

11. DIRECTORS' REPORT

(Prepared for inclusion in the Prospectus)



CONNECT COUNTY

HOLDINGS BERHAD (618933-D)
(Formerly Known As BETTER SPAN SDN. BHD.)
Lot 2-29, Jalan TTC 8, Taman Teknologi Cheng,
75250 Melaka, Malaysia.
Tel: 606-336 4648/336 4649 Fax: 606-336 4650
Website: <http://www.rapidconn.com>

Date: **27 SEP 2005**

The Shareholders of
ConnectCounty Holdings Berhad ("CCHB")
Suite 5.3A, Level 5, Menara Pelangi,
No2, Jalan Kuning, Taman Pelangi
80400 Johor Bahru, Malaysia

Dear Sir/Madam,

On behalf of the Board of Directors, I wish to report after due enquiry that between the period from 31 March 2005 (being the date to which the last audited accounts of the Company and its subsidiaries ("Group") has been made up) to **27 SEP 2005** being a date not earlier than 14 days before the issuance of this Prospectus), that: -

- (a) the business of the Group has, in the opinion of the Directors, been satisfactorily maintained;
- (b) in the opinion of the Directors, no circumstances have arisen since to the last audited accounts of the Group which have adversely affected the trading or the value of the assets of the Group;
- (c) the current assets of the Group appear in the books at values which are believed to be realisable in the ordinary course of business;
- (d) no contingent liabilities have arisen by reason of any guarantees or indemnities given by the Company or any of its subsidiary or associated companies; and
- (e) in the opinion of the Directors, they are not aware of since the last audited accounts of the Group where, any default or any known event that could give rise to a default situation, in respect of payments of either interest and/or principal sums in relation to any borrowings; and
- (f) save as disclosed in the Proforma Consolidated Balance Sheets in Section 9.7 and the Accountants' Report in Section 10 of this Prospectus, there have been no material changes in the published reserves or any unusual factors affecting the profits of the Group since the last audited accounts of the Group.

Yours faithfully,
For and on behalf of the Board of Directors
CONNECTCOUNTY HOLDINGS BERHAD

ANG CHUANG JUAY
Group Managing Director

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT

(Prepared for inclusion in this prospectus)



PERFORMANCE AND FORECAST OF THE WORLD CONNECTOR INDUSTRY

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27 SEP 2005

EXECUTIVE SUMMARY

The Connector Industry

What's a Connector?

Electronic connectors are small electro-mechanical devices that connect signal pathways in electronic equipment, allowing an electrical impulse to move from one place to another. A signal pathway could be a cable, a printed circuit board or a flexible circuit. Connectors attach to these pathways enabling the signal to move from place to place. For example, a computer keyboard sends a signal to the semi-conductor inside the computer. Connectors are located in the keyboard and inside the computer, and the signal travels through a cable. When a signal is sent from the computer to a printer, connectors enable the signal to leave the computer, travel through a cable and enter the printer.

Any time an electronic signal must travel from place to place, inside or outside of the equipment, a connector is required. Therefore, connectors are required in all electronic equipment.

Connectors are found in computers, printers, automobiles, trucks, airplanes, medical equipment, DVD players, televisions, etc. etc. The equipment types that require connectors make a very long list.

Additionally, there are thousands of different types of connectors. They are different in size and shape, and vary significantly in technical sophistication. Some are highly engineered, state-of-the-art devices that require expert engineering and manufacturing. Others are low-tech and require less technical expertise. Generally, more engineering content means higher prices and better profit margins.

Market Size & Profitability

Approximately \$33.0 billion of connectors are sold worldwide annually. The industry has averaged 5% annual sales growth and 6% net income over the past twenty years. The industry's profitability is better than many other industries such as: computer, automobile, semi-conductors, aircraft, distribution, contract manufacturing. Only a few industries achieve a higher average net income. Examples are medical electronics, computer software, and pharmaceuticals.

A handwritten signature in black ink that reads "Ronald E. Bishop". The signature is written in a cursive, flowing style.

Bishop & Associates, Inc.

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**Leading Manufacturers**

There are over 1,200 connector manufacturers worldwide. However, the top ten companies account for 53% of world sales. There are four U.S. companies in the top ten (Tyco, Molex, Delphi, Amphenol). There are three Japanese companies in the top ten (Yazaki, JST, JAE, Hirose). FCI is the one European company in the top ten, and Foxconn is from the Asia Pacific region.

Generally, the large global connector manufacturers have an advantage over medium and small companies. However, our research has shown that small, niche oriented companies, can successfully grow their business and be very profitable.

A Global Industry

Connectors are manufactured and consumed in all regions of the world. The following table segments connector sales by region.

2004 Sales by Region

Region	2004	Percent Total
North America	\$9,087.6	27.2%
Europe	\$8,680.3	26.0%
Japan	\$5,802.6	17.4%
China	\$4,118.5	12.3%
Asia-Pacific	\$3,859.3	11.5%
ROW	\$1,870.6	5.6%
Total	\$33,418.9	100.0%

\$ Millions

Asia, particularly China, is now the fastest growing area of the world. Connector manufacturers are moving manufacturing into China to achieve lower manufacturing costs.

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**Connector Markets**

The computer and peripherals market purchased \$8.1 billion of connectors in 2004. The automotive market used \$8.5 billion. Connector sales by equipment sector are shown below.

2004 Connector Sales by Equipment Sector

Equipment Sector	2004	Percent Total
Computers & Peripherals	\$8,105.7	24.3%
Business/Office Equipment	\$417.7	1.2%
Instrumentation	\$695.4	2.1%
Medical Equipment	\$820.1	2.5%
Industrial	\$3,889.9	11.6%
Automotive	\$8,537.6	25.5%
Transportation (non-auto)	\$1,446.3	4.3%
Military/Aerospace	\$2,329.2	7.0%
Telecom/Datacom	\$4,070.1	12.2%
Consumer	\$1,522.8	4.6%
Other	\$1,584.1	4.7%
Total	\$33,418.9	100.0%

\$ Millions

Sales Channels

Connectors are sold direct to OEMs (original equipment manufacturers), to CEMs (contract electronic manufacturers) and through electronic distributors.

The trend is for a larger percentage of connector sales to CEMs. The following shows this trend very clearly.

Connector Sales by Channel

Channel	Year	
	1994	2004
Direct	55%	45%
Distribution	25%	25%
CEM	20%	30%
Total	100%	100%

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**Major Trends**

The most significant industry trends are:

- ♦ Manufacturing is moving to China.
- ♦ OEMs are outsourcing manufacturing to CEMs.
- ♦ OEMs drive for lower component prices, forcing manufacturers to low cost labor areas and more efficient manufacturing plants.
- ♦ The drive is for smaller, higher-density, higher speeds, lower cost connectors.

Outlook

We cannot identify any structural change in the electronics world that would have a negative influence on the demand for connectors. Conversely, it is possible that the industry average of 5% sales growth will be exceeded over the next decade for two fundamental reasons. First, the growing economies of China and Eastern Europe are increasing the average income of the population and creating more consumers of electronic products. Second, electronic equipment life cycles are much shorter than in the past, meaning new technology obsoletes existing products, creating a steady flow of new electronic products that require electronic connectors.

Forecast

Our five-year connector forecast is shown in the following table:

Five-Year Connector Forecast by Region

Region of the World	2004	2009E	2004/2009
			CAGR
North America	\$9,087.6	\$11,470.1	4.8%
Europe	\$8,680.3	\$11,302.9	5.4%
Japan	\$5,802.6	\$7,443.2	5.1%
China	\$4,118.5	\$7,957.6	14.1%
Asia-Pacific	\$3,859.3	\$5,020.7	5.4%
ROW	\$1,870.6	\$2,830.3	8.6%
Total World	\$33,418.9	\$46,024.8	6.6%

\$ Millions

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**Serial ATA**

Serial ATA is the personal computer (PC) Industry's latest technology for the connection of the disk drives to the PC motherboard. This new technology has the support of Intel and the disk drive manufacturers and has already begun to incorporate SATA in PC's. Intel is building the necessary chipsets to ensure its success in PCs originally expected to have all disk drives, including optical drives interfaced with SATA by 2005. This has not occurred as quickly as originally planned but it should occur by the middle of 2006. This will result in a SATA connector / cable assembly market of over a \$300 million dollars in just a couple of years.

Background

ATA (Advanced Technology Attachment or AT Attachment) draws its name from the IBM PC/AT, which was the state of the art PC architecture of its time. It has been the standard for the PC industry for more than 10 years (although the standard was not officially released in 1994). The signals are carried in wide, parallel data paths. There have been upgrades along the way and the performance of ATA is now at 133MB/sec. While this is adequate for today, its future is limited.

The computer industry recognized the need to develop a higher speed connection between the disk drives and the PC motherboard. To address the need, the Serial ATA working group was formed. It includes APT Technologies Inc, Dell Computer Corporation, International Business Machines, Intel Corporation, Maxtor Corporation, Quantum Corporation, and Seagate Technology. These leaders in the Disk Drive and PC hardware arena chose a high speed serial link to provide a solution that not only meets today's need for high speed data transfer, but provides the ability for even higher speeds in the future.

