

16 **BY-LAWS FOR ESOS**

1. **NAME OF SCHEME**

This Scheme shall be called the “Tejari Technologies Berhad Employee Share Option Scheme”.

2. **OBJECTIVES OF SCHEME**

The objectives of the Scheme are:-

- (a) to recognise the contribution of Eligible Directors or Employees whose services are valued and considered vital to the operations and continued growth of the Group;
- (b) to motivate Eligible Directors or Employees of the Group towards better performance through greater productivity and loyalty;
- (c) to stimulate a greater sense of belonging and dedication since Eligible Directors or Employees are given the opportunity to participate directly in the equity of the Group;
- (d) to encourage Eligible Directors or Employees to remain with the Group thus ensuring that loss of key personnel is kept to a minimum; and
- (e) to reward Eligible Directors or Employees by allowing them to participate in the Group’s profitability and eventually realise capital gains arising from any appreciation in the value of TTB Shares.

3. **DEFINITIONS AND INTERPRETATION**

3.1 In these By-Laws, the following terms and expressions shall have the following meanings:-

“Act”	:	The Companies Act, 1965, as amended from time to time, and any re-enactment thereof, including all regulations issued thereunder
“Available Balance”	:	The unissued share capital of the Company which is available for the offer of further Options subject to the limit set out in By-Law 4.2 and after deducting all Options which have been offered and accepted
“Board”	:	The Board of Directors of the Company
“Bursa Depository”	:	Bursa Malaysia Depository Sdn Bhd (165570-W)
“Bursa Securities”	:	Bursa Malaysia Securities Berhad (635998-W)
“By-Laws”	:	The rules, terms and conditions of the Scheme (as may be amended, varied or supplemented from time to time in accordance with By-Law 22)
“CDS”	:	Central Depository System
“CDS Account”	:	An account established by Bursa Depository for a depositor for the recording of deposits of securities and dealings in such securities by the depositor
“Date of Expiry”	:	The last day of the duration of the Scheme as defined in By-Law 19.1

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“Date of Offer”	:	The date on which an Offer is made by the Option Committee to an Eligible Director or Employee in the manner provided in By-Law 7
“Director”	:	A natural person who holds a directorship in an executive or non-executive capacity in any company in the Group
“Effective Date”	:	<p>The date of full compliance with all relevant requirements pursuant to the Listing Requirements of Bursa Securities, including but not limited to the following:-</p> <ul style="list-style-type: none"> (a) Submission of the final copy of the By-Laws of the Scheme to Bursa Securities; (b) Receipt of approval-in-principle for the listing of the shares to be issued under the Scheme from Bursa Securities; (c) Procurement of Shareholders’ approval for the Scheme; (d) Receipt of approval of any other relevant authorities, where applicable; and (e) Fulfillment of all conditions attached to the above approvals, if any.
“Eligible Director or Employee”	:	Director or Employee of the Group who is designated in writing by the Option Committee who meets the criteria of eligibility for participation in the Scheme as set out in By-Law 5.1
“Employee”	:	A natural person who is employed on a full time basis by and on the payroll of any company in the Group
“Executive Director”	:	A natural person who holds a directorship in an executive capacity in any company in the Group and is involved in the day-to-day management and on the payroll of such company
“Entitlement Date”	:	The date as at the close of business on which Shareholders’ names must appear on TTB’s Record of Depositors in order to participate in any dividends, rights, allotments or other distributions
“Grantee”	:	An Eligible Director or Employee who has accepted an Offer in the manner provided in By-Law 8
“Group”	:	The Company and its subsidiary companies (as defined in Section 5 of Act which are not dormant. Subsidiaries companies include subsidiary companies which are existing as at the Effective Date and subsidiary companies which are incorporated or acquired at any time during the duration of the Scheme but exclude subsidiary companies which have been divested in the manner provided in By-Law 17.2
“Listing Requirements”	:	The Listing Requirements of the Bursa Securities for the MESDAQ Market including any amendments thereto that may be made from time to time
“Market Day”	:	Any day on which Bursa Securities is open for trading of

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		securities
“Maximum Entitlement”	:	The maximum number of Options that can be offered to an Eligible Director or Employee as stipulated in By-Law 6.1
“MESDAQ Market”	:	MESDAQ Market for Bursa Securities
“Non-Executive Director”	:	A natural person who holds a directorship in a non-executive capacity in any company in the Group and do not participate in the day-to-day management of such company
“Offer”	:	A written offer made by the Option Committee to an Eligible Director or Employee in the manner provided in By-Law 7
“Option(s)”	:	The right of a Grantee to subscribe for new TTB Shares pursuant to the contract constituted by acceptance by the Grantee in the manner provided in By-Law 8 of an Offer made to such Grantee by the Option Committee pursuant to By-Law 7
“Option Committee”	:	A committee comprising directors and/or Senior Management personnel appointed by the Board to administer the Scheme
“Option Period”	:	The period commencing from the Date of Offer and expiring on the Date of Expiry of the Scheme as provided in By-Law 19 . In the event that the duration of the Scheme shall be extended, the Date of Expiry of the Scheme shall be the date of expiry as so extended.
“Scheme”	:	The scheme for the granting of Options to Eligible Directors or Employees to subscribe for new TTB Shares upon the terms as herein set out, as may be amended, varied and/or supplemented from time to time in accordance with By-Law 22, such scheme to be known as the “Tejari Technologies Berhad Employee Share Option Scheme”
“TTB” or “Company”	:	Tejari Technologies Berhad (679361-D)
“TTB Share(s)”	:	Ordinary share(s) of RM0.10 each in the Company
“Senior Management”	:	Any employee of the Group who falls within the grading as determined by the Option Committee from time to time
“Shareholder(s)”	:	Holder(s) of TTB Share(s)
“Subscription Price”	:	The price at which a Grantee shall be entitled to subscribe for each TTB Share as calculated in accordance with the provisions of By-Law 11

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- 3.2 Headings are for ease of reference only and do not affect the meaning of a By-Law.
- 3.3 References to the provisions of statutes include such provisions as amended or re-enacted from time to time, and references to statutes include any consolidations, replacements or revisions of the same.
- 3.4 Words importing the masculine gender shall include the feminine and neuter genders.
- 3.5 Words importing the singular number shall include the plural number and vice versa.
- 3.6 The expression "persons connected with an employee" shall have the meaning given in relation to persons connected with a director or major shareholder as defined in Rule 1.01 of the Listing Requirements for the MESDAQ Market.

