.2 Seller and MCT subsidiary shall have the right to make use of the Sold Assets in their premises free of charge (including the intangible assets, Section 2.2.2) in order to fulfil said orders.

7.2.4. The Parties shall use their utmost efforts to transfer the manufacturing capabilities to Buyer as soon as practicable, pursuant to the terms herein.

7.3. MCT subsidiary shall cease the production for Oberthur Card System until end of April 2010.

7.4. Starting April 2010, Buyer shall have the right to appoint one representative having access (but not authority) to all decisions relating to the business development of MCT subsidiary in order to supervise the proper shut down of MCT subsidiary

7.5. Any employment offer to MCT subsidiary employees by Buyer shall be subject to a prior coordination and agreed communication by the Parties.

7.6. Seller, MCT subsidiary and Buyer have specified and reviewed the Sold Assets during the specification process according to the First Amendment (**"Specification Process"**). During the Specification Process, Buyer reviewed whether the Sold Assets are complete, in proper workable condition, fully functional and fit for their intended use. Seller guarantees that all Sold Asset which have been defined and marked as "A" (**"A-Assets"**), as specified in **Attachment 7.6**, will be transferred outside of PRC.

7.7. During the Specification Process and according to Article 4 subs. K of the "First Amendment", Seller, MCT subsidiary and Buyer prepared an asset status list (**"Asset Status"**). The Asset Status list is attached as **Attachment 7.7**. The Asset Status contains the present "as-is" condition of all other Sold Assets other than the A-Assets as documented in the Specification Process

7.8 For the A-Assets contained in the Asset Status, Seller undertakes to repair defective assets and/or substitute missing A-Assets until the Delivery Date as specified in the Asset Status. In case Seller fails to comply with this obligation with regard to A-Assets, Buyer shall be entitled to reduce the purchase price according to book value of the relevant A-Asset in the Financial Statements of MCT subsidiary or OTI, as the case may be (**"Book Value"**).

Furthermore, the Asset Status contains the allocation of the Sold Assets in three Groups as outlined below. Seller undertakes to deliver the Sold Assets according to the below outlined delivery schedule. It is understood that the transfer of the following assets shall be subject to the approval by the respective Chinese authorities and that the dates set forth below do not take into consideration the time period, which is unknown, necessary to obtain such approvals:

- **Group 1** = includes all Sold Assets which shall be packaged and to which transfer process to Buyer shall begin immediately following the Closing Date of this APA, but not later than the end of February 2010.

- **Group 2** = includes all Sold Assets, listed in **Attachment 7.8.**, which facilitate the obligations of the existing agreement with Gemalto and Oberthur Card System (in acce-

[illegible]

dance with Section 7.2 above) with which Seller and/or MCT subsidiary have a binding supply agreement which is not assignable without the consent of Gomaco

- Group 3 includes all Sold Assets listed in Attachment 7.8. The transfer of Group 3 is subject to a final approval by Chinese authorities ("Additional Approval").

7.9 [illegible]

In addition to the extent that MCT is not able to get the Additional Approval for the assets included in Group 3 until the end of the Joint Lease Period, Seller shall lease the assets in a reasonable manner by Buyer at Buyer's expense.

7.10 Seller shall stat the transfer the Sold Assets included in Group 2 without undue delay to Buyer at the latest of: (i) Gomaco has agreed to assign the supply agreement to Buyer or agreed to subcontract it or to enter into another agreement to release Seller and/or MCT subsidiary from their obligations towards Gomaco, or (ii) such time that Buyer is ready to perform OEI orders as set forth in Section 7.2 above.

7.11 In case Gomaco denies the assignment of its supply agreement with MCT subsidiary and Seller to Buyer prior to the expiration date of such agreement (until March 18, 2011) the Sold Assets included in Group 2 shall be transferred to Buyer immediately following March 18, 2011, provided that Seller or MCT subsidiary has obtained approval of the Chinese authorities for such transfer (the term between [illegible] 2010 and March 18, 2011 [illegible] the "Transition Period").

[illegible] Financial Statements") [illegible] [redacted] [illegible] shall reduce the cost for performing the services for Gomaco.

Nevertheless, during the Transition Phase, MCT subsidiary may serve not only Gemalto supply agreement, but also other customers (if permitted pursuant to Section 7.2 above), in which case MCT subsidiary and Seller shall bear all costs and shall have the rights to all revenues in connection with such other customers.

In case that Buyer assumes the supply agreement with Gemalto and Gemalto has agreed to the assumption, Seller guarantees that all products to be supplied under this supply agreement have a gross profit margin. Further on the Parties have to agree in coordination with Gemalto on the date to which the assumption shall be effected, but in any case not before the Closing Date.

Buyer does not assume warranty and guarantee liabilities for products shipped prior to the date the assumption becomes effective.

7.13 All title (free of third party rights) of all Sold Assets including the Sold Assets of Group 1 and 3 shall be transferred (free of third party rights) to Buyer on the Closing Date automatically. The title of the Sold Assets of Group 2 shall pass to Buyer after approval of Gemalto and/or Oberthur Card System (subject to Section 7.3 above), but in any case by the end of March 2011 at the latest.

7.14 Seller guarantees additionally:

7.14.1 To deliver and ship the A-Assets in the technical and functional state as documented and evaluated during the Specification Process in the Asset Status subject to sub-section 7.8 above, and subject to ordinary wear and tear. If this is not the case for the said assets, Seller shall be obliged to repair such defective assets and/or substitute such missing assets before delivery to Buyer to return it to be in the same condition as documented in the Asset Status subject to ordinary wear and tear. If Seller fails to comply with this obligation with regard to A-Assets, Buyer shall be entitled to reduce the purchase price according to respective Book Value.

7.14.2 To deliver and ship all other assets (not A-Assets) in the same "as-is" condition as documented in the Asset Status, subject to normal wear and tear. If this is not the case for the said assets, Seller shall be obliged to repair such defective assets and/or substitute such missing assets before delivery to Buyer to return it to be in the same condition as documented in the Asset Status. In case Seller fails to comply with this obligation with regard to said assets, Buyer shall be entitled to reduce the purchase price according to Book Value.

7.15 For the avoidance of doubt, Buyer shall not be entitled to receive any rent, license or other fee with regards to the Sold Assets (Group 1, Group 2 and Group 3) still in possession of MCT subsidiary or Seller during the Transition Phase.

7.16. Seller's obligations hereunder regarding pack and ship of the Sold Assets shall be to a production location named by Buyer. Buyer reserves the right to alter or amend its direction between Closing Date and shipping date at any time. The packing costs shall be borne by Seller solely. The shipping cost shall be shared 50/50 between Seller and Buyer until final destination.

7.17 The Parties shall schedule the transfer of the Sold Assets as soon as practicable due to the time schedule outlined in this Article 7 in order to minimize the business impact on both Parties.

Article 8 Representation and Warranties of Buyer

8.1 Buyer will have prior to the Closing Date sufficient funds to enable it to consummate the transactions contemplated herein and comply with its financial undertakings.

8.2 No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Buyer or to Buyer's knowledge to SMARTRAC Group in connection with the transactions contemplated by this Agreement that would result in the obligation of Seller to pay any finder's fee, brokerage fee, commission or similar payment in connection with the transactions contemplated hereby.

Article 9 Closing Date

9.1. **"Closing Date"** shall be the date on signing of this APA.

9.2 The Parties confirm that no closing conditions are required.

Article 10 Covenants

10.1. From the Closing Date on, Seller shall cause MCT subsidiary to conduct and shut down the Business according to the Shut-Down Concept with due care of a prudent businessman and in the ordinary course, consistent with past practice, and use its best efforts to protect the Sold Assets from any damage or casualty loss, preserve intact the business organization of the Business and its relationships with third parties subject to MCT Shenzhen's ability to do so under the circumstances of its expected shut-down.