The Serial ATA specification established a transfer medium that could handle data rates of 1.5Gbits per second, with a capability to twice double that (as the need arose) up to an eventual 6Gbits per sec. It was determined that the selected serial data path would be employed, yielding several benefits. These included:

- Less obstruction of cooling air flow.
- Higher transfer rates
- Lower signaling voltage
- Reduced pin count

The real estate intensive, wide, parallel data paths and 40 pin connectors of ATA will give way to narrow data paths and 7 pin connectors. SATA will allow for significant performance increases that would have been extremely difficult with ATA as cross talk and clock/timing issues begin to multiply with frequency and lower chip voltages make the 5V requirement of parallel ATA harder to support.

While performance is an issue so are the ribbon cables used to carry the parallel ATA signals. The physical reality of the wide ribbon cables is that they block airflow. Almost as important as the prospect of higher performance is the prospect of less restriction of airflow in the chassis: especially important as higher performance processors and chipsets generate more heat. Higher speed and cooler performance, as well as intel chipset support, guarantee SATA acceptance and success.

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**Technology Description**

Initially, SATA drives will just be ATA drives with an additional chip to accomplish the parallel to serial conversions, but new drives will have native SATA circuitry to maintain price parity with existing ATA disk drives for the PC. The goal was to have all drives with SATA connectivity by 2005. That reality has been a little slower coming, but should be realized in early 2006.

The signals are carried along differential paths, one pair in each direction. In the connector, the differential pairs are separated by ground pins to minimize crosstalk.

SATA offers the following:

- Reduced voltage requirements (500mv peak to peak)
- Lower pin count and thin cables (increased air flow and less motherboard real estate for data paths.
- One meter cable length
- Improved robustness

The performance of SATA is specified at 1.5Gbits/sec, which translates into about 150Mbytes/sec: representing only a marginal boost over the existing Ultra ATA running at 133Mbytes/sec. The SATA rate will double with SATA II to 3Gbits/sec with plans to ultimately go to 6Gbits/sec. SATA uses the same software drivers as ATA eliminating the need for changes to the operating system. Intel chipsets are available to interface the SATA drives to the processor. The 915 and 925 series chipsets each provide 4 channels of 1.5 Gbps SATA support and an ATA 100 channel. The latest 945 and 955 chipsets come with 4 channels of 3.0 Gbps SATA and 1 parallel ATA port.

Connector Implications

As earlier stated, the signal connector is a 7 pin, blade on beam technology connector. The mating cable can be as long as 1 meter, twice as long as ATA. This allows the OEM more flexibility in the layout of the motherboard. SATA also specifies a "combo connector" which attaches to the disk device. It is made up of two sections, one mates to the 7 pin serial data connector, while the second mates to a 15 pin power connector. Two cables provide connection from the drive to the motherboard.

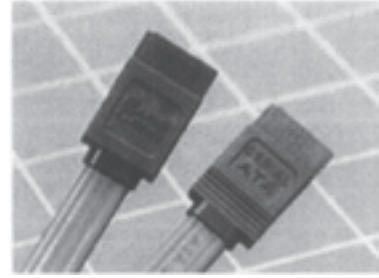
SATA drive systems have already begun to replace ATA drive systems; and along with that come the replacement of ATA connectors and ribbon cables with SATA connector and cables. The transition will be quick, as Intel has already begun to supply chipsets with SATA native support. The seven pin blade on beam signal connector is sourced by numerous companies including Molex, FCI, Foxconn, RapidConn, Aska, Comax, and others. The SATA connector supplier list continues to grow as the technology gains traction.

There are many different mounting options such as SMT or through hole. In addition, there will be vertical and right angle versions as well as reversed versions. Backplane and docking connectors will be available for direct attach of disk drives in Laptops and storage systems when required.

A very thin cable terminated with the signal plug mates with the signal connector. This cable assembly provides one of the biggest advantages of SATA over the parallel ATA: that being that it does not block the airflow through the chassis.

12. EXECUTIVE SUMMARY OF THE INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**Conclusions And Market Outlook**

Initially, the application of SATA will be in the PC space; however the move to SATA will be across the board to all systems that presently use ATA drives. In the PC, the initial offerings in 2003 and 2004 had two SATA connectors for hard drive interconnect. This has been followed by two more SATA ports for the ATAPI (optical) drives. This application alone will generate a need for almost a half billion connectors per year. The adoption and application of Serial ATA technology creates a large market opportunity for component manufacturers in electronic equipment markets such as PCs, servers, workstations, game consoles, set top boxes, etc., as well as storage systems, and storage back up systems.

**SATA Cable Connector**

The market for SATA was originally forecast at \$339 Million Dollars in 2004, however the market was slow to develop in terms of applications, and the actual market was less than \$200 million. As a result, there was a surplus of parts, both connectors and cables. The original target cost for cable assemblies was expected to be less than a dollar and then falling to less than half that over the next couple of years. Price erosion (historically present in the PC industry) has already begun to seriously affect the market, with some cables being offered at \$0.25. The ability of those cables to operate at the next increment of speed has been questioned, but improvements in the cable at a reduced cost are making that less of an issue. New applications in the consumer and enterprise storage arenas should help to offset unit prices and keep the market at approximately \$300 million dollars through 2008.

13. BY-LAWS OF THE ESOS**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In these By-laws, unless otherwise specified, the following definitions shall, where the context so admits be deemed to have the following meanings:

Articles	:	Articles of Association of the Company
Board	:	The Board of Directors of CCHB
By-law(s)	:	The term(s) and condition(s) of the Scheme
CCHB or Company	:	Connectcounty Holdings Berhad (618933-D)
CCHB Group	:	CCHB and its subsidiaries as defined in Section 5 of the Companies Act, 1965 save for those subsidiaries that are dormant.
CCHB Share(s)	:	Ordinary shares of RM0.10 each in CCHB
CDS	:	Central Depository System
CDS Account	:	An account established by the Bursa Malaysia Depository Sdn Bhd (165570-W) for the recording of dealing in securities by a depositor
Committee	:	A duly authorised committee as appointed by the Board to administer the Scheme
Date of Offer	:	The date on which an Offer is made by the Company to any Eligible Employee to participate in the Scheme
Eligible Employee	:	An employee or Executive Director who satisfies the requirements specified in By-law 3.1 hereof
ESOS	:	Employee share option scheme
Executive Director	:	A director of CCHB and/or its subsidiaries who is on the payroll and who is involved in the day-to-day management of a company within the CCHB Group
Grantee	:	An Eligible Employee who has accepted the Offer in accordance with the terms of the Scheme
Initial Grant	:	The grant of up to 18,000,000 Options to the executive directors and eligible employees of the Group on the date of the listing of the Company on the MESDAQ market of Bursa Securities.
Bursa Securities	:	Bursa Malaysia Securities Berhad (30632-P)
Market Day	:	Any day from Monday to Friday (both day inclusive) which is a trading day on Bursa Securities

13. BY-LAWS OF THE ESOS (Cont'd)

Maximum Allotment	Allowable	:	The maximum number of new CCHB Shares that can be offered to an Eligible Employee falling within a particular category of Eligible Employee as stipulated in By-law 4 hereof
Offer		:	An offer made in writing by the Company to an Eligible Employee in the manner indicated in By-law 5
Option(s)		:	The right of a Grantee to subscribe for new CCHB Shares pursuant to the contract constituted by the acceptance of an Offer in the manner indicated in By-law 6 hereof
Option Period		:	The period commencing on the Date of Offer and expiring on a date which the Committee may in its discretion decide provided that no Option Period shall extend beyond the duration or tenure of the Scheme as refer to in By-law 19 hereof
Subscription Price		:	The price at which the Grantee shall be entitled to subscribe for the new CCHB Shares by exercising his Option as determined in accordance with By-law 8
RM and sen		:	Ringgit Malaysia and sen respectively
SC		:	Securities Commission
Scheme		:	The ESOS for the grant of Options to Eligible Employees to subscribe for new CCHB Shares in accordance with the terms as set out herein and such scheme to be known as the "CCHB Group Employee Share Option Scheme"

1.2 In these By-laws:

- (i) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and any listing requirements, policies and/or guidelines of Bursa Securities and/or SC respectively (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by Bursa Securities and/or SC);
- (ii) any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of these By-laws so far as such modification or re-enactment applies or is capable of applying to any Options offered and accepted prior to the expiry of the Scheme;
- (iii) words denoting the singular shall include the plural and references to gender shall include both genders and the neuter;
- (iv) any liberty or power which may be exercised or any determination which may be made hereunder by the Committee may be exercised at the Committee's discretion;

13. BY-LAWS OF THE ESOS (Cont'd)

- (v) the heading in these By-laws are for convenience only and shall not be taken into account in the interpretation of these By-laws; and
- (vi) if an event occurs on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day.

2. MAXIMUM NUMBER OF NEW CCHB SHARES AVAILABLE UNDER THE SCHEME

2.1 Subject to By-law 2.2, the total number of new CCHB Shares comprised in the Options to be offered under the Scheme shall not exceed twelve per cent (12%) of the total issued and paid-up capital (*or such other higher quantum as may be recommended by the Board and permitted by the relevant regulatory authorities, from time to time*) comprising ordinary shares of the Company at any one time during the existence of the Scheme, and further, the following shall be complied with:-

- (i) the aggregate allocation to directors and senior management must not exceed 50% of the total number of shares to be issued under the Scheme; and
- (ii) the allocation to a director or employee who, either singly or collectively through persons connected with the director or employee, holds 20% or more of the issued and paid-up capital of the Company, must not exceed 10% of the total number of shares to be issued under the Scheme.