4. TOTAL NUMBER OF SHARES AVAILABLE UNDER THE SCHEME

- 4.1 Each Option shall be exercisable into one (1) new TTB Share in accordance with the provisions of these By-Laws.
- 4.2 The maximum number of Options to be offered under the Scheme shall not exceed fifteen per centum (15%) of the issued and paid-up share capital of the Company at any one time during the duration of the Scheme or such other percentage of the issued and paid-up share capital of the Company as may be permitted by relevant authorities from time to time during the duration of the Scheme.
- 4.3 Notwithstanding By-Law 4.2 above or any other provision herein contained, in the event the maximum number of new TTB Shares comprised in the Options granted under the Scheme exceeds the aggregate of fifteen per centum (15%) of the issued and paid-up ordinary share capital of the Company as a result of the Company purchasing its own shares pursuant to Section 67A of the Act and thereby diminishing the issued and paid-up capital of the Company, the Options granted shall remain valid and exercisable in accordance with the provisions of this Scheme. However, in such a situation, the Option Committee shall not make any further Offers.
- 4.4 The Company will keep available sufficient unissued TTB Shares in its authorised share capital to satisfy all outstanding Options throughout the duration of the Scheme.

5. ELIGIBILITY

- 5.1 Only Directors and Employees of the Group who fulfill the following conditions shall be eligible to participate in the Scheme if the Director or Employees, as the case may be:-
 - (a) is at least eighteen (18) years of age on the Date of Offer; and
 - (b) be employed by the Group on a full time basis and must be confirmed in service on the Date of Offer (save for the non-Executive Directors of the Group); and
 - (c) falls under such categories and of such criteria that the Option Committee may from time to time decide.
- 5.2 Subject to By-Laws 4.2 and 6.1, in the event that the Option Committee has determined that certain Eligible Director or Employees are entitled to be offered additional Options and the Available Balance is insufficient to grant their full additional entitlements, the Available Balance may be distributed on such basis as the Option Committee may determine.

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- 5.3 The Option Committee has the discretion not to make further additional Offers regardless of the amount of the Available Balance.

6. BASIS OF ALLOTMENT AND MAXIMUM ENTITLEMENT

- 6.1 Subject to any adjustments which may be made under By-Law 15, the maximum number of new TTB Shares to be offered shall be determined by the Option Committee in its sole and absolute discretion after taking into consideration the seniority, performance and length of service of each Eligible Director or Employee, subject to the following:-
- (a) The number of Options granted under the Scheme shall not exceed the amount stipulated in By-Law 4.2.
 - (b) Not more than fifty per centum (50%) of the total number of shares to be issued under the Scheme shall be allocated in aggregate to Directors and Senior Management of the Group; and
 - (c) Not more than ten per centum (10%) of the total number of shares to be issued under the Scheme shall be allocated to any Eligible Director or Employee of the Group who either singly or collectively through persons connected with the Director or Employee, holds twenty per centum (20%) or more of the issued and paid-up share capital of the Company.

In these By-Laws, "persons connected" has the same meaning as defined in Rule 1.01 of the Listing Requirements.

- 6.2 At the time the Offer is made in accordance with By-Law 7, the Option Committee shall set out the basis of allotment, identifying the ranking of the Eligible Director or Employee and the Maximum Entitlement for the Eligible Director or Employee.
- 6.3
- (a) Any Eligible Director or Employee who holds more than one (1) position within the Group (including an Employee Director who sits on the board(s) of directors of any one or more corporations within the Group), and is therefore an Eligible Director or Employee in more than one category or capacity, shall be entitled to the Maximum Entitlement of only one (1) category to be determined by the Option Committee at its sole and absolute discretion.
 - (b) In the event that an Eligible Director or Employee is moved to a lower category, the following provisions shall apply:-
 - (i) His Maximum Entitlement shall be reduced in accordance with the scale provided in By-Law 6.1;
 - (ii) In the event that the total number of TTB Shares in respect of Options which have been accepted by him up to the date he is moved to the lower category is greater than his Maximum Entitlement under such lower category, he shall be entitled to continue to hold and to exercise all unexercised Options held by him on such date but he shall not be entitled to be offered any further Options unless and until he is subsequently moved to a higher category so that his Maximum Entitlement is increased to an amount greater than the total number of TTB Shares in respect of Options which have already been accepted by him; and
 - (iii) In the event that the total number of TTB Shares in respect of Options which have been accepted by him up to the date he is moved to the lower category

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is less than his Maximum Entitlement under such lower category, he shall be entitled to continue to hold and to exercise all unexercised Options held by him on such date and, subject to By-Law 6.4, to be offered further Options up to his Maximum Entitlement under such lower category.

(c) In the event that an Eligible Employee is promoted, the Maximum Entitlement applicable to such Eligible Employee shall, upon such promotion, be the Maximum Entitlement for the category corresponding to his new grade subject always to By-Law 6.1.

6.4 The Option Committee shall not be obliged in any way to offer to an Eligible Director or Employee all of the specified Maximum Entitlement. The decision of the Option Committee shall be final and binding.

6.5 The number of Options granted pursuant to the Scheme shall be verified by the Company's audit committee at the end of each financial year and a statement by the audit committee verifying such Options granted shall be included in the Company's annual report where necessary.

7. OFFER

7.1 During the duration of the Scheme, the Option Committee may at its sole and absolute discretion at any time and from time to time make an Offer in writing to an Eligible Director or Employee, subject to the Eligible Director's or Employee's Maximum Entitlement under By-Law 6.1 hereof.

The actual number of TTB Shares shall not be less than one hundred (100) shares and shall be in multiples of 100 shares and the aggregate number of TTB Shares comprised in that Offer and all previous Offers made (and duly accepted in accordance with the term hereof) shall not exceed the Maximum Entitlement as set out in By-Law 6.1.

7.2 The Option Committee shall state the following particulars in the letter of Offer:-

- (a) The number of Options that are being offered to the Eligible Director or Employee;
- (b) The number of TTB Shares which the Eligible Director or Employee shall be entitled to subscribe for upon the exercise of the Options being offered;
- (c) The Option Period;
- (d) The Subscription Price;
- (e) The Validity Period as defined in By-Law 7.3; and
- (f) The manner and conditions of exercise of the options.

7.3 An Offer shall be valid for a period of one (1) month from the Date of Offer or such other period as may be determined by the Option Committee at its discretion on a case by case basis ("Validity Period").

7.4 No Offer shall be made to any Director of TTB unless such Offer and the related allotment of TTB Shares have previously been approved by the Shareholders of the Company in general meeting.

7.5 Without prejudice to By-Law 21, in the event of an error on the part of the Company in stating any of the particulars referred to in By-Law 7.2, the following provisions shall apply:-

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- (a) Within one (1) month after discovery of the error, the Company shall issue a supplemental letter of Offer, stating the correct particulars referred to in By-Law 7.2;
 - (b) In the event that the error relates to particulars other than the Subscription Price, the Subscription Price applicable in the supplemental letter of Offer shall remain as the Subscription Price as per the original letter of Offer; and
 - (c) In the event that the error relates to the Subscription Price, the Subscription Price applicable in the supplemental letter of Offer shall be the Subscription Price applicable as at the date of the original letter of Offer, save and except with respect to any Options which have already been exercised as at the date of issue of the supplemental letter of Offer.
- 7.6 After each adjustment following an alteration of the share capital of the Company as stipulated in By-Laws 15.1 and 15.2, upon the return by a Grantee of the original letter of Offer to the Company, that letter of Offer shall be amended or a new letter of Offer shall be issued within two (2) months from the date of return of the original letter, to reflect the adjustment made to the number of Options granted to the Grantee and/or to the Subscription Price.