10.2. From the Closing Date until the earlier of (i) designation of Buyer's representative according to Section 7.4 above, or (ii) the shut-down of MCT subsidiary, Seller and MCT subsidiary shall promptly inform Buyer of all events or circumstances which, if existing or known on the Closing Date, would have been reasonably required to be disclosed to Buyer pursuant to Section 6.13 above.

10.3. Seller shall comply and shall cause MCT subsidiary to comply with all necessary additional requirements and sign all additional documents, if necessary, e.g. to transfer of patents and trademarks immediately after the Closing Date and at any time upon request of Buyer and comply with all governmental and other regulations in order to effect the proper transfer of all Sold Assets including the Intellectual Property Rights pursuant to Section 2.2.2. and effect the registration of Buyer at the respective Patents and Trade Mark organizations. Buyer shall bear all costs and expenses relating to the transfer of Intellectual Property Rights.

Article 11 Non-Compete

11.1. For a period of five years after the Closing Date, Seller shall not in any part of the world directly or indirectly, engage or invest in, own, manage, operate, finance or control, or participate in the ownership, management, operation, finance of, be employed by, associated with or in any manner connected with any business, group, entity and enterprise engaging in (i) the production of transponder using wire embedded technology and/or (ii) wire embedded dual interface technology, and/or (iii) the production of Machinery as produced by MCT subsidiary prior to the date hereof (hereinafter "**Special Business**"), and/or (iv) render services or advice relating to the Special Business to any entity. However, the following activities shall be exempted from the covenant not to compete:

a) The acquisition of a non-controlling interest in an entity engaged in the Special Business, not exceeding five percent of the capital and votes; or

b) The acquisition of any business or any interest in an entity or group (exceeding 5% of the capital and votes) provided that the turnover of the Special Business in the total turnover of such entity or business in the fiscal year preceding the acquisition did not exceed 25% of the aggregate turnover of the acquired business, entity or group.

In case of an engagement of Seller in the Special Business, (i) Buyer does not waive rights in pursuing its license rights, and/or any exclusivity arrangements in place with Seller and, (ii) no implied license right and/or exclusivity arrangement is being granted to such Special Business as a result of such engagement. Any failure to act by Buyer does equally not imply the grant of a right derived from its intellectual property or the waiver of any exclusivity arrangements.

11.2. Seller acknowledges that the restrictions contained in this Article 11 are fair and reasonable. If, at the time of enforcement of any provision of this Article 11, a court or other tribunal shall hold that the restrictions therein are unreasonable or unenforceable under circumstances then existing, the Parties agree that the maximum period, scope or geograph-

ical area reasonable under such circumstances shall be substituted for the stated period scope or area

11.3 In the event of any breach by Seller of any of the provisions of this Article 11 money damages may be inadequate and Buyer would have no adequate remedy at law. Accordingly, notwithstanding anything to the contrary contained in this APA, the Parties agree that Buyer shall have the rights, in addition to any other rights and the obligations under this Article 11, to seek an adequate remedy for such breach, in any court having jurisdiction over the matter, not only by an action for damages but also by an action or actions for specific performance, injunction and/or other equitable relief in order to enforce or prevent any violations (whether anticipatory, continuing or future) of the provisions of this Article 11.

Article 12 Limitation Period

The indemnification obligation by Seller pursuant to Article 4 expires five years after the Closing Date.

All other claims of SMARTRAC Group and/or Buyer arising under this APA shall become time-barred upon expiration of a period of 1 year after final installment according to Section 3.2., except as set forth in Article 11 (subject to the limitation therein).

Article 13 Undertaking

13.1. Seller shall not directly or indirectly challenge all and any worldwide wire embedding related intellectual property rights related to inlay production of SMARTRAC Group existing as of the Closing Date unless in response to a claim made by a member of the SMARTRAC Group.

13.2. The Parties confirm that they already withdrew finally and irrevocably "with prejudice" all legal proceedings pursuant to Section 2.1 until 2.7 of the Agreement dated September 15th, 2009. The Parties, on behalf of themselves and their affiliates, predecessors, successors, assigns, executors, administrators, and each of their past, present and future officers, directors, employees, parents, subsidiaries, divisions representatives, shareholders, trustees and agents, hereby release, waive, relinquish, renounce, and discharge each Party, and all of their affiliates, predecessors, successors, assigns, executors, administrators, and each of their past, present and future officers, directors, employees, parents, subsidiaries, divisions, representatives shareholders, trustees and agents and direct or indirect customers and vendors to the extent that claims arise from their use or resale of Parties products the use thereof from any and all claims, whether known or unknown, actions, suits, causes of action, liabilities, or controversies, that arise out of or are related to

past-patent infringement claims prior to the Closing Date or resulting from activities agreed between the Parties until the shut-down of MCT subsidiary.

13.3. Notwithstanding Section 13.2 above, SMARTRAC Group will tolerate and will cause any other entity within SMARTRAC Group not to take any legal proceeding against any member of OTI Group with regard to the use of the existing wire embedded machines sold by OTI Group to the Beijing ZD Audian Science Ltd. ("**JV OTI/FRI**") during the period commencing January 1, 2005 through December 31, 2006 based on following conditions:

- The machines are owned by the JV OTI/FRI. These machines must not be sold to third parties within or outside of China;
- The machines are being used for the production of Chinese government products. These products must not be sold or transferred outside of China;
- SMARTRAC thus is giving no licence to the OTI/FRI JV and there will be no public acknowledgement concerning any tolerance as specified above;
- SMARTRAC reserves the right to challenge the use of the machines if one of the aforementioned conditions is not fulfilled;
- SMARTRAC shall provide remunerated services to the machines owned by the JV OTI/FRI, if requested so;
- OTI and MCT shall have the right to continue its activity within the framework of the JV OTI/FRI and OTI and MCT activity in the framework of the JV OTI/FRI shall not be deemed a breach of its non competition obligation under this Agreement.

Article 14 Law and Jurisdiction

14.1. Each Party to this APA hereby agrees and specifies that this APA shall be governed by and construed under the laws of the State of Delaware in the United States of America, without regard to principles of conflicts of laws and further agrees and specifies that such Party shall be subject to the jurisdiction of the courts of Delaware.

14.2. Buyer may be served with legal process c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, DE 19904 Delaware or at such Party's address set forth above or if different, at the principal office of the Party wherever that office may be in the world at the time such service is made or attempted to be made, or at whatever address is permitted by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters.

14.3. Seller may be served with legal process c/o OTI America, Inc., 111 Wood Ave. South, Suite 105, Iselin, New Jersey 08830 or at such Party's address set forth above or if different, at the principal office of the Party wherever that office may be in the world at the time

such service is made or attempted to be made, or at whatever address is permitted by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil and Commercial Matters

14.4. Each of the Parties commits to maintain the appointment of said agent of process for at least ten years from the Closing Date.

Article 15 Contradiction

This APA shall govern the subject matter thereof and supersedes the Agreement and the First Amendment in all respects and on the Closing Date the Agreement and the First Amendment shall be null and void with no further force and effect (except for the reference made herein).

Article 16 Miscellaneous

16.1. Any changes or amendments to this agreement including any changes or amendments to this provision shall be in written form in order to be valid and binding.

16.2. Any publication with regard to this APA and the Supply Agreement not yet made shall be mutually agreed and coordinated by the Parties

16.3 If a provision of this agreement is or becomes wholly or partially invalid, the validity of the remaining provisions of this agreement shall not be affected. The invalid provision shall be deemed to be replaced by a statute tolerable feasible provision which economically most closely reflects the purpose of the invalid provision. The same applies in the event that the agreement contains any omissions.