2.2 Notwithstanding the provision of By-law 2.1 above or any other provisions contained herein, in the event the maximum number of new CCHB Shares comprised in the Options granted under the Scheme exceeds the aggregate of Twelve per cent (12%) of the issued and paid-up capital of CCHB as a result of CCHB:

- (i) undertakes any corporate proposal or purchasing its own shares ("Share Buy-back"), whereby the shares so purchased in treasury will not be taken into account in calculating the number of its issued and paid-up capital; or
- (ii) cancelling any CCHB Shares purchased by CCHB or reducing its share capital and thereby diminishing its issued and paid-up capital;

then such Options granted prior to the adjustment of the issued and paid-up capital of CCHB shall remain valid and exercisable in accordance with the provisions of this Scheme. However there shall be no granting of additional Options at any point in time after the Share Buy-back, unless the number of Options that have been granted under the Scheme falls below Twelve (12%) of the issued and paid-up capital of the Company.

2.3 CCHB will, for the duration of the Scheme, keep available sufficient unissued new CCHB Shares to satisfy all outstanding Options in accordance with the provisions of this Scheme.

3. ELIGIBILITY

3.1 Any employee (including Executive Directors) of the CCHB Group shall be eligible to participate in the Scheme if as at the Offer Date, the employee:

- (i) has attained the age of eighteen (18) years;
- (ii) is a confirmed employee of a company that is within the CCHB Group;
- (iii) is employed full time by and on the payroll of a company within the CCHB Group (other than a company which is dormant);
- (iv) is under such categories and of such criteria that the Committee may from time to time decide.

13. BY-LAWS OF THE ESOS (Cont'd)

In the case of Executive Directors of CCHB, their specific entitlement under the Scheme shall be approved by the shareholders of the Company in general meeting.

- 3.2 Any Eligible Employee who holds a position as director on more than one (1) board of directors within the CCHB Group and/or holds one (1) or more position within the CCHB Group and is by reason thereof eligible for allocation of new CCHB Shares in respect of more than one (1) capacity, shall only be entitled to the Maximum Allowable Allotment of an Eligible Employee of only one (1) category. The Committee shall be entitled at its discretion to determine the applicable category.
- 3.3 Executive Directors who represent the Government or Government institutions/agencies and Government employees who are serving in the public service scheme as defined under Article 132 of the Federal Constitution are not eligible to be granted Options under the Scheme.
- 3.4 Eligibility, however, does not confer on an Eligible Employee a claim or right to participate in the Scheme unless an offer has been made in writing by the Company to the Eligible Employee under By-law 5.

4. BASIS OF ALLOTMENT AND MAXIMUM ALLOWABLE ALLOTMENT

- 4.1 Subject to any adjustments which may be made under By-law 15, the aggregate maximum number of CCHB Shares that may be offered and allotted to any Eligible Employee who is entitled to participate in the Scheme shall be determined at the discretion of the Committee after taking into consideration, amongst other factors, the position, performance, seniority and the length of service of the Eligible Employee in the CCHB Group or such other matters which the Committee may in its sole and absolute discretion deem fit.
- 4.2 In the event that an Eligible Employee is promoted, such promoted Eligible Employee may be eligible for consideration for additional new CCHB Shares to be decided by the Committee at its discretion subject to the following:
 - (i) that the additional offer shall be from the balance of new CCHB Shares available under the Scheme; and
 - (ii) the Committee has the discretion not to make further additional offer in the event that the balance of the new CCHB Shares available is inadequate to make a meaningful additional allotment.
- 4.3 An Eligible Employee who is demoted to a lower grade for whatsoever reason shall only be entitled to the allocation of that lower grade unless an Offer has been made and accepted by him before such demotion and where he has accepted an Offer which exceeds his Maximum Allowable Allotment under that lower grade, he shall not be entitled to any further allocation for that lower grade.
- 4.4 A set of criteria for eligibility and allocation shall be clearly specified and all Eligible Employees shall be made aware of it through notification in writing. The Company shall engage a firm of chartered accountants to verify the allocation of CCHB Shares to Eligible Employees as part of its annual audit exercise and this shall be disclosed in the annual report of CCHB.

13. BY-LAWS OF THE ESOS (Cont'd)

5. OFFER

- 5.1 Upon implementation of the Scheme, the Committee shall, within the duration of the Scheme as specified in By-law 19 hereof, make Offers to any Eligible Employee (based on the criteria of allocation as set out in By-law 4 herein) whom the Committee may in its sole and absolute discretion select to subscribe for new CCHB Shares.
- 5.2 The actual number of new CCHB Shares which may be offered to an Eligible Employee shall be at the discretion of the Committee and shall not be less than one hundred (100) CCHB Shares nor exceed the Maximum Allowable Allotment and shall always be in multiples of one hundred (100) CCHB Shares or such multiples as the Committee may decide.
- 5.3 No Options will be granted to any Executive Director of the Company unless specific grant of Options to that Executive Director shall have previously been approved by the shareholders of the Company in a general meeting.
- 5.4 Nothing herein shall prevent the Company from making more than one (1) Offer to each Eligible Employee provided that the total number of new CCHB Shares to be offered to each Eligible Employee (inclusive of new CCHB Shares offered under previous offers, if any) shall not in aggregate exceed the Maximum Allowable Allotment as set out in By-law 4 hereof.
- 5.5 Each Offer shall be made in writing and shall state inter-alia, the number of new CCHB Shares granted, the Subscription Price and the Option Period, the closing date for acceptance of the Offer and the manner of exercise of the Options.

6. ACCEPTANCE OF OFFER

- 6.1 The Offer to participate in the Scheme shall be valid for a period of fourteen (14) days from the Date of Offer or such longer period as may be determined by the Committee. Subject to By-law 6.2 below, the acceptance of an Offer shall be made by way of a written notice from the Eligible Employee to the Company in the form prescribed by the Committee. The date of receipt by the Committee of such written notice shall constitute the date of acceptance.
- 6.2 In the event that the Eligible Employee fails to accept the Offer and pay the acceptance consideration as set out in By-law 6.3 hereof within the prescribed period and in the manner in By-law 6.1 hereof, the Offer shall be deemed rejected by the Eligible Employee and deemed to have lapsed.
- 6.3 Upon acceptance, the Eligible Employee shall pay to the Company a sum of RM One (RM1.00) as non-refundable consideration for the Option.
- 6.4 Within thirty (30) days after the due acceptance of the Offer in accordance with the provisions of this By-law or such longer period as may be determined by the Committee, the Company shall issue to the Grantee an Option certificate in such form as may be determined by the Committee.
- 6.5 The Offer is personal to the Eligible Employee and is non-assignable and shall automatically lapse and be null and void in the event of the Eligible Employee dying or ceasing to be employed, for any reason whatsoever, with the CCHB Group prior to the acceptance of the Offer by the Eligible Employee.

13. BY-LAWS OF THE ESOS (Cont'd)

7. NON-ASSIGNABLE

The Option is personal to the Grantee and cannot be assigned, transferred or otherwise disposed of in any manner whatsoever, save as provided for in By-law 10 hereof.

8. SUBSCRIPTION PRICE

The Subscription Price of each CCHB Share comprised in any Option shall, subject always to the provisions of By-law 15 hereof, be as follows:-

- (a) In respect of the Initial Grant, the initial public offer price; and
- (b) In respect of any remaining Initial Grant and Offer which is made subsequent to the Company's listing on the MESDAQ market of Bursa Securities, the weighted average market price of the CCHB Shares for the five (5) Market Days immediately preceding the Date of Offer with a discount of not more than ten per centum (10%) or the par value of the CCHB Shares, whichever is the higher amount.

9. EXERCISE OF OPTION BY GRANTEE

- 9.1 Except where By-law 10 hereof applies, the Option granted to a Grantee under the Scheme is exercisable only by that Grantee during his lifetime in accordance with the terms of the Offer and the By-laws, and whilst he is in the employment of the CCHB Group and within the Option Period.
- 9.2 An Option granted under the Scheme shall be capable of being exercised by notice in writing in such form as prescribed by the Committee ("Notice of Exercise") to the Company on any working day during the Option period.
- 9.3 The Option may be exercised in full or in part as the Grantee may decide, provided that the number shall be in multiples of and not less than one hundred (100) CCHB Shares or such multiples as the Committee may decide. Such partial exercise of an Option shall not preclude the Grantee from exercising the Option as to the balance of the new CCHB Shares of his entitlement under the Scheme, if any. When an Option is exercised only in part, the Option certificate (as disclosed under By-law 6.4 hereof) stating the balance of the Option not exercised shall be re-issued accordingly by the Committee within thirty (30) days after the partial exercise.
- 9.4 Every such notice to exercise the Option shall be accompanied by a remittance in the form of bank draft or cashier's order or such other form acceptable by the Committee (calculated in accordance with the provisions of By-law 8 and By-law 15 hereof) for the full amount of the subscription monies in relation to the number of new CCHB Shares in respect of which the written notice is given.
- 9.5 The Grantee shall state his CDS Account number in every Notice of Exercise. Within ten (10) Market Days of receipt of the Notice of Exercise and remittance or such other period as may be prescribed by Bursa Securities, the Company shall allot the relevant number of new CCHB Shares, despatch the notice of allotment to the Grantee subject to the provisions of the Articles and apply to Bursa Securities for the listing of and quotation for such new CCHB Shares arising from the exercise of the Options. The said CCHB Shares will be credited directly into the CDS Account of the Grantee or his financier, as the case may be. No physical share certificates will be issued.
- 9.6 Any failure to comply with the foregoing provisions and/or to state the CDS Account number in the Notice of Exercise or inaccuracy in the CDS Account number shall result in the Notice of Exercise being rejected.