8. ACCEPTANCE

- 8.1 An Offer shall be accepted by an Eligible Director or Employee within the Validity Period by written notice to the Company accompanied by a payment to the Company of a nominal non-refundable consideration of Ringgit Malaysia One (RM1.00) only for the grant of the Options.
- 8.2 If an Offer is not accepted in the manner aforesaid, the Offer shall automatically lapse upon the expiry of the Validity Period. The number of Options offered in the lapsed Offer shall be deducted from the Maximum Entitlement or the balance of the Maximum Entitlement of the Eligible Director or Employee, and the Eligible Director or Employee shall not be entitled to be offered the number of Options offered in the lapsed Offer, in any Offers made in the future.
- 8.3 Within 30 days after the due acceptance of the Offer in accordance with By-Law 8.1, the Option Committee shall issue to the Grantee a certificate of Option in such form as may be determined by the Option Committee.
- 8.4 In the event of the death or cessation of employment of the Eligible Director or Employee from any corporation within the Group for any reason whatsoever prior to the acceptance of the Offer by such Eligible Director or Employee, the Offer shall automatically lapse and be null and void and be of no further force and effect.

9. NON-TRANSFERABILITY

- 9.1 An Option is personal to the Grantee and subject to the provisions of By-Laws 14.2 and 14.3, it is exercisable only by the Grantee personally during his lifetime whilst he is in the employment of the Group.
- 9.2 An Option shall not be transferred, assigned, disposed of or subject to any encumbrances by the Grantee save and except in the event of the death of the Grantee as provided under By-Law 14.3. Any such transfer, assignment, disposal or encumbrance shall result in the automatic cancellation of the Option.

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10. EXERCISE OF OPTIONS

- 10.1 Subject to By-Laws 14.2, 14.3, 16 and 17, a Grantee shall be allowed to exercise the Options granted to him in such manner as set out in the letter of Offer, during his lifetime whilst he is in the employment or appointment of the Group, and within the Option Period subject to the following limits:

Maximum Percentage of Options exercisable in Each Year Commencing from the Date of Offer					
	Year 1	Year 2	Year 3	Year 4	Year 5
All categories of Eligible Directors and Employees	20%	20%	20%	20%	20%

- 10.2 Subject to the discretion of the Option Committee, where a Grantee is serving under an employment contract and the remaining duration of the contract is less than five (5) years from the Date of Offer, he may exercise any remaining unexercised Options upon the expiry of the contract but before the Date of Expiry of the Scheme.
- 10.3 Options, which are exercisable in a particular year but are not exercised may be carried forward to subsequent years subject to the Option Period. Any balance of Options not exercised within six (6) months preceding the Date of Expiry shall be capable of being exercised in full subject to the approval of the Option Committee. Any Options, which remain unexercised at the expiry of the Option Period shall be automatically terminated without any claim against the Company. For the avoidance of doubt, it is hereby stated that the provisions of By-Laws 10.1 and 10.2 are subject to the provisions of this By-Law 10.3.
- 10.4 A Grantee shall exercise his Options on the first five (5) Market Days of each calendar month or such other period that may be stipulated by the Option Committee, by notice in writing to the Company stating the number of Options exercised. The procedure for the exercise of Options to be complied with by a Grantee shall be determined by the Option Committee from time to time.
- 10.5 A Grantee shall exercise his Options by notice in writing to the Company in the prescribed form stating the number of Options exercised, the number of TTB Shares relating thereto and the Grantee's individual/nominee CDS Account number. The Options shall be exercised in multiples of and not less than one hundred (100) Options. The exercise by a Grantee of some but not all of the Options which have been offered to and accepted by him shall not preclude the Grantee from subsequently exercising any other Options which have been or will be offered to and accepted by him, during the Option Period.

Any failure to comply with the foregoing provisions or to state the CDS Account number (or other relevant account number in the case of foreign Grantees) or to provide all information as required in the notice to exercise or inaccuracy in the CDS Account number (or other relevant account number in the case of foreign Grantees) or information provided shall result in the notice to exercise being rejected at the discretion of the Option Committee. The Option Committee shall inform the Grantee of the rejection of the notice to exercise within ten (10) Market Days from the date of rejection thereof and the Grantee shall then be deemed not to have exercised his Option.

- 10.6 Every notice to exercise Options shall be accompanied by a remittance in Ringgit Malaysia in the form of a banker's draft or cashier's order drawn and payable in Penang, for the full

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amount of the subscription money in relation to the number of TTB Shares in respect of which the notice is given.

10.7 Within ten (10) Market Days (or such other period as may be prescribed by Bursa Securities) of receipt by the Company of such notice of exercise and full payment by the Grantee, the Company shall subject to the Articles of Association of the Company and the Listing Requirement of Bursa Securities allot the relevant number of TTB Shares to the Grantee. The said TTB Shares will be credited directly into the CDS Account of the Grantee or his financier, as the case may be, and a notice of allotment stating the number of TTB Shares so credited will be issued to the Grantee. No physical certificates will be issued. An application will be made for the quotation of such TTB Shares.

10.8 The Company, the Board and the Option Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities howsoever arising in the event of any delay on the part of the Company in allotting and issuing the TTB Shares or in procuring Bursa Securities to list and quote the TTB Shares subscribed for by a Grantee or any delay in receipt or non-receipt by the Company of the notice to exercise the Options or for any errors in any Offers.

11. SUBSCRIPTION PRICE

The Subscription Price shall be calculated in the following manner:-

- (a) Where the Option is granted before the Company is listed on the Bursa Securities then the price at which the Grantee is entitled to subscribe for the TTB Shares shall not be less than the price of the TTB Shares set for the public issue of the TTB Shares for the purpose of listing of the Company on the Bursa Securities; or
- (b) Where the Option is granted after the Company is listed on the Bursa Securities, the price at which the Grantee is entitled to subscribe for the TTB Shares shall be a price to be determined by the Board upon the recommendation of the Option Committee which is at a discount of not more than ten percent (10%) from the weighted average market price of the TTB Shares as shown in the daily official list issued by the Bursa Securities for the five (5) Market Days immediately preceding the Date of Offer, if deemed appropriate, or such lower or higher limit as approved by the relevant authorities;

subject to such adjustments as stipulated under By-Law 15 herein or as may be amended by the relevant authorities from time to time.

12. RIGHTS ATTACHING TO SHARES

The TTB Shares to be allotted and issued upon any exercise of an Option will upon such allotment and issuance rank *pari passu* in all respects with the then existing, issued and fully paid-up share capital of the Company, save and except that the new TTB Shares so issued will not be entitled to any dividends, rights, allotments or other distributions declared, made or paid to Shareholders which the record date precedes the relevant date of allotment of the new TTB Shares and will be subject to all the provisions of the Articles of Association of the Company relating to voting, transfer, transmission and otherwise of the shares. The expression "record date" means the date as at the close of business on which Shareholders must be registered as members of the Company to participate in any dividend, right, allotment or any other distribution.