16.4 All notices and other communications under this APA (except for those required pursuant to Section 7.2.2 above) shall be in writing and shall be given or made by delivery in person (and shall be deemed to have been duly given upon such delivery), by overnight courier service (and shall be deemed to have been duly given two Working Days after delivery to the courier service), by facsimile (and shall be deemed to have been duly given after transmission in full with electronic confirmation of transmission if delivered during recipient's business hours, or on the next Working Day if delivered after recipient's business hours), or by registered or certified mail (postage prepaid, return receipt requested) (and shall be deemed to have been duly given five Working Days after delivery to the mail service) to the respective parties at the following addresses (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Seller:

On Track Innovations Ltd.

Z.H.R. Industrial Zone, Rosh Pina 12000, ISRAEL

Tel: +972-4-686-8000

Fax: +972-4-693-8887

Attn.: Oded Bashan, Chairman and CEO

With a copy to:

Zysman, Aharoni, Gayer & Ady Kaplan & Co. Law offices

Beit Zion, 41-45 Rothchild Blvd., Tel Aviv 65784, Israel

Tel: +972-3-7955555

Fax: +972-3-7955550

Attn.: Eran Ben Dor, Attorney at Law

If to Buyer or SMARTRAC Group, to:

SMARTRAC N.V.

Strawinskylaan 851

1077 XX Amsterdam

The Netherlands

Phone: +31 20 30 50 150

Fax: +31 20 30 50 155

Attn.: Dr. Christian Fischer (CEO), Manfred Kuttler (CFO)

With a copy to:

Legal Department of SMARTRAC Group

c/o SMARTRAC Technology GmbH, Albstrasse 14, 70597 Stuttgart, Germany

Tel: +49 (711) 556926176

Fax: +49 (711) 556926111

Attn.: Ruediger von Knebel, General Counsel

This Agreement may be executed in multiple counterparts, each of which when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this APA to be executed by their respective officers thereunto duly authorized, as of the date first written above.

SMARTRAC Singapore Trading PTE.

By_____

Printed Name:_____

Printed Title _____

MILENNIUM CARD's TECHNOLOGY LIMITED.

By_____ For and on behalf of MILLENNIUM CARD'S TECHNOLOGY LIMITED

Printed Name:_____

Printed Title _____

On Track Innovations Ltd.

By_____

Printed Name_____

Printed Title:_____

to whom it may concern

Power of Attorney

SMARTRAC Trading Pte. Ltd. hereby grants power of attorney to

Dr. Christian Fischer, and
Christian Uhl,

Either of the aforementioned attorneys has the sole right of representation.

The power of attorney specifically includes the negotiating, finalizing and signing of respective documents along with the Asset Purchase Agreement, Supply Agreement and any other document that is regarded necessary within this context.

This Power of Attorney is limited until April 30th, 2010.

Singapore, 2.11.09

Wolfgang Friedrich Schneider

Director SMARTRAC Trading Pte. Ltd.

Execution version

SMARTRAC GUARENTEE

In reference to a certain Asset Purchase Agreement, dated as of December 22 , 2009, (the "**APA**"), by and between Millennium Card's Technology Limited, a Hong Kong corporation and On Track Innovations Ltd. on the one hand, and SMARTRAC Singapore Trading PTE, a Singapore corporation on the other hand, SMARTRAC N.V. hereby guarantees the fulfilment of the obligations, covenants and warranties of entities within SMARTRAC Group (as such term is defined in the APA) pursuant to the APA.

SMARTRAC N.V.

By: _____

Printed Name _____

Printed Title: _____

Attachment to the
Asset Purchase Agreement
between MCT, OTI and SMARTRAC

Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Item.No.	Qty.	
3	A	Other equipment	Fully Operational	Server	[illegible]	[illegible]	MCT5ZOO010	06/04/05-18	1	[illegible]
3	A	Other equipment	Fully Operational	Small Power Generator	[illegible]	[illegible]	MCT5ZOF243	06/03/31-22	[illegible]	[illegible]
3	A	Other equipment	Fully Operational	UPS - Spare power source	[illegible]	[illegible]	MCT5ZOF665	06/03/31-23	[illegible]	[illegible]
3	A	Other equipment	Fully Operational	Air Compressing machine	[illegible]	[illegible]	MCT5ZOF244	06/03/31-24	[illegible]	[illegible]
3	B	Other equipment	Fully Operational	Long Oven-Dryer	[illegible]	[illegible]	MCT5ZOF394	06/11/30-40	[illegible]	[illegible]
3	A	Machinery	Fully Operational	Special Punching machine -CB	[illegible]	[illegible]	MCT5ZOF675	07/06/30-52	[illegible]	[illegible]
3	A	Other equipment (OTC)	Fully Operational	UPS - Spare power source	[illegible]	[illegible]	MCT5ZOF651	07/06/30-47	[illegible]	[illegible]
3	A	Other equipment (OTC)	Fully Operational	Air Compressing machine	[illegible]		MCT5ZOF652	07/06/30-51	[illegible]	[illegible]
3	A	Other equipment (OTC)	Fully Operational	Nitrogenous Generator	[illegible]	[illegible]	MCT5ZOF681	07/07/31-33	[illegible]	[illegible]
3	A	Other equipment (OTC)	Fully Operational	UPS - Spare power source	[illegible]	[illegible]	MCT5ZOF722	07/10/31-51	[illegible]	[illegible]
3	A	Other equipment	Fully Operational	Big Power Generator	[illegible]	[illegible]	MCT5ZOF730	07/10/31-52	[illegible]	[illegible]
3	A	Other equipment (OTC)	Fully Operational	Refrigerator room	[illegible]	[illegible]	MCT5ZOF618	07/05/31-32	[illegible]	[illegible]
3	C	Other equipment	Fully Operational	Air Compressing machine	[illegible]	[illegible]			[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO001	06/03/31-20	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO002	06/03/31-21	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO003	06/03/31-22	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO004	06/03/31-23	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO005	06/03/31-24	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO006	06/03/31-25	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO007	06/03/31-26	[illegible]	[illegible]
3	B	Office	Fully Operational	p.mar	[illegible]		MCT5ZOO008	06/03/31-27	[illegible]	[illegible]
3	B	Office	Fully Operational	IBM computer	[illegible]		MCT5ZOO009	06/04/26-10	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO011	06/04/30-28	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO012	06/04/30-29	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO013	06/04/30-30	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO014	06/04/30-31	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO015	06/04/30-32	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO016	06/04/30-33	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO017	06/04/30-34	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO018	06/04/30-35	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO019	06/04/30-36	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO020	06/04/30-37	[illegible]	[illegible]
3	B	Office	Fully Operational	computer	[illegible]		MCT5ZOO048	06/06/19-6	[illegible]	[illegible]
3	B	(Item to are R&D equipment)	Fully Operational	computer	[illegible]		MCT5ZOO049	06/06/19-7	[illegible]	[illegible]
3	B	(Item to are R&D equipment)	Fully Operational	computer	[illegible]		MCT5ZOO051	06/06/26-14	1	[illegible]