13. BY-LAWS OF THE ESOS (Cont'd)

- 9.7 Subject to any extension to the Scheme pursuant to By-law 19 hereof, no Option shall be exercised after the expiry of the Option Period.
- 9.8 Notwithstanding anything to the contrary contained in these By-laws, the Committee shall have the right in its discretion to suspend the right of any Grantee who is being subjected to a proceedings for any alleged misbehaviour, misconduct and/or any other acts of the Grantee deemed to be unacceptable by the Company ("Disciplinary Proceeding") from exercising his Option pending the outcome of such Disciplinary Proceeding (whether or not such Disciplinary Proceeding may give rise to a dismissal or termination of service of such Grantee) and written notice to that effect has been duly served on him. The right of suspension herein may be exercised by the Committee with such terms and conditions as the Committee shall deem appropriate having regard to the nature of charges made or brought against such Grantee **PROVIDED ALWAYS THAT** in the event of such Grantee subsequently not being found guilty of the charges which gave rise to such Disciplinary Proceeding, the Committee shall reinstate the right of such Grantee to exercise his Option.
- 9.9 Notwithstanding any provisions herein contained, a Grantee who is granted Options during the remaining duration of the Scheme which is less than five (5) years from the Date of Offer may exercise the remaining unexercised part of his Option in the last year of the Scheme provided always that no Option shall be exercised beyond the Option Period.

10. TERMINATION OF THE OPTIONS

- 10.1 In the event of cessation of employment of a Grantee with the CCHB Group for whatever reason prior to the exercise of an Option or prior to the full exercise of an Option, such Option or the balance thereof, as the case may be, shall forthwith cease to be valid without any claim against the Company save and except that, if such cessation occurs by reason of:
- (i) his retirement on or after attaining the normal retirement age; or
 - (ii) retirement before attaining the normal retirement age but with the consent of the Committee; or
 - (iii) ill-health, injury or disability; or
 - (iv) redundancy; or
 - (v) transfer to an associate company of the CCHB Group; or
 - (vi) any other circumstances which is acceptable to the Committee.

The Committee may in its discretion and on such conditions as it deems fit permit such Grantee to exercise all or part of the Grantee's unexercised or partially exercised Options (whether such Options have become exercisable or not at the date of cessation) within a period of one (1) year from the date of cessation or such other longer period as the Committee may in its discretion deems fit provided always that the Options are exercised within the Option Period.

- 10.2 In the event a Grantee is transferred from and ceases to be employed by the CCHB Group to a company within the CCHB Group which is not a member of the CCHB Group, the Committee may in its discretion and on such conditions as it deems fit permit such Grantee to exercise all or part of the Grantee's unexercised or partially exercised Options (whether such Options have become exercisable or not at the date of cessation) within a period of one (1) year from the date of cessation or such other longer period as the Committee may in its discretion deems fit provided always that the Options are exercised within the Option Period.

13. BY-LAWS OF THE ESOS (Cont'd)

- 10.3 An Option or Options which is/are unexercised or partially exercised shall lapse forthwith upon the resignation of the Grantee from his employment with the CCHB Group or where the Grantee is a contract employee (as set out in By-law 3.1), upon expiry of his contract of service without any renewal of such contract.
- 10.4 In the event of the bankruptcy of the Grantee, all Options granted to him to the extent that they are then unexercised shall immediately become void and of no effect.
- 10.5 Where the Grantee dies before the expiry of the Option Period and at the date of his death held an Option or Options, which is/are unexercised or partially exercised, the Committee may in its discretion and on such conditions as it deems fit permit the legal or personal representatives of the Grantee to exercise all or part the Grantee's unexercised or partially exercised Options (whether such Options have become exercisable or not at the date of his death) within a period of two (2) years from the date of his death or such other longer period as the Committee may in its discretion deems fit provided always that the Options are exercised within the Option Period.
- 10.6 In the event of the liquidation of the Company, all unexercised or partially exercised Options shall lapse.

11. RETENTION PERIOD

The CCHB Shares to be issued and allotted to a Grantee pursuant to the exercise of an Option under the Scheme will not be subject to any retention period.

12. RIGHTS ATTACHING TO THE NEW CCHB SHARES

The new CCHB Shares to be issued upon any exercise of the Option will, upon allotment and issue, rank *pari passu* in all respects with the then existing issued and paid-up CCHB Shares (except that the new CCHB Shares so issued will not rank for any dividends, rights, allotments or other distributions, if the date of allotment of the new CCHB Shares falls after the Record date) and will be subject to all the provisions of the Articles relating to transfer, transmission and otherwise. "Record date" means the date as at the close of business on which shareholders of the Company must be registered in order to participate in any dividends, rights, allotments or other distributions.

13. LISTING OF AND QUOTATION FOR THE NEW CCHB SHARES

- 13.1 Whereupon the Grantee exercised his Options in accordance with the provisions of By-law 9, the Company shall apply to Bursa Securities for the listing of and quotation for such new CCHB Shares, and shall use its best endeavour to obtain such approval.
- 13.2 The Company and the Committee shall not under any circumstances be held liable for any costs, losses and damages whatsoever and however relating to the delay on the part of the Company in allotting and issuing the new CCHB Shares or in procuring Bursa Securities to list the new CCHB Shares for which the Grantee is entitled to subscribe.

14. MODIFICATION AND/OR AMENDMENT TO THE SCHEME

The Scheme may from time to time be modified and/or amended, partly or wholly, by a resolution of the Board without the approval of the Company's shareholders in a general meeting provided that no such amendment shall be made which would either:

- (i) materially prejudice the rights then accrued to any Grantee without his/her prior consent;
or

13. BY-LAWS OF THE ESOS (Cont'd)

- (ii) alter to the advantage of any Grantee without the prior approval of the Company's shareholders in a general meeting, save and except for the extension of the duration or tenure of the Scheme as provided in By-law 19 hereof.

Any amendments/modifications to the By-laws do not need the prior approval of the SC. However, the Company shall submit to the SC, each time an amendment/modification is made, a confirmation letter that the amendment/modification does not contravene any provision of the Guidelines on ESOS under the Policies and Guidelines on Issue/Offer of Securities issued by the SC.

15. ALTERATION OF SHARE CAPITAL DURING THE OPTION PERIOD

15.1 In the event of capital distribution or alteration in the capital structure of the Company during the Option Period, or during the period that an Offer is open for acceptance, whether by way of rights issue, bonus issue or other capitalisation issues, consolidation or subdivision of shares, or capital reduction or any other variation of capital howsoever taking place:

- (i) the Subscription Price; and/or
- (ii) the number of new CCHB Shares comprised in the Option so far as unexercised; and/or
- (iii) the number of new CCHB Shares and/or Subscription Price comprised in an Offer which is open for acceptance (if such Offer is subsequently accepted in accordance with the terms of the Offer and the Scheme);

may be adjusted in such manner to be determined by the approved external auditors of the Company (acting as experts and not as arbitrators) and certified either generally or as regards any particular Grantee to be in their opinion fair and reasonable and such certification shall be final and binding on all parties upon the approval of the Committee, **PROVIDED ALWAYS THAT:**

- (i) no adjustment to the Subscription Price shall be made which would result in the new CCHB Shares to be issued on the exercise of the Option, being issued at a discount to par value, and if such an adjustment would but for this provision have so resulted, the Subscription Price payable shall be the par value of the new CCHB Shares;
- (ii) where any adjustment to the Subscription Price shall result in a fraction of a sen, the new Subscription Price shall be rounded down to the nearest sen;
- (iii) in the event that a fraction of a new CCHB Share arising from the adjustments referred to in this By-law would otherwise be required to be issued upon the exercise of an Option by the Grantee, the Grantee's entitlement shall be rounded down to the nearest whole number;
- (iv) upon any adjustment being made under this By-law, the Committee shall notify the Grantee (or his legal representatives where applicable) within fourteen (14) days in writing of the adjusted Subscription Price and/or the adjusted number of shares comprised in the Option, or notify the affected Eligible Employee of the new Subscription Price and/or the new number of CCHB Shares comprised in the Offer (which will become effective if and when the Offer is accepted) which is already opened for acceptance or may be capable of being accepted; and
- (v) any adjustments made must be consistent with the provisions for adjustment as provided in this By-law.