13. HOLDING OF SHARES

13.1 The Company encourages Grantees to hold the TTB Shares as long as possible although a Grantee or his financier, as the case may be, may sell the TTB Shares at any time after such TTB Shares have been credited to the Grantee's or his financier's CDS Account. A Grantee

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should note that the TTB Shares are intended for him to hold as an investment rather than for realisation to yield a quick profit.

- 13.2 An Eligible Director who is in a non-executive capacity must not sell, transfer or assign the TTB Shares obtained through the exercise of the Options granted pursuant to the Scheme within one (1) year from the Date of Offer.

14. TERMINATION AND/OR SUSPENSION OF EXERCISE OF OPTIONS

- 14.1 Any Option, which has not been exercised by a Grantee shall be automatically terminated in the following circumstances:-

- (a) in the event of death of the Grantee, subject to By-Law 14.3;
- (b) in the event of the Grantee ceasing to be an Employee of any corporation within the Group due to resignation from or termination by any other means of employment by the Grantee, upon the Grantee's last day of employment;
- (c) in the event of the Grantee ceasing to be an Employee of any corporation within the Group due to termination of employment by the employer of the Grantee, or for any other reason other than as stated in paragraphs (a) and (b), upon the last day of the Grantee's employment;
- (d) in the event of bankruptcy of the Grantee, in which event the Option shall be automatically terminated on the date a receiving order is made against the Grantee by a court of competent jurisdiction; or
- (e) in the event where the Grantee is currently employed by a subsidiary of the Company and subject to By-Law 17, upon that subsidiary ceasing for any reason to be a subsidiary of the Company;
- (f) on the winding-up or liquidation of the Company; or
- (g) for any other circumstances as may be determined by the Option Committee from time to time.

Upon the termination of Options pursuant to By-Law 14.1 above, the Grantee shall have no right to compensation or damages or any claim against the Company from any loss of any right or benefit or prospective right or benefit under the Scheme which he might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from his ceasing to hold office or employment or from the suspension of his right to exercise his Options or his Options ceasing to be valid.

- 14.2 Notwithstanding By-Law 14.1 above, the Option Committee may at its discretion allow an Option to remain exercisable during the Option Period on such terms and conditions as it shall deem fit if the cessation of employment occurs as a result of:-

- (a) Retirement on attaining the normal retirement age of fifty-five (55) years; or
- (b) Retirement before attaining the normal retirement age and with the consent of the employer company within the Group; or
- (c) Ill-health, injury, physical or mental disability; or
- (d) Redundancy; or

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- (e) Transfer to any company outside the Group at the direction of the Company; or
 - (f) Any other circumstance acceptable to the Option Committee.
- 14.3 In the event that a Grantee dies before the expiry of the Option Period and, at the date of death holds any unexercised Options, the following provisions shall apply:-
- (a) such unexercised Options may be exercised by the personal or legal representative ("Representative") of the deceased Grantee,
 - (i) within the period of eighteen (18 months from the date of the Grantee's death ("Permitted Period")); or
 - (ii) within the Option Period;whichever expires first.
 - (b) in the event that the Option Period expires before the Permitted Period, any Options which have not been exercised by the Representative at the expiry of the Option Period shall automatically lapse and be null and void and of no further force and effect and the Representative shall not be entitled to apply for any extension of time for exercising such unexercised Options;
 - (c) In the event that the Permitted Period expires before the Option Period, the following provisions shall apply:-
 - (i) the Representative may, at any time before or after the expiry of the Permitted Period (which shall not in any event be a date after the expiry of the Option Period), apply in writing to the Option Committee for an extension of the Permitted Period; and
 - (ii) the Option Committee shall consider such applications on a case-by-case basis and may in its sole and absolute discretion approve or reject an application in whole or in part and may impose any terms and conditions in granting an approval. The decision of the Option Committee shall be final and binding. In the event that the Option Committee approves an application in whole or in part, the Representative may exercise the Options which are the subject of the approval within such extension of the Permitted Period as is approved (which shall not exceed the Option Period). Any Options in respect of which an application is rejected shall lapse and be null and void and of no further force and effect at the expiry of the Permitted Period or on the date of the Option Committee's decision, whichever is the later.

15. **ALTERATION OF CAPITAL AND ADJUSTMENT**

- 15.1 In the event of any alteration in the capital structure of the Company during the Option Period, whether by way of rights issues, bonus issues or other capitalisation issues, consolidation or subdivision of shares or reduction of capital or otherwise howsoever, such corresponding adjustments (if any) shall be made to:-
- (a) The number of Options granted to each Grantee so far as unexercised; and/or
 - (b) The Subscription Price
- as necessary to give a Grantee the same proportion of the issued and paid-up capital of the Company as that to which he/she was entitled to prior to the event giving rise to such adjustment.

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- 15.2 (a) If and whenever a TTB Share by reason of any consolidation or subdivision or conversion shall have a different par value, the Subscription Price shall be adjusted by multiplying it by the revised par value and dividing the result by the former par value and the number of Options shall be adjusted by multiplying the existing number of Options held by the former par value and dividing the result by the revised par value.

Each such adjustment will be effective from the close of business of the Market Day next following the date on which the consolidation or subdivision or conversion becomes effective (being the date on which the TTB Shares are traded on Bursa Securities at the new par value) or such other date as may be prescribed by Bursa Securities.

- (b) If and whenever the Company shall make any issue of new TTB Shares to Shareholders credited as fully paid, by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund), the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{A + B}$$

and the number of Options shall be adjusted by multiplying the existing number of Options held by the following fraction:

$$\frac{A + B}{A}$$

where:

- A = the aggregate number of issued and fully paid-up TTB Shares immediately before such capitalisation issue; and
- B = the aggregate number of new TTB Shares to be issued pursuant to any allotment to Shareholders credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund).

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for such issue.

- (c) If and whenever Company shall make:
- (i) a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any capital reduction involving the cancellation of capital which is lost or unrepresented by available assets); or
 - (ii) any offer or invitation to Shareholders whereunder they may acquire or subscribe TTB Shares by way of rights; or
 - (iii) any offer or invitation to Shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into TTB Shares or securities with rights to acquire or subscribe for TTB Shares,

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then and in any such case, the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{C - D}{C}$$

and in respect of the case referred to in By-Law 15.2(c)(ii) hereof, the number of Options shall be adjusted by multiplying the existing number of Options held by the following fraction:

$$\frac{C}{C - D^*}$$

where:

- C = the Current Market Price (as defined in By-Law 15.2(h) below) of one (1) TTB Share on the Market Day immediately preceding the date on which the Capital Distribution, or as the case may be, the offer or invitation is publicly announced to the Bursa Securities or (failing any such announcement), immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; and
- D = (aa) in the case of an offer or invitation to acquire or subscribe for TTB Shares under By-Law 15.2(c)(ii) above or for securities convertible into TTB Shares or securities with rights to acquire or subscribe for TTB Shares under By-Law 15.2(c)(iii) above, the value of rights attributable to one (1) TTB Share (as defined below); or
- (bb) in the case of any other transaction falling within this By-Law 15.2(c), the fair market value, as determined (with the concurrence of the external auditors of the Company), of that portion of the Capital Distribution attributable to one (1) TTB Share.