Attach-2.2.1 Other Equipment MCT

Attachment to the
Asset Purchase Agreement
between MCT, OTI and SMARTRAC

Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC022	08-05-26-14	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC023	08-05-26-14	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC024	08-05-26-14	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC025	08-05-26-14	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC026	08-05-26-14	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC027	08-05-26-14	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC028	08-05-26-14	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC029	08-05-26-14	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC030	08-05-26-14	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC031	08-05-26-35	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC032	08-06-26-35	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC033	08-06-26-35	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC034	08-06-26-35	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC035	08-06-26-35	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC036	08-06-26-35	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC037	08-06-26-35	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC038	08-06-26-35	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC039	08-06-26-35	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC040	08-06-26-35	1	中
3	B	Technical and R&D equipment	Fully Operational	computer	中古		MCT6ZCC057	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC058	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC059	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC060	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC063	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC064	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC065	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC066	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC067	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC068	08-07-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC069	08/10/24-8	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC069	08-11-27-28	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC070	08-12-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC071	08-12-31-49	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC072	07/04/30-48	1	中
3	B	Other	Fully Operational	computer	中古		MCT6ZCC073	07/04/27-48	1	中

Attach 2.2.1 Other Eq. pg MCT

Attachment to the
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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Sm. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0073	07/04/30-43	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0075	07/04/30-43	1	套
3	B	Office	Fully Operational	computer	伺服器-IBM 台式机		MCTSZC0076	07/04/30-43	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0077	07/05/31-41	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0078	07/05/31-41	1	套
3	B	Technical and R&D equipment	Fully Operational	computer	电脑		MCTSZC0079	07/05/31-41	1	套
3	B	Office	Fully Operational	computer	电脑-服务器		MCTSZC0080	07/05/31-41	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0103	07/08/30-49	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0104	07/08/30-49	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0105	07/08/30-49	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0106	07/09/30-49	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0107	07/09/30-49	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0108	07/10/31-30	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0109	07/10/31-30	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0110	07/11/30-57	1	套
3	B	Office	Fully Operational	computer	电脑		[illegible]	08/09/30-36	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0112	08/09/30-36	1	套
3	B	Technical and R&D equipment	Fully Operational	computer	电脑		MCTSZC0113	08/09/30-36	1	套
3	B	Office	Fully Operational	computer	工控机		MCTSZC0114	08/10/31-43	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0115	08/10/31-43	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0116	08/11/30-33	1	套
3	B	Office	Fully Operational	computer	电脑		MCTSZC0081	07/05/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0082	07/08/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0083	07/08/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0084	07/05/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0085	07/08/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0086	07/05/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0087	07/05/28-32	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0088	07/08/28-32	1	
3	B	Office	Fully Operational	computer	电脑		[illegible]	07/08/20-13	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0090	07/08/20-13	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0091	07/08/20-13	1	
3	B	Office	Fully Operational	computer	电脑		MCTSZC0092	07/08/20-13	1	
3	B	Office	Fully Operational	computer	电脑		[illegible]	07/08/20-13	1	
3	B	Office	Fully Operational	computer	电脑		[illegible]	07/08/20-13	1	

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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	computer	电脑		MCT8ZOO095	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	computer	电脑		MCT8ZOO096	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	computer	电脑		MCT8ZOO097	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	computer	电脑		MCT8ZOO098	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	computer	电脑		MCT8ZOO099	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	display	显示器		MCT8ZOO100	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	display	显示器		MCT8ZOO101	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	computer	电脑		MCT8ZOO102	07/08/20-13	1	[illegible]
3	B	Office	Fully Operational	electrocardiograph	心电图机		MCT8ZOF178R	06/03/24-7	1	[illegible]
3	B	Office	Fully Operational	tv	电视机		MCT8ZOF181	06/03/24-7	1	[illegible]
3	B	Office	Fully Operational	cold room	冷冻冷藏柜		MCT8ZOF209	06/04/30-27	1	[illegible]
3	B	Office	Fully Operational	wash up machine	洗手消毒机		MCT8ZOF210	06/04/30-27	1	[illegible]
3	B	Office	Fully Operational	electrocardiograph	心电图机		MCT8ZOF180	06/05/31-28	1	[illegible]
3	B	Office	Fully Operational	printer	打印机		MCT8ZOF177	06/05/31-28	1	[illegible]
3	B	Office	Fully Operational	printer	打印机		MCT8ZOF179	06/05/31-28	1	[illegible]
3	B	Office	Fully Operational	printer	打印机		MCT8ZOF207	06/05/31-34	1	[illegible]
3	B	Office	Fully Operational	bed	床子		MCT8ZOF248R	06/06/21-20	1	[illegible]
3	B	Office	Fully Operational	bed	床子		MCT8ZOF249R	06/06/21-20	1	[illegible]
3	B	Office	Fully Operational	bed	床子		MCT8ZOF250R	06/06/21-20	1	[illegible]
3	B	Office	Fully Operational	bed	床子		MCT8ZOF251R	06/06/21-20	1	[illegible]
3	B	Office	Fully Operational	tonometer	眼压机		MCT8ZOF254R	06/06/21-20	1	[illegible]
3	B	Office	Fully Operational	washing machine	洗衣机		MCT8ZOF54C	06/06/27-25	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF286	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF287	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF288	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF30C	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF305	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF306	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF308	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF310	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF311	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF312	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF313	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF314	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF315	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	book shelf	钢制玻璃门文件柜		MCT8ZOF316	06/06/27-32	1	[illegible]

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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF317	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF318	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF319	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF320	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF321	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF322	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF323	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF324	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF325	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF326	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF327	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF328	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF329	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF330	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF331	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF332	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	钢制胶卷门文件柜		MCTSZOF333	06/06/27-32	1	个
3	B	Office	Fully Operational	[illegible]	高度木茶桌		MCTSZOF303	06/06/27-32	1	张
3	B	Office	Fully Operational	[illegible]	高度茶桌		MCTSZOF304	06/06/27-32	1	张
3	B	Office	Fully Operational	[illegible]	多功能会议桌		MCTSZOF282	06/06/27-32	1	张
3	B	Office	Fully Operational	[illegible]	多功能会议桌		MCTSZOF283	06/06/27-32	1	张
3	B	Office	Fully Operational	[illegible]	多功能会议桌		MCTSZOF284	06/06/27-32	1	张
3	B	Office	Fully Operational	[illegible]	多功能会议桌		MCTSZOF286	06/06/27-32	1	张
3	B	Office	Fully Operational	[illegible]	碎纸机		MCTSZOF340	06/06/28-40	1	台
3	B	Office	Fully Operational	[illegible]	碎纸机		MCTSZOF341	06/06/28-40	1	台
3	B	Office	Fully Operational	water fountain	饮水器		MCTSZOF365R	06/07/28-36	1	台
3	B	Office	Fully Operational	water fountain	饮水器		MCTSZOF364R	06/07/31-46	1	台
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF368R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF366R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF367R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF369R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF370R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF371R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF372R	06/07/31-47	1	张
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF373R	06/07/31-47	1	张

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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	chair	中班椅		[illegible]	08/07/31-47	1	[illegible]
3	B	Office	Fully Operational	Switch	交换机		[illegible]	08/07/31-49	1	[illegible]
3	B	Office	Fully Operational	printer	打印机		MCTSZOF447	08/09/13-9	1	[illegible]
3	B	Office	Fully Operational	printer	打印机		MCTSZOF448	08/09/13-9	1	[illegible]
3	B	Office	Fully Operational	water machine	[illegible]		[illegible]	08/10/27-22	1	[illegible]
3	B	Office	Fully Operational	High shelf	[illegible]		[illegible]	08/11/20-15	1	[illegible]
3	B	Office	Fully Operational	Sub shelf	[illegible]		[illegible]	08/11/23-15	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		[illegible]	08/11/23-15	1	[illegible]
3	B	Office	Fully Operational	chair	[illegible]		[illegible]	08/11/23-15	1	[illegible]
3	B	Office	Fully Operational	Cleaner	吸尘器		[illegible]	08/11/30-38	1	[illegible]
3	B	Office	Fully Operational	printer	打印机		[illegible]	08/11/30-39	1	[illegible]
3	B	Office	Fully Operational	Air conditioner	空调		[illegible]	07/07/31-40	1	[illegible]
3	B	Office	Fully Operational	Air conditioner	空调		[illegible]	07/07/31-40	1	[illegible]
3	B	Office	Fully Operational	Air conditioner	空调		[illegible]	07/07/31-40	1	[illegible]
3	B	Office	Fully Operational	printer	[illegible]		[illegible]	07/04/30-38	1	[illegible]