13. BY-LAWS OF THE ESOS (Cont'd)

- 15.2 The adjustment pursuant to this By-law shall be made on the day immediately following the books closure date for the event giving rise to the adjustment.
- 15.3 The provisions of By-law 15.1 above shall not apply where the alteration in the capital structure of the Company arises from:
- (i) an issue of new CCHB Shares or other securities convertible into CCHB Shares or rights to acquire or subscribe for CCHB Shares in consideration or part consideration for an acquisition of any other securities, assets or business;
 - (ii) a special issue of new CCHB Shares or other securities to Bumiputera investors nominated by the Minister of International Trade and Industry, Malaysia and/or other government authority to comply with the Government's policy on Bumiputera capital participation;
 - (iii) a private placement of new CCHB Shares by the Company;
 - (iv) a share buy-back arrangement by the Company pursuant to Section 67A of the Companies Act, 1965;
 - (v) an issue of new CCHB Shares arising from the exercise of any conversion rights attached to securities convertible to CCHB Shares or upon exercise of any other rights including warrants (if any) issued by the Company; or
 - (vi) an issue of new CCHB Shares upon the exercise of Options pursuant to the Scheme.

16. TAKEOVER AND SCHEME OF RECONSTRUCTION

In the event:

- (i) of a takeover offer being made for the Company by way of a general offer or otherwise and such offer becoming or being declared unconditional, the Grantee shall be entitled within three (3) months from the date on which such offer becomes or is declared unconditional to exercise for in full or in part any new CCHB Shares as yet unexercised for under the Option;
- (ii) any person becomes entitled or bound to exercise rights of compulsory acquisition of the new CCHB Shares as yet unexercised for under the Option under the provisions of the Companies Act, 1965 or the Securities Commission Act, 1993 and gives notice to the Grantee that he intends to exercise such rights on a specific date, the Option shall remain exercisable by the Grantee until the expiry of such specified date;
- (iii) the court sanctions a compromise or arrangement between the Company and its members proposed for the purposes of, or in connection with, a scheme for reconstruction of the Company or its amalgamation with any other company or companies under the provisions of Company Act 1965, any Option shall remain exercisable by the Grantee at any time and from time to time from the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending on the date which it becomes effective.

In the foregoing circumstances, upon expiry of the period stipulated, all Options to the extent unexercised shall automatically lapse and shall become null and void.

13. BY-LAWS OF THE ESOS (Cont'd)**17. DIVESTMENT FROM THE CCHB GROUP**

An employee or an Executive Director, who was in the employment of a company in the CCHB Group which subsequently ceased to be a subsidiary of CCHB as a result of any restructuring or divestment exercise or otherwise (other than a takeover under By-law 16 hereof) shall be entitled to continue to exercise all unexercised or partially exercised Options granted to him under the Scheme for a period of one (1) year from the date such company ceased to be a subsidiary of CCHB or such longer period which the Committee, at its discretion deems fit, provided always that the Options are exercised within the Option Period, but shall not be entitled to participate for the balance of his entitlement under the Scheme as from the date that company ceases to be a subsidiary of CCHB.

18. ADMINISTRATION OF THE SCHEME

The Scheme shall be administered by the Committee consisting of such persons as shall be appointed by the Board from time to time and the Committee shall so administer the Scheme in such manner as it shall at its discretion deem fit and with such powers and duties as are conferred upon it. In addition, the Committee may for the purpose of administering the Scheme do all acts and things and enter into any transactions, agreements, deeds, documents or arrangements, make rules, regulations or impose terms and conditions which the Committee may at its discretion consider to be necessary or desirable for giving full effect to the Scheme. The Board shall have power from time to time to rescind the appointment of any person appointed to the Committee as the Board shall deem fit.

19. DURATION AND TERMINATION OF THE SCHEME

- 19.1 (a) The effective date for the implementation of the Scheme shall be the date of full compliance with all relevant requirements of Chapter 3 of the Listing Requirements of MESDAQ including the following:-
- (i) submission of the final copy of this By-laws to Bursa Securities pursuant to Rule 3.14.6 of the Listing Requirements of MESDAQ;
 - (ii) receipt of approval-in-principle for the issuance and listing of the shares to be issued under the Scheme from Bursa Securities;
 - (iii) procurement of shareholders' approval for the Scheme;
 - (iv) receipt of approval of any other relevant authorities, where applicable; and
 - (v) fulfilment of all conditions attached to the above approvals, if any.
- (b) The adviser for the Company shall submit a confirmation to Bursa Securities of full compliance pursuant to By-law 19 above stating the effective date of implementation of the Scheme together with a certified true copy of the relevant resolution passed by shareholders in the general meeting.
- (c) The submission of the confirmation must be made no later than five (5) market days after the effective date of implementation of this By-laws.
- 19.2 The Scheme shall be in force for a period of five (5) years from the Effective Date ("First Five Years"), provided always that on or before the expiry thereof, at the discretion of the Board upon the recommendation of the Committee, to extend in writing the duration or tenure of the Scheme (as many times as the Committee may deem fit) for up to another five (5) years immediately from the expiry of the First Five Years.

13. BY-LAWS OF THE ESOS (Cont'd)

- 19.3 Any extension/renewal of the duration or tenure of the Scheme beyond ten (10) years from the Effective Date may only be made by the Committee with the approval of the relevant authorities and shareholders of the Company and without contravening any applicable laws prevailing at the time of such extension/renewal.
- 19.4 In the event of any extension/renewal of the duration or tenure of the Scheme, the Company shall (where applicable) inform the new Option Period to the relevant Grantee in such manner of communication as the Committee deems fit.
- 19.5 Notwithstanding the provision of By-law 19.1 above, the Scheme shall not be terminated by the Company prior to the expiry of its duration or tenure stated in this By-law 19, **UNLESS:**
- (i) the prior approval from the Company's shareholders at a general meeting have been obtained; and
 - (ii) the written consent from all Grantees who have yet to exercise their Option, whether partly or wholly, have been obtained;

whereupon the Options unexercised or partially exercised shall be deemed to have been terminated and be null and void on the date on which the last of the abovementioned conditions is fulfilled.

20. COSTS AND EXPENSES OF THE SCHEME

All fees, administrative costs and expenses incurred in relation to the preparation and/or operation of the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issue of the new CCHB Shares upon the exercise of any Option shall be borne by the Company.

21. SCHEME NOT A TERM OF EMPLOYMENT

This Scheme shall not form part of or constitute or in any way be construed as a term or condition of employment of any employee. This Scheme shall not confer or be construed to confer on an Eligible Employee any special rights or privileges over the Eligible Employee's terms and conditions of employment in the CCHB Group under which the Eligible Employee is employed nor any rights additional to compensation or damages that the Eligible Employee may be normally entitled to arising from the cessation of such employment.

22. COMPENSATION

- 22.1 No Eligible Employee or Grantee or his legal or personal representatives shall bring any claim, action or proceedings against the Company or the Committee or any other party for compensation, loss or damages whatsoever and howsoever arising from the suspension of his rights to exercise his Option or his Option ceasing to be valid pursuant to the provisions of these By-laws.
- 22.2 Participation in this Scheme by a Grantee is a matter entirely separate from any pension right or entitlement he may have from his terms and conditions of employment and participation in this Scheme shall in no respects whatsoever affect in any way a Grantee's pension rights or entitlement or terms and conditions of employment. In particular, but without limiting the generality of the foregoing, any Grantee who leaves his employment shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Scheme which he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or breach of contract or by way of compensation for loss of office or otherwise howsoever.

13. BY-LAWS OF THE ESOS (Cont'd)

23. DISPUTES

In case any dispute or difference shall arise between the Committee and an Eligible Employee or Grantee, as the case may be, as to any provisions contained in the By-laws, the Committee shall determine such dispute or difference by a written decision given to the Eligible Employee or Grantee, as the case may be. The said decision shall be final and binding on the parties unless the Eligible Employee or Grantee, as the case may be, shall dispute the same by written notice to the Committee within fourteen (14) days of the receipt of the written decision, in which case such dispute or difference shall be referred to the auditors of the Company for the time being acting as experts and not as arbitrators whose decision shall be final and binding in all respects.

24. ARTICLES

Notwithstanding the terms and conditions contained herein, if a situation of conflict should arise between the Scheme and the Articles, the provisions of the Articles shall at all times prevail.

25. INSPECTION OF AUDITED FINANCIAL STATEMENTS

All Grantees shall be entitled to inspect a copy of the latest audited financial statements of the Company which shall be made available at the Registered Office of the Company at Suite 5.3A, Level 5, Menara Pelangi, No. 2, Jalan Kuning, Taman Pelangi, 80400 Johor Bahru, Johor Darul Takzim, Malaysia during normal business hours on any working day of the Company.

26. TRANSFER FROM OTHER COMPANIES TO THE GROUP

In the event that:

- (i) an employee or Executive Director who was employed in a company which is not within the CCHB Group and is subsequently transferred from such company to any company within the CCHB Group; or
- (ii) an employee or Executive Director who was in the employment of a company which subsequently becomes a member of the CCHB Group as result of a restructuring exercise or otherwise involving CCHB and/or any company within the CCHB Group with any of the first mentioned company stated in (i) above;

(the first mentioned company in (i) and (ii) above are hereinafter referred to as the "Previous Company"), such an employee of the Previous Company ("the Affected Employee"), will, if the Affected Employee satisfies all conditions under By-law 3.1 hereof:

- (i) be entitled to continue to exercise all such unexercised Option(s) which were granted to him under the Previous Company's ESOS in accordance with the By-laws of such Previous Company's ESOS but he shall not, upon such transfer or restructuring or divestment as the case may be, be eligible to participate for further options of such Previous Company's ESOS;
- (ii) be eligible to participate in the Scheme only for the remaining duration of the Scheme, subject to the Committee's approval;
- (iii) if the Affected Employee had participated in the Previous Company's ESOS, the number of new CCHB Shares to be offered to such Affected Employee under the Scheme shall be subject to the discretion of the Committee after taking into consideration, amongst others, the number of shares comprised in the option that were offered or exercised under the Previous Company's ESOS, and the Maximum Allowable Allotment under the Scheme.

