

MANAGEMENT AGREEMENT

This Agreement ("Agreement") dated Nov. 12, 1999 is entered into by and between Akai Holdings Limited, on behalf of itself and its subsidiaries and affiliates ("Akai") and The Grande Group Ltd. ("Grande").

Whereas, Akai and Grande wish to confirm their mutual understandings pursuant to which Grande has been managing, and will continue to manage, the business of Akai, its subsidiaries and affiliates, all on the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the mutual promises and agreements herein set forth, the parties hereto agree as follows:

1. CERTAIN DEFINITIONS.

- (a) The term "Consideration" as used in this Agreement means the Consideration payable to Grande by Akai in the manner and in the amounts as set forth in Exhibit A hereto.
- (b) The term "Business of Akai" as used in this Agreement means all business activities of Akai, including without limitation all financial, operational, legal, corporate, administrative and other matters involving Akai.

2. MANAGEMENT AUTHORITY. In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Akai has transferred to Grande all authority to manage the Business of Akai. It is intended that this Agreement will evidence that Grande is authorized to perform all actions, execute all documents, and otherwise conduct the Business of Akai in such a manner as Grande shall consider appropriate, in the sole discretion of Grande, including, without limitation, (i) managing all financial matters of Akai, (ii) managing all legal matters involving Akai, including defending all litigation to which Akai is a party, or bringing lawsuits on behalf of Akai against third parties, retaining outside counsel and consultants to represent Akai in litigation proceedings for or against Akai and filing all documents and taking all action in such proceedings on behalf of Akai, (iii) executing and filing on behalf of Akai claims Akai has against third parties, (iv) causing Grande employees to be responsible for the financial, accounting, operational, legal, corporate, administrative or other matters involving Akai, and (v) generally conducting all aspects of the Business of Akai in such a manner as Grande shall consider appropriate.

3. RATIFICATION. Akai approves, ratifies and confirms all actions taken by Grande on behalf of Akai prior to the date of execution of this Agreement, including without limitation, the management and administration of all legal proceedings by employees

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of Grande or by outside counsel or consultants retained by employees of Grande on behalf of Akai, and execution and filing of Proofs of Claims on behalf of Akai in the bankruptcy proceedings of The Singer Company N.V. and its affiliates and the bankruptcy proceedings of Graeme Limited, Semi-Tech Corporation and ISTM Investment (Barbados) Inc.

4. ~~TERM~~ This Agreement may terminated at any time by either party by providing ⁶⁰ ~~30~~ days written notice to the other party hereto in accordance with Section 5 of this Agreement.

5. NOTICES. Any notices or other communications required or permitted under this Agreement will be in writing. They will be deemed given when (a) delivered personally, (b) delivered by commercial overnight courier with written verification of receipt, or (c) delivered by registered or certified mail, return receipt requested postage prepaid, or (d) sent by facsimile with an original copy of the facsimile dispatched by the methods stated in (a), (b) or (c) above. All communications will be sent to the receiving party's address at the addresses set forth below, or to such other address that the receiving party may have provided for purpose of notice by notice as provided in this Section. For purposes of this Agreement, the addresses of the parties, until a notice of change is given as provided in this Section 6, will be as follows:

For Akai: Akai Holdings Limited

Attn: _____

For Grande: The Grande Group Ltd.

Attn: _____

6. NON-ASSIGNMENT. This Agreement is personal. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights of either party under this Agreement may be assigned, transferred or conveyed, by operation of law or otherwise, without the prior written consent of the other party, and any assignment or attempted assignment shall be null and void. This Agreement and any rights of any party hereunder shall not inure to the benefit of any trustee in bankruptcy, receiver, creditor, trustee, or successor of either party's business or its property, whether by operation of law or otherwise, or to a purchaser or successor of the entire business or substantially all of the assets of such party. Notwithstanding the foregoing, either party may assign this Agreement to a direct or indirect subsidiary, provided that any such assignment shall not relieve the assigning party of its obligations hereunder.

- 7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with Singapore law.
- 8. ENTIRE AGREEMENT. This Agreement supersedes and cancels any and all other prior agreements between the parties hereto, express or implied, with respect to the matters contained herein. This Agreement sets forth the entire agreement between the parties hereto. It may not be changed, altered, amended, supplemented or modified except in writing signed by both parties hereto.
- 9. NON-WAIVER. The failure or refusal by either party either to insist upon the strict performance of any provision of the Agreement or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failure or refusal be deemed a custom or practice contrary to such provision or right.
- 10. SEVERABILITY. If any provision of this Agreement shall be or becomes legally void or unenforceable for any reason whatsoever, such invalidity and unenforceability shall not impair the validity or enforceability of the other provisions hereof.
- 11. FORCE MAJUERE. Neither party shall be liable for any loss or damage of any kind resulting from delay in the performance of any obligation hereunder, caused directly or indirectly by acts of God or the public enemy, riots, accident, strikes or differences with labor, labor shortage, inability to obtain material or equipment or transportation or fuel explosions, epidemics, quarantine, restrictions, unusually severe weather, compliance with or the operation of any applicable governmental legislation, regulation, directive or order of any government, or political subdivision thereof, judgments or order of any court of competent jurisdiction, order of rulings of any board, agency, commission, officer or other competent governmental authority or other political subdivision thereof, or any other thing beyond such party's control.

In Witness Whereof, the parties have signed this Agreement as of the day and year first above writtca.

AKAI HOLDINGS LIMITED

By: _____
 Name: Christina
 Title: _____

THE GRANDE GROUP LTD

By: _____
 Name: _____
 Title: _____

EXHIBIT "A"

Consideration

In consideration for the management services to be performed by Grande under this Agreement, Akai shall pay Grande as follows:

To be billed on a monthly basis. Any queries must be raised within 15 days, failing which the bills are deemed accepted.

Handwritten signature and initials in blue ink, appearing to be 'J. H.' with a flourish above it.