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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF616	07/05/14-17	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF617	07/05/14-17	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF623	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF624	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF627	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF628	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF629	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF630	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF631	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF632	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF633	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF634	07/06/30-26	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF636	07/06/30-27	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF708	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF710	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF711	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF712	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF713	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF714	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF715	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF716	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF717	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF718	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF719	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF720	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF722	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF723	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF724	07/11/30-56	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF135R	06/03/09-1	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF121R	06/03/09-1	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF136R	06/03/31-19	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF137R	06/03/31-19	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF138R	06/03/31-19	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF139R	06/03/31-19	1	0
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTSZOF140R	06/03/31-19	1	0

Attachment to the
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between MCT, OTI and SMARTRAC

Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Office	Fully Operational	Shelf	货架		MCTSZOF[illegible]	08.03.31-19	1	[illegible]
3	B	Other equipment	Fully Operational	Switch	交换机		MCTSZOF[illegible]	08.03.31-21	1	[illegible]
3	B	Other equipment	Fully Operational	Cleaner	吸尘机		MCTSZOF[illegible]	08.04.15-2[illegible]	1	[illegible]
3	B	Other equipment	Fully Operational	Cooling machine	冷水机		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Other equipment	Fully Operational	Cutting machine	剪板机		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Other equipment	Fully Operational	Cutting machine	[illegible]		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Office	Fully Operational	Desk	工作台		MCTSZOF130R	08.04.30-22	1	[illegible]
3	B	Office	Fully Operational	Desk	工作台		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Office	Fully Operational	Desk	工作台		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Office	Fully Operational	Desk	工作台		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Office	Fully Operational	Desk	工作台		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Office	Fully Operational	Desk	工作台		MCTSZOF[illegible]	08.04.30-22	1	[illegible]
3	B	Other equipment	Fully Operational	Product line component	生产线配件		MCTSZOF[illegible]	08.05.31-16	1	[illegible]
3	B	Other equipment	Fully Operational	Cooling machine	冷水机		MCTSZOF[illegible]	08.05.31-17	1	[illegible]
3	B	Other equipment	Fully Operational	Oven	烤箱		MCTSZOF[illegible]	08.05.31-30	1	[illegible]
3	B	Office	Fully Operational	Desk	钢木主管台		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	钢木主管台		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	钢木主管台		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	钢木主管台		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	[illegible]MAX-73[illegible]		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	[illegible]		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	[illegible]		MCTSZOF[illegible]	08.08.27-32	1	[illegible]
3	B	Office	Fully Operational	Desk	[illegible]		MCTSZOF[illegible]	08.08.27-32	1	[illegible]

Attach 2.2.1 Other Equipment MCT

Attachment to the
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between MCT, QTI and SMARTRAC

Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Office	Fully Operational	Desk	[illegible]		MCTSZOF305	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	Cabinet	[illegible]		MCTSZOF306	06/06/27-32	1	[illegible]
3	B	Office	Fully Operational	Cabinet	[illegible]		MCTSZOF307	06/06/27-32	1	[illegible]
3	B	Other equipment	Fully Operational	Binding machine	[illegible]		MCTSZOF261R	06/06/28-34	1	
3	B	Office	Fully Operational	shelf	货架		MCTSZOF363R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF364R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF355R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF356R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF346R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF348R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF350R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF351R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF352R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF358R	06/07/20-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF359R	06/07/20-42	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible]	[illegible]		MCTSZOF454	06/09/30-42	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF470	06/10/31-27	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF471	06/10/31-27	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF472	06/10/31-27	1	[illegible]
3	B	Office	Fully Operational	shelf	货架		MCTSZOF473	06/10/31-27	1	[illegible]
3	B	Office	Fully Operational	Desk	杉木中班台		MCTSZOF483	06/11/23-15	1	[illegible]
3	B	Office	Fully Operational	Desk	杉木中班台		MCTSZOF484	06/11/23-15	1	[illegible]
3	B	Other equipment	Fully Operational	Packing machine	[illegible]		MCTSZOF490	06/11/30-36	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible] instrument	[illegible]		MCTSZOF511	07/5/31-32	1	[illegible]
3	B	Other equipment	Fully Operational	Balance	[illegible]		MCTSZOF519	07/5/30-[illegible]	1	[illegible]
3	B	Other equipment	Fully Operational	Stove	[illegible]		MCTSZOF739	08/07/31-24	1	[illegible]
3	B	Other equipment	Fully Operational	Packing table	[illegible]		MCTSZOF740	08/08/31-[illegible]	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible]	[illegible]		MCTSZOF741	08/10/31-24	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible]	[illegible]		MCTSZOF228R	06/05/19-6	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible]	[illegible]		MCTSZOF229R	06/05/19-6	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible] machine	[illegible]烫金机		MCTSZOF241	06/05/31-28	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible] machine	[illegible]		MCTSZOF256	06/06/15-6	1	[illegible]
3	B	Other equipment	Fully Operational	Cutting machine	[illegible]		MCTSZOF257	[illegible]	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible] machine	烫金机		MCTSZOF248R	06/06/21-[illegible]	1	[illegible]
3	B	Other equipment	Fully Operational	[illegible] machine	烫金机		MCTSZOF[illegible]	06/06/21-20	1	[illegible]

Attachment to the
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between MCT, OTI and SMARTRAC

Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Other equipment	Fully Operational	Smoon machine	点滑機		MCTSZOF352R	98.06.21-20	1	1[illegible]
3	B	Other equipment	Fully Operational	Cleaner	洗浄機		MCTSZOF343R	98.06.23-34	1	1[illegible]
3	B	Other equipment	Fully Operational	Coating machine	塗装機		MCTSZOF216	98.09.28-35	1	1[illegible]
3	B	Other equipment	Fully Operational	Cutting machine	切断機械		MCTSZOF219	98.09.28-37	1	1[illegible]
3	B	Other equipment	Fully Operational	Hydraulic machine	油圧機		MCTSZOF357R	98.07.31-42	1	1[illegible]
3	B	Office	Fully Operational	Desk	事務机		MCTSZOF601R	98.12.31-36	1	1[illegible]
3	B	Office	Fully Operational	Desk	事務机		MCTSZOF602R	98.12.31-36	1	1[illegible]
3	B	Office	Fully Operational	Desk	事務机		MCTSZOF603R	98.12.31-36	1	1[illegible]
3	B	Other equipment	Fully Operational	Equipment	設備		MCTSZOF547	97.01.31-26	1	1[illegible]
3	B	Other equipment	Fully Operational	Equipment	設備		MCTSZOF612	97.03.31-28	1	1[illegible]
3	B	Other equipment	Fully Operational	Saw jaw	鋸顎		MCTSZOF731	97.12.31-28	1	1[illegible]
3	B	Other equipment	Fully Operational	Cover	保護器		MCTSZOF619	97.06.30-19	1	1[illegible]
3	B	Other equipment	Fully Operational	Cover	保護器		MCTSZOF620	97.06.30-19	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Hydraulic machine	油圧機		MCTSZOF621	97.06.30-20	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Hydraulic machine	油圧機		MCTSZOF622	97.06.30-22	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Hydraulic machine	油圧機		MCTSZOF623	97.06.30-23	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Cleaner	洗浄機		MCTSZOF624	97.06.30-24	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Nitrogen gas container	窒素ガス容器		MCTSZOF635	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Nitrogen gas container	窒素ガス容器		MCTSZOF636	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Nitrogen gas container	窒素ガス容器		MCTSZOF637	97.08.31-47	1	1[illegible]
3	B	Other equipment	Fully Operational	Cooling water tank	冷却水貯槽		MCTSZOF639	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF640	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF641	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF642	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF643	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF644	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF645	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF646	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF647	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF648	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF649	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Transformer	変圧器		MCTSZOF650	97.08.31-47	1	1[illegible]
3	B	Other equipment(OTC)	Fully Operational	Pressure air system	[illegible]		MCTSZOF652	97.08.31-47	1	1[illegible]
3	B	Office	Fully Operational	Desk	事務机		MCTSZOF654	97.07.31-38	1	1[illegible]
3	B	Office	Fully Operational	Desk	事務机		MCTSZOF655	97.07.31-38	1	1[illegible]