For the purpose of definition (aa) of "D" above, the "value of rights attributable to one (1) TTB Share" shall be calculated in accordance with the formula:

$$\frac{C - E}{F + 1}$$

where:

- C = C in this By-Law 15.2(c);
- D* = the "value of the rights attributable to one (1) TTB Share" (as defined below);
- E = the subscription consideration of one (1) additional TTB Share under the terms of such offer or invitation or subscription price of one (1) additional TTB Share upon conversion of the securities convertible into TTB Shares or exercise of such rights to acquire or subscribe for one (1) TTB Share under the offer or invitation; and

16 BY-LAWS FOR ESOS (Cont'd)

F = the number of TTB Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional TTB Share or security convertible into TTB Shares or rights to acquire or subscribe for TTB Shares.

For the purpose of D* above, the "value of the rights attributable to one (1) TTB Share" shall be calculated in accordance with the formula:-

$$\frac{C - E^*}{F^* + 1}$$

where:-

C = C in this By-Law 15.2(c);

E* = the subscription consideration for one (1) additional TTB Share under the terms of such offer or invitation to acquire or subscribe for TTB Shares; and

F* = the number of TTB Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional TTB Share.

For the purpose of this By-Law 15.2(c), "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of TTB Shares (other than an issue falling within By-Law 15.2(b)) or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the Shareholders as shown in the audited consolidated profit and loss accounts of the Company.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for the above transaction.

- (d) If and whenever the Company makes any allotment to its Shareholders as provided in By-Law 15.2(b) above and also makes any offer or invitation to its Shareholders as provided in By-Law 15.2(c)(ii) or By-Law 15.2(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I)}{(G + H + B) \times C}$$

and in respect of each case referred to in By-Law 15.2(b) and By-Law 15.2(c)(ii), the number of Options held by each Grantee shall be adjusted by multiplying the existing number of Options held by the following fraction:

$$\frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)}$$

where:

16 BY-LAWS FOR ESOS (Cont'd)

- B = B in By-Law 15.2(b) above;
- C = C in By-Law 15.2(c) above;
- G = the aggregate number of issued and fully paid-up TTB Shares on the entitlement date;
- H = the aggregate number of new TTB Shares under an offer or invitation to acquire or subscribe for TTB Shares by way of rights or under an offer or invitation by way of rights to acquire or subscribe for securities convertible into TTB Shares or rights to acquire or subscribe for TTB Shares as the case may be;
- H* = the aggregate number of new TTB Shares under an offer or invitation to acquire or subscribe for TTB Shares by way of rights;
- I = the subscription consideration of one (1) additional TTB Share under an offer or invitation to acquire or subscribe for TTB Shares or the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional TTB Share as the case may be; and
- I* = the subscription consideration of one (1) additional TTB Share under the offer or invitation to acquire or subscribe for TTB Shares.

Such adjustment will be effective (if appropriate retroactively) from the commencement of the day next following the entitlement date for such issues.

- (e) If and whenever the Company makes any offer or invitation to its Shareholders to acquire or subscribe for TTB Shares as provided in By-Law 15.2(c)(ii) above together with an offer or invitation to acquire or subscribe for securities convertible into TTB Shares or securities with rights to acquire or subscribe for TTB Shares as provided in By-Law 15.2(c)(iii) above, the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J) \times C}$$

and the number of Options held by each Grantee shall be adjusted by multiplying the existing number of Options by the following fraction:

$$\frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)}$$

where:

- C = C as in By-Law 15.2(c) above;
- G = G as in By-Law 15.2(d) above;
- H = H as in By-Law 15.2(d) above;
- H* = H* as in By-Law 15.2(d) above;

16 BY-LAWS FOR ESOS (Cont'd)

- I = I as in By-Law 15.2(d) above;
- I* = I* as in By-Law 15.2(d) above;
- J = the aggregate number of TTB Shares to be issued to its Shareholders upon conversion of such securities or exercise of such rights to acquire or subscribe for TTB Shares by the Shareholders; and
- K = the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional TTB Share.

Such adjustment will be effective (if appropriate retroactively) from the commencement of the day next following the entitlement date for the above transaction.

- (f) If and whenever the Company makes an allotment to its Shareholders as provided in By-Law 15.2(b) above and also makes an offer or invitation to acquire or subscribe for TTB Shares to its Shareholders as provided in By-Law 15.2(c)(ii) above, together with rights to acquire or subscribe for securities convertible into or with rights to acquire or subscribe for TTB Shares as provided in By-Law 15.2(c)(iii) above, and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J + B) \times C}$$

and the number of Options held by each Grantee shall be adjusted by multiplying the existing number of Options held by the following fraction:

$$\frac{(G + H^* + B) \times C}{(G \times C) + (H^* + I^*)}$$

where:

- B = B as in By-Law 15.2(b) above;
- C = C as in By-Law 15.2(c) above;
- G = G as in By-Law 15.2(d) above;
- H = H as in By-Law 15.2(d) above;
- H* = H* as in By-Law 15.2(d) above;
- I = I as in By-Law 15.2(d) above;
- I* = I* as in By-Law 15.2(d) above;
- J = J as in By-Law 15.2(e) above; and
- K = K as in By-Law 15.2(e) above.

16 BY-LAWS FOR ESOS (Cont'd)

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the entitlement date for the above transaction.

- (g) If and whenever (otherwise than pursuant to an offer or invitation by way of rights to all Shareholders and requiring an adjustment under By-Laws 15.2(c)(ii), 15.2(c)(iii), 15.2(d), 15.2(e) or 15.2(f) above), the Company shall issue either any TTB Shares or any securities convertible into TTB Shares or any rights to acquire or subscribe for TTB Shares, and in any such case the Total Effective Consideration per TTB Share (as defined below) is less than ninety per cent (90%) of the Average Price for one (1) TTB Share (as defined below) or, as the case may be, the price at which the TTB Shares will be issued upon conversion of such securities or exercise of such rights is determined, the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{L + M}{L + N}$$

where:

- L = the number of TTB Shares in issue at the close of business on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;
- M = the number of TTB Shares which the Total Effective Consideration (as defined below) would have purchased at the Average Price (exclusive of expenses); and
- N = the aggregate number of TTB Shares so issued or in the case of securities convertible into TTB Shares or rights to acquire or subscribe for TTB Shares, the maximum number (assuming no adjustment of such rights) of TTB Shares issuable upon full conversion of such securities or the exercise in full of such rights.