13. BY-LAWS OF THE ESOS (Cont'd)

27. RESTRICTION ON ESTABLISHMENT OF SUBSEQUENT EMPLOYEE SHARE OPTION SCHEMES

The Company is prohibited to implement a new scheme unless this Scheme has expired or been terminated in accordance with By-laws 19.

28. TAXES

All taxes (including income tax), if any, arising from the exercise of any Option under the Scheme shall be borne by the Grantee.

29. RIGHTS OF A GRANTEE

The Options shall not carry any rights to vote at any general meeting of the Company. The Grantee shall not in any event be entitled to any dividends, rights or other entitlement on his unexercised Options.

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14. EXPERT REPORTS ON FOREIGN INVESTMENTS AND REPATRIATION OF PROFITS TO MALAYSIA

(Prepared for inclusion in this prospectus)

CHIA & TANG

10 ANSON ROAD #23-10
INTERNATIONAL PLAZA
SINGAPORE 079903

Advocates & Solicitors, Notary Public, Commissioners For Oaths

Partners

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Writer : Chia Cheok Sien

Writer's Secretary : Serene Heng

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In reply, please quote our file reference number.

Service of court documents by facsimile is not accepted.

Our Reference : CCS.A3859.05.jl

Your Reference :

August 31, 2005

Connectcounty Holdings Berhad
Suite 5.3A Level 5,
Menara Pelangi,
No. 2 Jalan Kuning,
Taman Pelangi
80400 Johor Bahru
Johor, Malaysia

Dear Sirs,

RE : CONNECTCOUNTY HOLDINGS BERHAD

Introduction

1. We are lawyers qualified to practise in the Republic of Singapore.
2. We are instructed to furnish a report on the laws of the Republic of Singapore as it concerns your company in relation to:-
 - 2.1 policies on foreign investments; and
 - 2.2 repatriation of profits as well as the expected time frame in which profits are to be repatriated to Malaysia.

Foreign Investment Policies

3. Generally, there are no restrictions on foreign ownership of companies incorporated in the Republic of Singapore, with the exception of companies involved in businesses deemed to be in the nature of a strategic industry and/or to involve the national interests of the Republic of Singapore.
4. As far as we are aware, your company and/or companies incorporated in the Republic of Singapore of which you have an interest are not involved in a business in which foreign ownership is restricted or which special licences or permits are required for foreign ownership.

14. EXPERT REPORTS ON FOREIGN INVESTMENTS AND REPATRIATION OF PROFITS TO MALAYSIA (Cont'd)

Chia & Tang
Advocates & Solicitors, Notary Public, Commissioners For Oaths

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Repatriation of Profits

5. There are no foreign exchange controls in the Republic of Singapore and as such, repatriation of profits, arising from business operations in the Republic of Singapore, by way of dividends and/or other forms of distribution are not restricted.
6. Further, there are no restrictions in the Republic of Singapore as to the time frame in which profits may be repatriated to Malaysia.

Qualifications to this Report

7. This report is based solely on the laws of the Republic of Singapore as of the date hereof. No views are expressed in relation to the laws of any other countries.

Yours faithfully



Chia Cheok Sien
Partner

14. EXPERT REPORTS ON FOREIGN INVESTMENTS AND REPATRIATION OF PROFITS TO
MALAYSIA (Cont'd)

Law Offices of
Alex J. Llorente
24031 El Toro Road Ste. 210
Laguna Hills, CA 92653

Tel: (949) 859-5000

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E-Mail: alex@llorente.com

Internet: <http://www.llorente.com>

September 20, 2005

The Board of Directors
CONNECTCOUNTY HOLDINGS BERAHD
Suite 5.3A Level 5, Menara Pelangi
No.2, Jalan Kuning, Taman Pelangi
80400 Johor Bahru
Johor

FOREIGN INVESTMENT AND THE REPATRIATION OF PROFITS UNDER THE
LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF
AMERICA

We have been advised that ConnectCounty Holdings Berhad ("ConnectCounty") is proposed to be listed on the MESDAQ Market of Bursa Malaysia Securities Berhad and that it is the eventual parent of Rapid Conn, Inc., which is a private corporation incorporated under the laws of the State of California ("California") and the laws of the United States of America ("United States").

We have been requested by Rapid Conn, Inc. to advise on the current position under United States law regarding foreign investment policy, and the repatriation of profits by a company incorporated in the United States to a holding company incorporated in Malaysia.

Subject to the qualifications set forth herein:

1. Foreign Investments in United States Companies

Generally, there are no restrictions on foreign ownership of United States companies in circumstances where there are no national security implications. In particular, there are no restrictions on foreign ownership of companies whose business activities are principally the manufacturing of electronic interconnects comprising cable assemblies

14. EXPERT REPORTS ON FOREIGN INVESTMENTS AND REPATRIATION OF PROFITS TO MALAYSIA (Cont'd)

and connectors. There are therefore no restrictions on ConnectCounty Holdings Berhad's ownership of Rapid Comm, Inc.

2. Repatriation of Profits

There are presently no restrictions on the repatriation of profits, whether in the form of dividends, distributions or interest, by a corporation incorporated in the United States to its shareholder or holding company incorporated outside of the United States. However, United States taxes may be imposed on repatriated profits.

3. Protection of Certain Intellectual Property Rights

The United States is a signatory to the Patent Law Treaty, Paris Convention for the Protection of Industrial Property, Berne Convention for the Protection of Literary and Artistic Works, Trademark Law Treaty, as well as a member nation of the World Intellectual Property Organization. Assuming that patents, copyrights and trademarks exist and are involved in a transaction, such rights are generally automatically protected without any need for re-registration.

However owing to its territorial nature, a trademark that is registered outside United States may not be able to exert its rights as a registered trade mark unless it is also registered in United States. It is not uncommon for claims to be instituted with respect of unregistered trademarks.

4. General

We are lawyers qualified to practice law in the State of California and the United States and we express no opinion as to the laws of any jurisdiction, or as to any matters governed by the laws of any jurisdiction, other than State of California and the United States.

This letter sets out our advice on the specific matters of California and the United States laws of general application as at the date hereof. We have not made any investigation of, and do not express any views on, the laws of any other countries.

We do not express or imply any opinion as to matters of fact, and for the purpose of this advice, we have not reviewed any documents nor the facts of any specific circumstances. Our advice only covers matters considered from a legal perspective and is not intended to cover any matters to be considered from a tax, financial, commercial or accounting perspective.

This advice is addressed to you solely for your benefit and the benefit of your legal advisors in connection with the proposed listing of ConnectCounty Holdings Berhad on the MESDAQ Market of Bursa Malaysia Securities Berhad only and may not be disclosed or quoted to or relied upon by any other person, without our prior written

14. EXPERT REPORTS ON FOREIGN INVESTMENTS AND REPATRIATION OF PROFITS TO MALAYSIA (Cont'd)

consent in each specific case. Notwithstanding the foregoing, this letter may be included in ConnectCounty Holdings Berhad 's prospectus to be issued pursuant to its proposed listing on the MESDAQ Market of Bursa Malaysia Securities Berhad, on the basis that it is for disclosure purposes only and may not be relied upon by any party other than you.

Sincerely,

A handwritten signature in black ink, reading "Alex J. Llorente". The signature is written in a cursive style with a large, stylized initial "A".

Alex J. Llorente, Esq.

15. **LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS**

(Prepared for inclusion in this prospectus)

CHIA & TANG

10 ANSON ROAD #23-10
INTERNATIONAL PLAZA
SINGAPORE 079903

Advocates & Solicitors, Notary Public, Commissioners For Oaths

Partners

Chia Cheok Sien
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Writer's DID : 6325 0812
Writer : Chia Cheok Sien
Writer's Secretary : Serene Heng
Writer's Email : chia@chiatang.com.sg

In reply, please quote our file reference number.
Service of court documents by facsimile is not accepted.