Attach. 2.2.1 Other Equipt. MCT

Attachment to the
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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Iden.No.	Qty.	
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF666	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF667	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF668	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF669	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF670	[illegible]	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF671	[illegible]	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF672	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF673	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF674	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF675	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF676	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF677	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF678	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF679	07.07.31.28	1	[illegible]
3	B	Office	Fully Operational	[illegible]	[illegible]		MCTS2OF680	07.07.31.28	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF681	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF682	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF683	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF684	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF685	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF686	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF687	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF688	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF689	07.08.30.44	1	[illegible]
3	B	Other equipment OTC	Fully Operational	[illegible]	[illegible]		MCTS2OF690	07.08.30.44	1	[illegible]

Attach 2.2.1 Other Equipment MCT

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Attachment 2.2.1
Other Equipment MCT

Group	Imp.	MCT Category	Machine status	NAME		STM Asset No.	MCT Asset No.	Ser. No/Ident.No.	Qty.	
3	B	Other equipment OTI	Fully Operational	shelf (store)	[illegible]		MCTSZOF[illegible]	07/09/30-44	1	[illegible]
3	B	Other equipment OTI	Fully Operational	shelf (store)	[illegible]		MCTSZOF[illegible]	07/09/30-44	1	[illegible]
3	B	Other equipment OTI	Fully Operational	shelf (store)	[illegible]		MCTSZOF[illegible]	07/09/30-44	1	[illegible]
3	B	Other equipment OTI	Fully Operational	desk	[illegible]		MCTSZOF704	07/09/30-44	1	[illegible]
3	B	Other equipment OTI	Fully Operational	desk	[illegible]		MCTSZOF705	07/09/30-44	1	[illegible]
3	B	Other equipment OTI	Fully Operational	Ultrasonic cleaning machine	[illegible]		MCTSZOF707	07/11/30-43	1	[illegible]
3	B	Office	Fully Operational	Desk	[illegible]		MCTSZOF708	07/11/30-43	1	[illegible]
3	B	Office	Fully Operational	Desk	[illegible]		MCTSZOF781	07/11/30-56	1	[illegible]
3	B	Office	Fully Operational	meeting chair	[illegible]		MCTSZOF732	07/12/31-55	1	[illegible]
3	B	Office	Fully Operational	meeting chair	[illegible]		MCTSZOF733	07/12/31-55	1	[illegible]
3	B	Office	Fully Operational	meeting chair	[illegible]		MCTSZOF734	07/12/31-55	1	[illegible]
3	B	Office	Fully Operational	chair	[illegible]		MCTSZOF735	07/12/31-55	[illegible]	[illegible]
3	B	Office	Fully Operational	desk	[illegible]		MCTSZOF736	07/12/31-55	[illegible]	[illegible]
3	B	Other equipment OTI	Fully Operational	Nitrogen cylinder	[illegible]		MCTSZOF[illegible]	07/12/31-55	1	[illegible]
3	B	Other equipment OTI	Fully Operational	nitrogenous carbon	[illegible]		MCTSZOF[illegible]	07/12/31-55	[illegible]	[illegible]
3	B	Other equipment OTI	Fully Operational	nitrogenous carbon	[illegible]		MCTSZOF[illegible]	07/12/31-55	[illegible]	[illegible]
3	B	Other equipment OTI	Fully Operational	vacuum pump	[illegible]		MCTSZOF[illegible]	08/01/31-14	1	[illegible]
3	B	Other equipment	Fully Operational	electrical machine	[illegible]	MCT[illegible]	MCTSZOF[illegible]	08/01/31-15	1	[illegible]
3	B	Other equipment OTI	Fully Operational	Spectrum multi[illegible]	[illegible]		MCTSZEL[illegible]	08/04/31-20	1	[illegible]
3	B	Other	Fully Operational	Hygrometer [illegible]	[illegible]		MCTSZOF[illegible]	08/08/28-37	1	[illegible]
3	B	All remaining items	Fully Operational	located at SZ [illegible]					[illegible]	[illegible]

Group	Map	Category	NCT Asset Identification	Manufacturer	Name	Type	Qty.	New Asset Identification / Hardware

[illegible]	[illegible]	Category	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Number

Attachment to the
Asset Purchase Agreement
between MCT, OTI and SMARTRAC

Attachment 3.2.1
Machinery MCT

Group	Imp.	Category	Machine status	Initial Name	STM Asset No.	MCT Asset No.	Type	Ser.No./Ident.No.	Qty
[illegible]	A	Technical [illegible]	Broken and will be fixed [illegible]	[illegible] Machine 3010	MCT-10170	MCTSZM[illegible]	OT-[illegible]	06.[illegible]-25	[illegible]
[illegible]	A	Machinery	Fully Operational	Welding Machine	MCT-10072	MCTSZM0011R	Bondura2000	06.[illegible]	[illegible]
[illegible]	B	Machinery	Fully Operational	Manual Milling Machine	MCT-10224	MCTSZM[illegible]	DCP	[illegible]	[illegible]
[illegible]	B	[illegible]	Fully Operational - [illegible]	[illegible] Machine	MCT-10296	MCTSZM[illegible]	ADM	06.03.31-25	[illegible]
[illegible]	A	Machinery	Fully Operational	Punching Machine	MCT-10330	MCTSZM[illegible]	Punchmax2000	06.03.31-25	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10160	MCTSZM[illegible]	[illegible]	06.03.31-25	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible]	MCT-10318	MCTSZM[illegible]	Bondapro2000	06.03.31-25	1
[illegible]	A	Machinery	Fully Operational	[illegible] machine	MCT-10319	MCTSZM[illegible]	Bondapro2000	06.03.31-25	1
[illegible]	A	Machinery	Fully Operational	[illegible] machine	MCT-10112	MCTSZM[illegible]	[illegible]	06.03.31-25	1
[illegible]	A	Machinery	Fully Operational	Wire [illegible] Machine	MCT-10038	MCTSZM[illegible]	WirePro	06.04.30-20	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10079	MCTSZM[illegible]	WirePro (Bonder)	06.04.30-20	[illegible]
[illegible]	A	Machinery	Fully Operational	Welding Machine	MCT-10075	MCTSZM[illegible]	Bondapro2000	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	Punching Machine	MCT-10002	MCTSZM[illegible]	Punchmax2000	06.04.30.22	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10111	MCTSZM[illegible]	[illegible]	[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] machine	MCT-10047	MCTSZM[illegible]	[illegible]	[illegible]	1
[illegible]	B	Machinery	[illegible]	[illegible] machine	[illegible]	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	B	[illegible]	Fully Operational	[illegible]	MCT-[illegible]	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	B	Machinery	Fully Operational	[illegible]	MCT-[illegible]	MCTSZM[illegible]		[illegible]	1
[illegible]	B	[illegible]	[illegible]	[illegible]	[illegible]	MCTSZM[illegible]		[illegible]	1
[illegible]	B	[illegible]	[illegible]	[illegible]	MCT-[illegible]	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	B	Machinery	Fully Operational	[illegible]	MCT-[illegible]	MCTSZM[illegible]		[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10080	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10161	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10164	MCTSZM[illegible]	[illegible]	[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10168	MCTSZM[illegible]	[illegible]	[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-10163	MCTSZM[illegible]	[illegible]	[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]		[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]		[illegible]	1
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]	WirePro	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]		[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	MCT-[illegible]	MCTSZM[illegible]	WirePro	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	1
[illegible]	B	Machinery	Fully Operational	[illegible] Machine	[illegible]	MCTSZM[illegible]	WirePro[illegible]	[illegible]	[illegible]