For the purposes of this By-Law 15.2(g) the "Total Effective Consideration" shall be as determined by the directors of the Company and shall be:

- (i) in the case of the issue of TTB Shares, the aggregate consideration receivable by the Company on payment in full for such TTB Shares; or
- (ii) in the case of the issue by the Company of securities wholly or partly convertible into TTB Shares, the aggregate consideration receivable by the Company on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by the Company upon full conversion of such securities (if any); or
- (iii) in the case of the issue by the Company of securities with rights to acquire or subscribe for TTB Shares, the aggregate consideration attributable to the issue of such rights together with the total amount receivable by the Company upon full exercise of such rights;

in each case without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the "Total Effective Consideration per TTB Share" shall be the Total Effective Consideration divided by the number of TTB Shares issued as aforesaid or, in the case of securities convertible

16 BY-LAWS FOR ESOS (Cont'd)

into TTB Shares or securities with rights to acquire or subscribe for TTB Shares by the maximum number of TTB Shares issuable on full conversion of such securities or on exercise in full of such rights.

For the purpose of this By-Law 15.2(g), the "Average Price" of a TTB Share shall be the average price of one (1) TTB Share as derived from the last dealt price(s) for one (1) or more board lots of the TTB Shares as quoted on the Bursa Securities on the Market Days comprised in the period used (such period to be determined by the Company at the Company's absolute discretion) as a basis upon which the issue price of such TTB Shares is determined.

Each such adjustment will be effective (if appropriate retroactively) from the close of the Market Day next preceding the date on which the issue is announced or (failing any such announcement) immediately preceding the date on which the Company determines the offering price of such TTB Shares, securities or rights.

- (h) For the purpose of By-Laws 15.2(c),(d),(e) and (f), the "Current Market Price" in relation to one (1) TTB Share for any relevant day shall be the average of the last dealt prices for the five (5) consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by the Securities Commission.

Such adjustments, save in respect of any bonus issue, must be confirmed in writing by the external auditors of the Company for the time being (acting as experts and not as arbitrators), upon reference to them by the Option Committee, to be in their opinion, fair and reasonable, PROVIDED ALWAYS THAT, no adjustment to the Subscription Price shall be made which would result in the new TTB 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 TTB Shares.

- 15.3 Notwithstanding By-Law 15.1, where the Board determines that an adjustment is to be made but it is not practicable to ensure that the Grantees are given the same proportion of the issued share capital of the Company as to which they were each entitled prior to such adjustment, the Company shall, at the discretion of the Option Committee, seek a waiver from Bursa Securities, together with justifications.

- 15.4 The following provisions shall apply in relation to an adjustment which is made pursuant to By-Laws 15.1 and 15.2 :-

- (a) Any adjustment to the Subscription Price shall be rounded up to the nearest one (1) sen and in no event shall the Subscription Price be reduced to an amount which is below the par value of the TTB Shares; and
- (b) In determining a Grantee's entitlement to subscribe for TTB Shares, any fractional entitlements will be disregarded.

- 15.5 By-Law 15 shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:-

- (a) An issue of TTB Shares pursuant to the exercise of Options under the Scheme; or
- (b) An issue of securities as consideration for an acquisition; or
- (c) An issue of securities as a private placement; or
- (d) An issue of securities as a special issue approved by the relevant governmental authorities; or

16 BY-LAWS FOR ESOS (Cont'd)

- (e) A restricted issue of securities; or
- (f) An issue of TTB Shares arising from the exercise of any conversion rights in respect of securities convertible into new TTB Shares including but not limited to warrants and convertible loan stocks; or
- (g) An issue of further Options to Eligible Director or Employees under these By-Laws; or
- (h) A purchase by the Company of its own TTB Shares pursuant to Section 67A of the Act. In this event, the following provisions shall apply:-
 - (i) If the number of TTB Shares in respect of Options granted by the Company as at the date of designation of the TTB Shares so purchased as treasury TTB Shares or cancellation of such TTB Shares is greater than ten per centum (10%) of the issued capital of the Company after such designation or cancellation, the Option Committee shall not make any further Offers; and
 - (ii) If the number of TTB Shares in respect of Options granted by the Company as at the date of designation of the TTB Shares so purchased as treasury TTB Shares or cancellation of such TTB Shares is less than ten per centum (10%) of the issued capital of the Company after such designation or cancellation, the Option Committee may make further Offers only until the total number of Options granted by the Company is equivalent to ten per centum (10%) of the issued capital of the Company after such designation or cancellation.

15.6 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part VII of the Act, By-Law 15.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 15.1 is applicable, but By-Law 15.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 15.1 is not applicable as described in By-Law 15.5.

15.7 An adjustment pursuant to By-Law 15.1 shall be made according to the following terms:-

- (a) In the case of a rights issue, bonus issue or other capitalization issue, on the Market Day immediately following the date of entitlement in respect of such issue; or
- (b) In the case of a consolidation or subdivision of TTB Shares or reduction of capital, on the Market Day immediately following the date of allotment of TTB Shares in respect of such consolidation, subdivision or reduction.

Upon any adjustment being made, the Option Committee shall give notice in writing within a period of two (2) weeks, to the Grantee, or his personal or legal representative where the Grantee is deceased, to inform him of the adjustment and the event giving rise thereto. Any adjustments made must be in compliance with the provisions for adjustment as provided in these By-Laws. Any adjustments other than on a bonus issue must be confirmed in writing by the Company's auditors. Nevertheless, for the avoidance of doubt, by virtue of By-Law 26, the decision of the Board shall be final and binding in all respects.

15.8 In the event of a dispute in respect of any adjustment, any Grantee may request the Company to seek the opinion of an approved company auditor, acting as an expert and not as an arbitrator, as to its fairness and that this be confirmed in writing. In addition, the Company shall in such situations, at the request of any Grantee, furnish such Grantee with a certificate from an approved company auditor stating the opinion of such auditor, acting as an expert and

16 **BY-LAWS FOR ESOS (Cont'd)**

not as an arbitrator. For the purposes of this By-Law, an approved company auditor shall have the meaning given in Section 8 of the Act. Nevertheless, for the avoidance of doubt, by virtue of By-Law 26, the decision of the Board shall be final and binding in all respects.