Our Reference : CCS.A3859.05.sh
Your Reference : NSW/CORP/0428/2003(07)/NL (BS/ce)

August 8, 2005

M/s Nora S.W. Lam & Associates
Suite 18, 01 Level 18,
Johor Bahru City Square (Office Tower),
106-108, Jalan Wong Ah Fook,
80000 Johor Bahru, Johor, Malaysia

BY FAX AND BY COURIER
Fax No. 02-07-2263118
[total no. of pages: 2]

For the attention of Miss Lim Bee San

Dear Sirs

CONNECTCITY (S) PTE LTD ("the Company")

1. We have been asked to furnish our opinion to confirm:
 - 1.1 the ownership of title to the securities/assets in the relevant jurisdiction, which securities/assets comprise solely (as we understand it) the 3,661,827 issued ordinary shares in the Company of SGD\$1.00 value per share ("the Shares").
 - 1.2 the enforceability of agreements, representations and undertakings given by foreign counter-parties under relevant laws of domicile, which, in this case, are the laws of the Republic of Singapore.
2. the agreements (referred to in 1.2 above) are:-
 - 2.1 Conditional Acquisition Agreement (Connectcounty Sdn. Bhd.) dated December 24, 2003 between the Company and Connectcounty Holdings Berhad.
 - 2.2 Conditional Acquisition Agreement (Rapid Conn, Inc) dated December 24, 2003 between the Company and Connectcounty Holdings Berhad.
 - 2.3 Tenancy Agreement dated July 19, 2002 between the Housing and Development Board and the Company.
 - 2.4 Hire Purchase Agreement dated March 3, 2004 between United Overseas Bank Ltd and the Company.
 - 2.5 Factoring Agreement dated November 2, 2004 between Malayan Banking Berhad and the Company.
 - 2.6 Tenancy Agreement dated July 25, 2005 between Swiftskill Engineering Pte Ltd and the Company.

The above agreements are collectively referred to as "the Agreements".

3. The Company is incorporated in the Republic of Singapore having registration no. 199401223C.

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

Chia & Tang
Advocates & Solicitors, Notary Public, Commissioners For Oaths

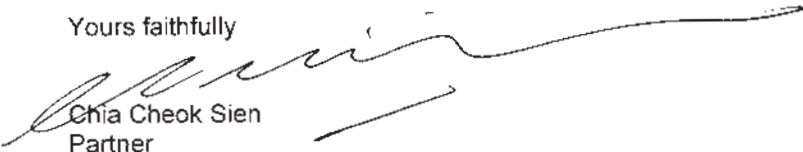
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4. We have on August 4, 2005 conducted searches with the Accounting and Corporate Regulatory Authority in Singapore in respect of the Company and have examined the Agreements.
5. In giving these opinion, we have assumed:
- 5.1 the Agreements submitted to us under cover of your letter dated August 3, 2005 as copy or specimen documents conform to the originals.
- 5.2 the genuineness of all signatures on the Agreements.
- 5.3 the signatories in the Agreements have acted within their capacities and powers in signing the Agreements and they have been authorised by the parties to do so.
6. Based on the above and subject to the qualifications set out in paragraph 7 below, we are of the opinion that under the laws of the Republic of Singapore:
- 6.1 the Agreements, and each of them, constitutes legal, valid and binding obligations of the parties to the Agreements.
- 6.2 the details as to the ownership of the title of the Shares are set out in the following table:

s/n	Name of Shareholder	Identity Card/Passport No	No of Shares
1	Turker Hidirlar	4025373909	36,485
2	Chin Yin Por	550228-02-5463	25,448
3	YBHG Puan Noraini Binti Ahmad	671107-01-6238	506,477
4	Chng Seng Chye	S0161001E	1,129,088
5	Ng Poh Seng	S1153129F	280,656
6	Loh Tong Yew	S1160878G	71,848
7	Ang Chuang Juay	S1294302D	1,218,905
8	Chin Hock Seng	S1336811B	56,131
9	Goh Mee Chin	S1359762F	2
10	Lee Siew Kee	S1411671J	336,787
Total			3,661,827

7. This opinion is subject to the following qualifications:
- 7.1 where any of the Agreements are subject to conditions, such conditions have been fulfilled.
- 7.2 enforcement may be limited by bankruptcy, insolvency, liquidation, reorganisation and other laws of general application relating to or affecting the rights of creditors.
- 7.3 enforcement may be limited by general rules of equity and, in particular, equitable remedies are not available where damages are considered to be an equitable remedy.
- 7.4 claims may be time-barred under the limitation legislation or may be or become subject to defences of set-off or counterclaim.

Yours faithfully


 Chia Check Sien
 Partner

cc. Connectivity (S) Pte Ltd – for the attention of Mr Ang Chuang Jay (by fax only)

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

LAW OFFICES OF
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August 29, 2005

Nora S. W. Lam & Associates
Level 18, Suite 18.01
Johor Bahru City Square (Office Tower)
No. 106-108 Jalan Wong Ah Fook
80000 Johor Bahru
Johor
Malaysia

Re: Legal opinion pertaining to Rapid Conn Inc. with respect to the ownership of title to the securities/assets under the jurisdiction of the state of California

DEAR SIRs OR MESDAMES:

I, Alex J. Llorente, am an attorney duly licensed to practice law in all jurisdictions in the State of California, the United States District Court and the United States Tax Court. I hereby certify that upon review of the stock ledger of Rapid Conn, Inc., the currently outstanding stock certificates, and upon representation of the corporation's current board of directors and its duly elected officers, attest and certify that **Connectcity (S) Pte Ltd** is the current lawful owner of all 73,158 (seventy three thousand one hundred and fifty-eight) issued and outstanding shares of Rapid Conn, Inc. representing 100% (one hundred percent) of the equity interest in Rapid Conn, Inc.

Respectfully Submitted,


Alex J. Llorente, Esq.

15. **LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)**

LAW OFFICES OF
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August 29, 2005

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Level 18, Suite 18.01
Johor Bahru City Square (Office Tower)
No. 106-108 Jalan Wong Ah Fook
80000 Johor Bahru
Johor
Malaysia

Re: Legal opinion pertaining to Rapid Conn, Inc. with respect to the enforceability of agreements, representations and undertakings given by foreign counter-parties under the laws of the State of California.

DEAR SIRS OR MESDAMES:

I, Alex J. Llorente, am an attorney duly licensed to practice law in all jurisdictions in the State of California, the United States District Court and the United States Tax Court. I hereby certify that I have confirmed with the Secretary of State for the State of California that Rapid Conn, Inc. is in good standing and duly authorized to conduct business. At the request of the corporation, I have reviewed the following documents, provided by the Corporation's controller, numbered herein 1 through 26.

1. Adopters Agreement dated 7th February 2002 between Intel Corporation, Dell Computer Corporation, Quantum Corporation, APT technologies Inc., Maxtor Corporation and Seagate Technology ("Promoters") and Rapid Conn Inc. ("Adopting Party" or "Adopter") relating to the usage of Serial ATA specification as adopted and published by the Promoters ("Final Specification"). Final Specification shall be deemed to include only architectural and interconnection requirements and shall not include any implementation examples unless such implementation examples are expressly identified as being included as part of the limited patent license in the Final Specification.

2. Standard Sublease Agreement dated 23 April 2004 between Alacer Corporation as the sublessor and Rapid Conn Inc. as the sub lessee in respect of the industrial building known as 19751 Pauling, County of Orange, State of California, USA for an area of approximately 25,138 sq ft at a rental of USD14,240 per month for a term of thirty-six (36) months commencing on 15 May 2004 and expiring on 7 March 2007 for the purpose of general office use, administration, engineering, storage and light manufacturing of connectors and cables to be approved by the City of Lake Forest. . The main lease expires on 31 July 2006 with an option to renew for a further

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

five (5) years. The Lessor Foothill-Parkstone 1, LLC has consented to the said sublease.

3. Factoring and Security Agreement dated 30 September 2003 between Rapid Conn Inc. and PM Factors, Inc USA for the purpose of Rapid Conn Inc. obtaining financing by factoring, selling of payment and assigning accounts receivable. The Agreement shall continue in effect until September 2005 and automatically renewed for another twelve (12) months unless terminated by PM Factors upon breach by Rapid Conn Inc. or terminated by Rapid Conn Inc. after the second year of the agreement.

4. USB-IF Trademark License Agreement between Rapid Conn Inc. and Universal Serial Bus Implementers Forum, Inc (USB-IF) USA with effect from 1 November 2004 for a term of two years from the effective date for the grant of license to Rapid Conn Inc. to use the USB-IF logos on its Product and to be posted on USB-IF Integrators List.

5. Confidential Agreement between Rapid Conn Inc. and Product Systems Limited United Kingdom ("PSL") commencing on 6 April 2005 and expiry on 5 April 2007 for Rapid Conn Inc.'s right to use the proprietary information disclosed to it by PSL solely for the purpose of evaluating internally its relationships with PSL.

6. Mutual Confidentiality Agreement dated 11 October 2004 between Rapid Conn Inc. and Oakley, Inc USA where the parties agree that in the provision of services and/or materials to Oakley by Rapid Conn Inc. and Oakley obtaining those services and/or materials, the receiving party inter-alia shall hold the confidential information in confidence and use only for the purposes of business with the disclosing party.

7. Confidentiality and Non-Disclosure Agreement between Rapid Conn Inc. and Power Measurement Ltd., Canada effective from 23 February 2004, both parties agree that they would inter-alia keep strictest confidence and not disclose any confidential and/or proprietary information in relation to their discussions concerning the manufacturing and design of plastic injection molded parts and connector cable assemblies.

8. Mutual Confidentiality Agreement between Rapid Conn Inc. and Schweizer Engineering Laboratories, Inc effective from 18 November 2004 and terminating two (2) years after the effective date or thirty (30) days after written notice of termination by either party where both parties agreed to use confidential information solely in connection with discussions with the disclosing party and any resulting business transactions between the parties.