For and on behalf of
[illegible] TECHNOLOGY LIMITED
[illegible]

Authorized Signature(s)

Attachement to the
Asset Purchase Agreement
between MCT, OTI and SMARTRAC

Attachement 5.2.3
Machinery MCT

Group	Imp.	Category	Machine status	Initial Name	STN Asset No.	MCT Asset No.	Type	Ser.No./Ident.No.	Qty
[illegible]	A	Machinery	[illegible]	[illegible]	MCT-10253	[illegible]	[illegible]	[illegible]	1
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	SN1-45	[illegible]	[illegible]
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	SN1-45	[illegible]	[illegible]
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	B	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	1
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	A	Test tool and R&D equipment	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	A	Test tool and R&D equipment	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	A	Test tool and R&D equipment	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	A	Machinery	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	B	Machinery	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	B	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]				[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]				[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]				[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	Manual Guillotine	[illegible]				[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]
[illegible]	C	[illegible]	[illegible]	[illegible]	[illegible]				[illegible]

Attachment to the
Asset Purchase Agreement
between MCT, OTI and STM ATRIUM

Attachment 2.2.1
Machinery MCT

Group	Imp.	Category	Machine status	Initial Name	STM Asset No.	MCT Asset No.	Type	Ser.No./Agent.No.	Qty
1	C	Machinery	[illegible]	Press machine	MCT-10268	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Oven	MCT-10269	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Autoclave	MCT-10270	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Mixing machine	MCT-10271	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Cutting machine	MCT-10272	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Polish bench	MCT-10273				1
1	C	Technical and R&D equipment	[illegible]	Power equipment	MCT-10274				1
1	C	Technical and R&D equipment	[illegible]	Cutting table	MCT-10275	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Ball tension tester 3 units	no number				1
1	C	Technical and R&D equipment	[illegible]	Press and tensioner	MCT-10282				1
1	C	Technical and R&D equipment	[illegible]	Spot A	MCT-10283				1
1	C	Technical and R&D equipment	[illegible]	CPK + Wall Machine (Ultrasonic)	MCT-10284				1
1	C	Technical and R&D equipment	[illegible]	Manual Wind Puller	MCT-10285	[illegible]			1
1	C	Technical and R&D equipment	[illegible]	Spot B	MCT-10286				1
1	C	Technical and R&D equipment	[illegible]	Spot A	MCT-10287				1
1	C	Technical and R&D equipment	[illegible]	Freezer DC	MCT-10288				1
1	C	Technical and R&D equipment	[illegible]	Equipment ultrasonic machine	MCT-10289				1
1	C	Technical and R&D equipment	[illegible]	Equipment gear mixer	MCT-10290				1
1	C	Technical and R&D equipment	[illegible]	Screw mixer	MCT-10291				1
1	C	Technical and R&D equipment	[illegible]	Glue Spreading Machine	MCT-10292				1
1	C	Technical and R&D equipment	[illegible]	Spray m. with gear w.t.	MCT-10293	[illegible]			1

Attachement to the
Asset Purchase Agreement
between MCT, OTI and SMARTRAC

Attachment 2.2.1
Lead Frame

Group	Imp.	Category
[illegible]	[illegible]	[illegible]

For and on behalf of
COLUMBIA CHIPS TECHNOLOGY LIMITED
[illegible]

Attachment to the
Asset Purchase Agreement
between MCT, OTI and SMARTRAC

Attachement 2.2.1
Transportation Equipment MCT

MCT Group	Imp.	Class.	Machine status	MCT groups	Descr.	Name	Type	Ser.No./Ident.No.	Qty
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Truck [illegible]	[illegible]	[illegible]	[illegible]

Attachment 2.2.2 (i) and (ii) List of specific Intellectual Property Rights

APA Attachments Patents.pdf

Contract Attachments Trademarks

Country	Description	Type	Status		Patent No.	Application No.	Comments
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	

Country	Description	Type	Status	Patent No.	Application No.	Comments

Attachment to the
Asset Purchase Agreement
between OTI and SMARTRAC

Attachment 2.3
Trademarks

TRADEMARKS

HERA (Dual Interface Line)

Country	App. No.	Filed	Trademark No.	Class	Date of Grant	Next Renewal	Status/Next action
Israel	205540	12/11/2007	205540	07			Registered
Israel	205541	12/11/2007	205541	09			Registered
China	6379204	14/11/2007		07			In Examination
China	6379204	14/11/2007		09			In Examination
Community Trademark	8427991	21/11/2007		07, 09			Opposed, under settlement discussions
Republic of Korea	40-2007-68622	14/11/2007		07, 09			Refused by the examiner, appeal was not filed
Taiwan	96084638	19/11/2007		07, 09			In Examination
U. S. A	77/339,016	20/11/2007		07, 09			In Examination

MCT

Country	App. No.	Filed	Trademark No.	Class	Date of Grant	Next Renewal	Status/Next action
Hong Kong	30084[illegible]	28/08/2007	30[illegible]	07, 09, 42	4/3/2008	24/08/2017	In renewal

22.12.2009

Attachment to the
Asset Purchase Agreement
between OTI and SMARTRAC

Attachment 2.3
Trademarks

ZEUS (Passport Production Line)

Country	App. No.	Filed	Trademark No.	Class	Date of Grant	Next Renewal	Status/Next action
Israel	205542	12/11/2007	205542	07			Registered
Israel	205543	12/11/2007	205543	09			Registered
China	6379204	21/11/2007		07			In Examination
China	6379203	21/11/2007		09			In Examination
Community Trademark	008447817	19/11/2007	008447817	07, 09			Registered
Republic of Korea	40-2007-[illegible]	20/11/2007		07, 09			Allowed
Taiwan	96055403	20/11/2007		07, 09			In Examination
U.S.A.	77/933795	20/11/2007		07, 09			In Examination
Malaysia	07024613	13/12/2007		09			Published
Malaysia	07024614	13/12/2007		09			Published

Execution version

Attachment 2.2.3 Inventories

[an actual overview shall be provided at the Closing Date]

Attachment 2.2.5 Technical Books and Records

APA_attachment
2.2.5.doc

Please refer to CD-ROM attached to the Agreement

Execution version

Attachment 2.2.6 Assumed Agreements

The Assumption of the following agreements is subject to additional terms under this Agreement:

C:\Documents and Settings\final....

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is made by and between

[redacted]

and

Hereinafter referred to as [redacted] "Buyer";

ON TRACK INNOVATIONS Ltd (OTI), a company incorporated under the laws of ISRAEL at the Companies House of Z.H.R. Industrial Zone, Rosh Pina, Israel under the № 52-004258-2, represented by Mr Oded Bashan as Chief Executive Officer,

Hereinafter referred to as the "**Supplier**" or "**OTI**".

(collectively referred to as the "Parties" or individually to as the "Party").