16. **TAKE-OVERS AND MERGERS, SCHEMES ARRANGEMENT, AMALGAMATIONS, RECONSTRUCTONS, ETC**

16.1 In the event of an offer being made for TTB Shares under the Securities Commission Act, 1993 and the Malaysian Code on Take-Overs and Mergers, 1998 and such offer being declared unconditional, the following provisions shall apply:-

(a) A Grantee shall be entitled to exercise all or any of the Options held by him as at the date of such offer being declared unconditional, within such a period to be determined by the Option Committee (“**Stated Period**”) and in accordance with the provisions of By-Law 10.4. In the event that the Grantee elects not to so exercise some or all of the Options held by him, the unexercised Options shall be automatically lapse and become null and void and be of no further force and effect on the expiry of the Stated Period; and

(b) If during the Stated Period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition in respect of the TTB Shares under the provisions of the Securities Commission Act, 1993 and gives notice to the Grantee that he intends to exercise such rights on a specific date (“**Specified Date**”), the Grantee shall be entitled to exercise all or any of the Options held by him until the expiry of the said period of the Stated Period or the Market Day immediately preceding the Specified Date, whichever is the earlier, and in accordance with the provisions of By-Law 10.4. In the event that the Grantee elects not to so exercise some or all of the Options held by him, the unexercised Options shall be automatically lapse and become null and void and be of no further force and effect on the expiry of the stated period or on the Specified Date, whichever is the earlier.

16.2 In the event the court has sanctioned a compromise or arrangement between the Company and its members for the purpose of, or in connection with, a scheme for reconstruction of the Company or amalgamation with any other company or companies under the provisions of the Act, then the Grantee shall immediately become entitled in the period up to but excluding the date upon which such compromise or arrangement becomes effective, to exercise in whole or in part his Options. All unexercised Options held by a Grantee shall be automatically lapse and become null and void and be of no further force and effect on the date upon which such compromise or arrangement becomes effective.

16.3 For the avoidance of doubt, the limits on the exercise of Options stipulated in By-Law 10.1 shall not apply in respect of By-Laws 16.1(a), 16.1(b) and 16.2 above.

17. **DIVESTMENT FROM GROUP**

17.1 In the event that a company within the Group shall be divested from the Group, a Grantee who is employed by such company:-

(a) Shall be entitled to continue to hold and to exercise all the Options held by him on the date of completion of such divestment within a period of one (1) year from the date of completion of such divestment or the Option Period, whichever expires first, and in accordance with the provisions of By-Law 10.4. In this instance, the limits on the exercise of Options stipulated in By-Law 10.1 shall not apply. In the event that the Grantee does not so exercise some or all of such Options, the unexercised Options

16 **BY-LAWS FOR ESOS (Cont'd)**

shall be automatically lapse and become null and void and be of no further force and effect upon the expiry of the relevant period; and

- (b) Shall no longer be eligible to participate for further Options under the Scheme as from the date of completion of such divestment.

17.2 For the purposes of By-Law 17.1, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 5 of the Act.

18. **WINDING UP**

In the event that a court order is made or, in the case of a member's voluntary winding-up a resolution is passed, for the winding-up or liquidation of the Company, all unexercised Options shall automatically lapse and be null and void and of no further force and effect from the date of the court order or member's resolution, as the case may be, for such winding-up or liquidation of the Company.

19. **DURATION, TERMINATION AND EXTENSION OF SCHEME**

19.1 The effective date for the implementation of the Scheme shall be the date of full compliance with all relevant requirements of the Listing Requirements, including but not limited to the following:-

- (a) submission of the final copy of the By-Laws of the Scheme to Bursa Securities in accordance with Rule 6.38 of the Listing Requirements;
- (b) receipt of approval-in-principle for the listing of the shares to be issued under the Scheme from Bursa Securities;
- (c) procurement of Shareholders' approval for the Scheme;
- (d) receipt of approval of any other relevant authorities, where applicable; and
- (e) fulfillment of all conditions attached to the above approvals, if any,

The Company's adviser must submit a confirmation to Bursa Securities of full compliance pursuant to By-Law 19.1 above stating the Effective Date of implementation together with a certified true copy of the relevant resolution passed by Shareholders in a general meeting. The submission of the confirmation must be made no later than five (5) market days after the Effective Date of implementation.

The Scheme shall thereafter be in force for a duration of five (5) years from the Effective Date subject however to any extension of the Scheme as provided under By-Law 19.3 below. The date of expiry of the Scheme shall be at the end of the five (5) years from the Effective Date or, if the Scheme shall be extended, shall be the date of expiry as so extended ("**Date of Expiry**").

The total duration of the scheme shall not exceed ten (10) years from the Effective Date.

19.2 Offers can only be made during the duration of the Scheme before the Date of Expiry.

19.3 The Scheme may be extended for a further period of up to five (5) years at the discretion of the Board upon the recommendation of the Option Committee. Any extended Scheme under this provision shall be implemented in accordance with the terms of these By-Laws, subject

16 BY-LAWS FOR ESOS (Cont'd)

however to any revisions and/or changes to the relevant laws and/or regulations currently in force. Unless otherwise required by the relevant authorities, no further approvals shall be required for the extension of the Scheme PROVIDED THAT the Company shall serve appropriate notices on each Grantee and make any announcements to Bursa Securities (if required) within thirty (30) days prior to the expiry of the original Scheme.

- 19.4 Notwithstanding anything to the contrary, all unexercised Options shall lapse on the Date of Expiry.
- 19.5 Notwithstanding the provision of By-Law 19.1 above, the Scheme may be terminated by the Company prior to the expiry of its duration or tenure PROVIDED ALWAYS THAT prior to the termination of the Scheme, the following conditions must have been satisfied by the Company:-
- (i) that the consent from the Company's Shareholders at a general meeting had been obtained; and
 - (ii) that the written consent from all Grantees who have yet to exercise their Option, either in part or in whole, have been obtained.

In this event, the following provisions shall apply:-

- (a) No further Offers shall be made by the Option Committee from the date of such resolution;
 - (b) All Offers which have yet to be accepted by Eligible Director or Employees shall automatically lapse on the date of such resolution; and
 - (c) All outstanding Options, which have yet to be exercised by Grantees shall be automatically lapse and become null and void and be of no further force and effect on the date of such resolution.
- 19.6 In seeking to obtain the approval of Bursa Securities and the consent of the Shareholders of the Company at a general meeting and the consent of Grantees for the termination of the Schemes as set out in By-Law 19.5, the Company must provide sufficient information on the following:-
- (a) rationale for termination of the Scheme;
 - (b) a statement by the Board of Directors stating whether the termination is in the best interest of the Company, and where a director disagrees with such statement, a statement by such director setting out the reasons and factors taken into consideration in forming that opinion; and
 - (c) any other information that would justify termination of the Scheme.

20. SUBSEQUENT EMPLOYEE SHARE OPTION SCHEME

The Company may establish a new employee share option scheme after expiry of the Scheme or upon termination of the scheme subject to the approval of Bursa Securities, Shareholder of the Company at a general meeting and other relevant authorities.

21. ADMINISTRATION

- 21.1 The Scheme shall be administered by the Option Committee. The Option Committee shall, subject to these By-Laws, administer the Scheme in such manner as it shall think fit.
- 21.2 Without limiting the generality of By-Law 21.1, the Option Committee may, for the purpose of administering the Scheme, do all acts and things, rectify any errors in Offers, execute all

16 BY-LAWS FOR ESOS (Cont'd)

documents and delegate any of its powers and duties relating to the Scheme as it may in its discretion consider to be necessary or desirable for giving effect to the Scheme.