9. Mutual Non-Disclosure Agreement between Rapid Conn Inc. and Zebra Technologies Corporation effective from 14 September 2004 where both parties inter alia agreed the recipient shall retain confidential information in confidence and to be bound by all confidentiality obligations with regard to trade secrets.

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

10. Non-Disclosure Agreement between Rapid Conn Inc. and Jabil Circuit Inc USA effective from 25 April 2004 and expiring three (3) years from end date wherein both parties shall protect the confidential information and prevent any use not authorized in the agreement.

11. Serial ATA International Organization Membership Agreement dated 24 September 2004 whereby Rapid Conn Inc. agreed to be a member and to be bound by the terms and conditions stated in the Articles of Incorporation and bylaws of SERIAL ATA INTERNATIONAL ORGANIZATION. The membership is renewable on a year to year basis,

12. Jabil Circuit, Inc Worldwide Terms and Conditions on Agreement Custom Products between Rapid Conn Inc. and Jabil Circuit, Inc entered into by Rapid Conn Inc. on 20 April 2004 covering sales and warranty terms inter-alia pricing to be negotiated prior to order placement, payment terms net 60 days end of month and warranty terms Return Material Authorization ("RMA") and/or replacement within 24 hours,

13. Supplier Owned Inventory Agreement between Rapid Conn Inc. and Jabil Circuit Incorporated effective from 25 April 2004 until terminated in accordance with agreement in respect of Rapid Conn Inc. stocking components at Jabil's facilities and supply delivery requirements,

14. Electronic Data Interchange Agreement between Rapid Conn Inc. and Jabil Circuit, Inc effective from 13 May 2004 and terminating on either party giving thirty (30) days written notice to the other in respect of data transmission by electronic transmission.

15. Lease Agreement dated 13 July 2004 between Rapid Conn Inc. and American Honda Finance Corporation for the leasing of one 2004 Honda Odyssey.

16. Lease Agreement dated 22 March between Rapid Conn Inc. and VW Credit for the leasing of an automobile.

17. Lease Agreement dated 17 May 2004 between Rapid Conn Inc. and Inter-Tel Leasing, Inc. for the leasing of equipment.

18. Non-Disclosure Agreement between Rapid Conn Inc. and New Grand Tech (HK) Ltd., China dated 19 April 2005 where the parties agree that it will keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party other than CCSB and CCPL, any Confidential Information it receives from the other party.

19. Non-Disclosure Agreement between Rapid Conn Inc. and San Ji Electronics Co. Ltd., China dated 26 April 2005 where the parties agree that it will keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party other than CCSB and CCPL, any Confidential Information it receives from the other party.

20. Non-Disclosure Agreement between Rapid Conn Inc. and Comlink Electronics Co. Ltd., China dated 29 April 2005 where the parties agree that it will

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party other than CCSB and CCPL, any Confidential Information it receives from the other party.

21. Non-Disclosure Agreement between Rapid Conn Inc. and Fuan Gee Mechanical Ind. Co., China dated 23 April 2005 where the parties agree that it will keep in confidence all Confidential Information and that it will not directly or indirectly disclose to any third party other than CCSB and CCPL, any Confidential Information it receives from the other party.

22. Acquisition Agreement between Connectcity (Singapore) and ConnectCounty Holdings (Malaysia) dated 24 December 2003.

23. Director's Service Agreement between Rapid Conn Inc. and ROBERT JEAN TONDREAU (dated 21 December 2003).

24. Director's Service Agreement between Rapid Conn Inc. and TURKER HIDILAR dated 21 December 2003.

25. Proposed Amendment to Director's Service Agreement between Rapid Conn Inc. and ROBERT JEAN TONDREAU dated 20 May 2005, entitled *Amendment of Director's Service Agreement*.

26. Proposed Amendment to Director's Service Agreement between Rapid Conn Inc. and TURKER HIDILAR dated 20 May 2005, entitled *Amendment of Director's Service Agreement*.

With respect to document No. 1, Adopters Agreement dated 7th February 2002 between Intel Corporation, Dell Computer Corporation, Quantum Corporation, APT technologies Inc., Maxtor Corporation and Seagate Technology ("Promoters") and Rapid Conn Inc. ("Adopting Party" or "Adopter") relating to the usage of Serial ATA specification as adopted and published by the Promoters ("Final Specification"), it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 2, Standard Sublease Agreement dated 23 April 2004 between Alacer Corporation as the sublessor and Rapid Conn Inc. as the sublessee, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange).

With respect to document No. 3, Factoring and Security Agreement dated 30 September 2003 between Rapid Conn Inc. and PM Factors, Inc USA, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 4, USB-IF Trademark License Agreement between Rapid Conn Inc. and Universal Serial Bus Implementers Forum, Inc (USB-IF) USA, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 5, Confidential Agreement between Rapid Conn Inc. and Product Systems Limited United Kingdom ("PSL"), it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 6, Mutual Confidentiality Agreement dated 11 October 2004 between Rapid Conn Inc. and Oakley, Inc USA, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 7, Confidentiality and Non-Disclosure Agreement between Rapid Conn Inc. and Power Measurement Ltd., Canada effective from 23 February 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 8, Mutual Confidentiality Agreement between Rapid Conn Inc. and Schweizer Engineering Laboratories, Inc effective from 18 November 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 9, Mutual Non-Disclosure Agreement between Rapid Conn Inc. and Zebra Technologies Corporation effective from 14 September 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 10, Non-Disclosure Agreement between Rapid Conn Inc. and Jabil Circuit Inc USA effective from 25 April 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 11, Serial ATA International Organization Membership Agreement dated 24 September 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 12, Jabil Circuit, Inc Worldwide Terms and Conditions on Agreement Custom Products between Rapid Conn Inc. and Jabil Circuit, Inc entered into by Rapid Conn Inc. on 20 April 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 13, Supplier Owned Inventory Agreement between Rapid Conn Inc. and Jabil Circuit Incorporated effective from 25 April 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 14, Electronic Data Interchange Agreement between Rapid Conn Inc. and Jabil Circuit, Inc effective from 13 May 2004, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 15, Lease Agreement dated 13 July 2004 between Rapid Conn Inc. and American Honda Finance Corporation, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 16, Lease Agreement dated 22 March between Rapid Conn Inc. and VW Credit, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 17, Agreement dated 17 May 2004 between Rapid Conn Inc. and Inter-Tel Leasing, Inc., it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 18, Non-Disclosure Agreement between Rapid Conn Inc. and New Grand Tech (HK) Ltd., China dated 19 April 2005, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 19, Non-Disclosure Agreement between Rapid Conn Inc. and San Ji Electronics Co. Ltd., China dated 26 April 2005, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 20, Non-Disclosure Agreement between Rapid Conn Inc. and Comlink Electronics Co. Ltd., China dated 29 April 2005, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

15. LEGAL OPINION ON OWNERSHIP OF TITLE TO SECURITIES AND ENFORCEABILITY OF AGREEMENTS, REPRESENTATIONS AND UNDERTAKINGS (Cont'd)

With respect to document No. 21, Non-Disclosure Agreement between Rapid Conn Inc. and Fuan Gee Mechanical Ind. Co., China dated 23 April 2005, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange) or United States District Court (Central District of California).

With respect to document No. 22, Acquisition Agreement between Connectcity (Singapore) and ConnectCounty Holdings (Malaysia) dated 24 December, 2003, since both parties to this agreement are foreign corporations, and the agreement does not appear to have been executed in the U.S.A., it is herein counsel's opinion that the United States District Courts and all State courts will generally find that they lack venue and subject matter jurisdiction to enforce any provision of this agreement. Further, the Agreement specifies, by its own terms, that it is to be interpreted according to the laws of Malaysia. U.S. Courts would deem that jurisdiction and venue would thus be proper in Malaysia. However, since the agreement concerns, in part, the acquisition of a California corporation (Rapid Conn, Inc.), minority shareholders of Rapid Conn, Inc., if any, would have standing to bring a derivative action in the State of California or the United States District Court, on behalf of the Corporation, with respect to this agreement.

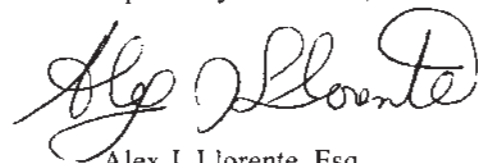
With respect to document No. 23, Director's Service Agreement between Rapid Conn Inc. and ROBERT JEAN TONDREAUULT) dated 21 December, 2003, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange).

With respect to document No. 24, Director's Service Agreement between Rapid Conn Inc. and TURKER HIDILAR dated 21 December, 2003, it is counsel's qualified opinion that all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange).

With respect to document No. 25, Amendment to Director's Service Agreement between Rapid Conn Inc. and ROBERT JEAN TONDREAUULT dated 20 May 2005 entitled *Amendment of Director's Service Agreement*, all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange).

With respect to document No. 26, Amendment to Director's Service Agreement between Rapid Conn Inc. and TURKER HIDILAR dated 20 May 2005 entitled *Amendment of Director's Service Agreement*, all provisions of this agreement are enforceable in a court of competent jurisdiction. Jurisdiction and venue would be proper in the Superior Court of California (County of Orange).

Respectfully Submitted,



Alex J. Llorente, Esq.