Whereas the Parties agree to have their relationship [redacted] of the delivery by Supplier [redacted] for Dual card and Contactless card pursuant to [redacted] (the "**Purpose**") governed by [redacted] General Conditions of Purchase as attached hereto (Appendix 1);

Whereas at Supplier's request [redacted] has accepted, on a derogation basis, and in due consideration to the further possible volume and their contemplated business relationship, to supplement and modify certain of the provisions of the General Conditions of Purchase;

The Parties have agreed to the following:

Article 1 - MODIFICATIONS TO THE ARTICLE "ORDERS"

The Parties agree to delete the entire article 1 of the General Conditions of [illegible] and replace it by following:

"Sales shall be governed exclusively by the General Conditions of Purchase set out hereinafter and, where applicable, the special conditions set out on the order. Acceptance by the supplier of one of our orders automatically implies agreement to waive the supplier's right to require application of the provisions of its commercial paper and its own general conditions of sale or any other conditions of any kind.

An order shall be deemed accepted by the supplier provided that supplier sends to [redacted] a written Order Acknowledgement within three (3) working days, either by post, electronic data exchange, facsimile or email, in which supplier shall confirm the part number, the ordered quantity, price, delivery place and the delivery date. Once the Order Acknowledgement is issued by supplier, the Order cannot be cancelled or changed, subject to express mutually agreed or as provided under Article 5 hereof."

Article 2 - MODIFICATIONS TO THE ARTICLE "DELIVERY"

The Parties agree to delete the entire article 3 of the General Conditions of Purchase and to replace it with the following:

"The supplier shall follow the instructions which it receives regard ing the place of delivery.

The date set for delivery is indicated in the order and is imperative, subject to application of the special conditions agreed between the parties with regard to a 'just' order including a 'Kanban' to be confirmed on a regular basis.

[illegible]

Supplier may, at least fourteen (14) working days prior to the originally scheduled delivery date and if not [redacted] reschedule the delivery date and/or quantity of an Order, except that with respect to the originally scheduled date, such updated delivery date shall not occur after (1) [illegible] months if Modules are delivered by [redacted] one (1) month if Modules are purchased by supplier."

Article 3 - MODIFICATIONS TO THE ARTICLE "PRICES"

The Parties agree to delete the entire article 2 of the General Conditions of Purchase and to replace it with the following:

"Unless otherwise stated in the order, prices are declared DGH, CIF Location specified in the order, which shall be either [redacted] Incoterms 2000. Prices are definitive and fixed and they cannot be revised in the light of changing economic circumstances. Likewise, unless otherwise indicated, these prices include packaging on the goods as required for their protection during storage as well as the appropriate packing materials and items required for transportation in line with article 5 above.

Article 4 - MODIFICATIONS TO THE ARTICLE "SETTLEMENT OF INVOICES"

The Parties agree to delete the entire article 2 of the General Conditions of Purchase and to replace it with the following:

"Unless otherwise stated in the order, no advance payments will be made when orders are placed.

Unless otherwise agreed to in writing by both parties, invoices shall be settled by means of bills of exchange redeemable sixty (60) days after the issuance of the [illegible] invoice. This period shall be calculated on the basis of the actual delivery date, on the understanding that the amount paid takes account of any late delivery penalties as detailed in article 10 below.

It is however understood between the Parties that payment terms may be extended upon mutual agreement should the annual volume of the orders (taxes excluded). Late payment penalties shall be capped to three (3) times the legal interest rate applicable at the time payment is overdue."

Article 5 - MODIFICATIONS TO THE ARTICLE "DELAYS IN DELIVERIES, LATE DELIVERY PENALTIES"

The Parties agree to delete the entire article 10 of the General Conditions of Purchase and to replace it with the following:

"Any deliveries made after the contractual date (i.e. the date stipulated on the order or a subsequent date explicitly agreed to by ourselves) shall, after a five (5) calendar days grace period, lead to the supplier incurring late delivery penalties.

The amount of these penalties - which shall be established [redacted] credit note following upon receipt of an invoice describing same - shall correspond either to the losses and expenses incurred by us as a result of the supplier's failure to comply with its obligations, or to a percentage of the value of the late delivery. Unless otherwise stipulated, this percentage shall be 2% (two per cent) per week for the first two (2) weeks; it shall subsequently increase to 5% (five per cent) per week. These penalties shall however be capped at 10% (twenty per cent) of the value of the late delivery.

Any delay of over one (1) month may lead to the application of the article 13 below."

Article 6 - MODIFICATION TO THE ARTICLE "WARRANTY"

The Parties agree to modify the article 8 of the General Conditions of Purchase by adding thereto the new following sub-sections:

[redacted]

IP Indemnification clause

In witness whereof, the General Conditions of Purchase as modified hereby shall remain in full force and effect and the Agreement shall enter into force for a period of three (3) years starting from the latest date of the signature of the Agreement, which shall form the entire and sole agreement between the Parties with respect to the Purpose.

[redacted]

DS TRACK INNOVATIONS (PTE)

Date

Signature [redacted]

Date

DS TRACK INNOVATIONS LTD

Signature

APPENDIX I

[redacted] GENERAL CONDITIONS OF PURCHASE

ARTICLE 1 - GOODS

ARTICLE 2 - COMPLIANCE WITH INTERNAL RULES

- [illegible]
- [illegible]
- [illegible]

[redacted]

ARTICLE 3 - [illegible]

ARTICLE 4 - INSPECTION

ARTICLE 5 - GUARANTEE

ARTICLE 6 - TRANSFER OF OWNERSHIP, TRANSFER OF RISKS

ARTICLE 7 - PRICES

ARTICLE 8 - INVOICING

[redacted]

ARTICLE 9 - DELIVERY

ARTICLE 10 - DELAYS IN DELIVERIES, LATE DELIVERY PENALTIES

ARTICLE 11 - [illegible]

DS TRACK

[illegible]

ARTICLE 12 - CONFIDENTIALITY

[illegible]

ARTICLE 13 - TERMINATION FOR FAULT OF THE SUPPLIER

[illegible]

ARTICLE 14 - SETTLEMENT OF DISPUTES

[illegible]

Attachment 5.1 **List of Machine Sale Agreements**

A. Gemalto – 4 punching machines (2 in 3/2008 and 2 in 12/2008).

B. Gemalto – 3 milling machines (1 in 3/2008 and 2 in 12/2008).

C. Syscom – 5 SIM lines machines (9/2007).

D. Gemalto – 2 milling machines (end of 9/2009)

Attachment 6.10 Machinery and manufacturing equipment sold during the Period

List of machine sold since Jul...

List of machine sold since July, 2009

Item	Name	Model	Qty.	Customer	Delivery Date
1	Milling machine	AICP5090-1	2pcs	Shanghai GNH	Oct. 2009

Attachment 7.1 Shut-Down Concept

Shutdown Concept
v2 2.doc

Attachment 7.6 List of "A-Assets"

Please refer to Attachment 2.2.1

Signature version

Attachment 7.7 Asset Status List

Please refer to Attachment 2.2.1

For and on behalf of
VALLEYDATA CARUS TECHNOLOGY LIMITED

Signature

Name

Position

Date

Execution version

Attachment 7.8 **List of assets according to Group 1 - 3**

Please refer to Attachment 2.2.1

For and on behalf of
VALENTINE CARDS PROPERTY LIMITED

SCHEDULE C

Company No: 200704746G

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that SMARTRAC TRADING PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 22/03/2007 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 26/03/2007.

NURHAYATI NONGCHIK
ASST REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

REGISTRAR OF COMPANIES & BUSINESSES
ACRA
ACCOUNTING & CORPORATE REGULATORY AUTHORITY
SINGAPORE