- 21.3 The Board shall have power at any time and from time to time to rescind the appointment of any person appointed to the Option Committee as it shall deem fit.

22. AMENDMENT

22.1 Subject to By-Law 22.2 the Option Committee may at any time and from time to time recommend to the Board any additions or amendments to or deletions of these By-Laws as it shall in its discretion think fit and the Board shall have the power by resolution to add to, amend or delete all or any of these By-Laws upon such recommendation PROVIDED THAT no additions or amendments to or deletions of these By-Laws shall be made which will:-

- (a) Prejudice any rights then accrued to any Grantee without the prior consent or sanction of that Grantee; or
- (b) Alter any matters which are required to be contained in the By-Laws by virtue of Appendix 3D of the Listing Requirements to the advantage of any Eligible Director or Employee without the prior approval of the Company's Shareholders in general meeting unless allowed otherwise by the provisions of the Listing Requirements; or
- (c) Increase the number of TTB Shares available under the Scheme beyond the maximum imposed by By-Law 4.2.
- (d) Alter any matters which are required to be contained in the Bye-Laws by virtue of Appendix 3D of the Listing Requirements to the advantage of the Eligible Director or Employee without the prior approval of the shareholders of the Company unless allowed otherwise by the provisions of the Listing Requirements.

22.2 The Company is to submit to Bursa Securities, each time a modification/change is made to these By-Laws, the By-Laws and any amendments thereto together with a letter of compliance no later than five (5) Market Days after the amendments to the By-Laws, each time a modification or amendment is made, stating that the modification/change does not contravene any provisions of the guidelines on employee share option scheme as stipulated under the Listing Requirements of Bursa Securities and the Rules of Bursa Depository and a checklist showing compliance with Appendix 3D of the Listing Requirements.

23. INSPECTION OF FINANCIAL STATEMENTS

All Grantees are entitled to inspect the latest annual report of the Company at the registered office of the Company at 51-21-A, Menara BHL Bank, Jalan Sultan Ahmad Shah, 10050 Penang during normal business hours.

24. SCHEME NOT A TERM OF EMPLOYMENT

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

16 BY-LAWS FOR ESOS (Cont'd)

25. NO COMPENSATION FOR TERMINATION

No Employee shall be entitled to any compensation for damages arising from the termination of any Options or this Scheme pursuant to the provisions of these By-Laws.

26. DISPUTES

Any disputes arising hereunder shall be referred to the decision of the Board, whose decision shall be final and binding in all respects, provided that any Directors of the Company who are also in the Option Committee shall abstain from voting and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws.

27. COSTS AND EXPENSES

All fees, costs and expenses incurred in relation to the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issue of TTB Shares pursuant to the exercise of Options, shall be borne by the Company.

28. ARTICLES OF ASSOCIATION

In the event of a conflict between any of the provisions of these By-Laws and the Articles of Association of the Company, the Articles of Association shall prevail.

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17 OTHER GENERAL INFORMATION

17.1 SHARE CAPITAL

- (i) Save as disclosed in Section 4.2.6 of this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
- (ii) We have no founder, management or deferred shares. There is only one (1) class of shares in our Company, namely ordinary shares of RM0.10 each, all of which rank pari passu with one another.
- (iii) Save for the options which have been or will be granted under the ESOS (as disclosed in Section 4.2.7 and 16 of this Prospectus) as at the date of this Prospectus:
 - (a) no person has been or is entitled to be given an option to purchase or subscribe for any shares, stocks or debentures of our Group
 - (b) there is currently no other scheme for or involving the Directors or employees of our Company or our subsidiaries.
- (iv) Save as disclosed in the Sections 2.2, 4.3 and 4.5 of this Prospectus, no ordinary shares or debentures of our Company and its subsidiary companies have been issued or proposed to be issued as partly or fully paid-up for cash or otherwise than for cash within the two (2) years preceding the date of this Prospectus.

17.2 ARTICLES OF ASSOCIATION

The following provisions are reproduced from our Company's Articles of Association:

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

Transfer and Transmission of Securities

Article 26: Transfer Transferor's Right

The transfer of any listed Securities or class of listed Securities of the Company, shall be by way of book entry by the Bursa Depository in accordance with the Rules and, notwithstanding sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such listed Securities.

Article 27: Suspension registration

Subject to the Rules and Listing Requirements, the transfer of any Securities may be suspended at such times and for such periods as the Directors may from time to time determine. Twelve (12) clear market days' notice, or such other period as may from time to time be specified by the Bursa Securities governing the Register concerned, of intention to close the Register shall be given to the Bursa Securities. At least three (3) market days prior notice shall be given to the Bursa Depository to prepare the appropriate Record of Depositors.

Article 28: Refusal to register transfer

The Bursa Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and the Rules.

17 **OTHER GENERAL INFORMATION (Cont'd)**

Article 29: Renunciation

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

Transmission of Shares

Article 32: Recognition of persons on death

In the case of the death of a Member, the legal representative(s) of the deceased shall be the only person(s) recognised by the Company and / or Bursa Depository as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been held by him.

Article 33: Share of deceased or bankrupt Member

Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors and / or Bursa Depository shall in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy. **PROVIDED ALWAYS** that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the shares may be carried out by the person becoming so entitled.

Article 34: Notice of election

If any person so becoming entitled elects to register himself, he shall deliver or send to the Company, a notice in writing signed by him and stating that he so elects, **PROVIDED** that where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Bursa Depository. If he elects to have another person registered, he shall evidence his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer is a transfer signed by that Member.

Article 35: Person entitled may receive dividends etc.

Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee or his estate, as the case may be, shall, upon the production of such evidence as may from time to time be required by the Directors and / or the Bursa Depository in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt.

Transmission of Securities from Foreign Register

Article 36:

Where :-

- (a) the Securities of the Company are listed on an Approved Market Place; and
- (b) the Company is exempted from compliance with section 14 of the Central Depositories Act or section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such Securities,

17 **OTHER GENERAL INFORMATION (Cont'd)**

- (c) the Company shall, upon the request of a securities holder, permit a transmission of Securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as "the Malaysian Register") **PROVIDED** that there shall be no change in ownership of such Securities.

Article 37:

For the avoidance of doubt, no company fulfills the requirements of paragraph (a) and (b) of Article 36 shall allow any transmission of Securities from the Malaysian Register into the Foreign Register.

Remuneration of Directors

Article 94: Directors' remuneration

The Directors shall be paid by way of fees for their services, such fixed sum (if any) as shall from time to time be determined by the Company in general meeting and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine. **PROVIDED ALWAYS** that:-

- (a) fee payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.
- (b) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover.
- (c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting.
- (d) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

Article 95: Reimbursement of expenses

- (1) The Directors shall be paid all their travelling, hotel and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending meetings of the Directors or any committee of the Directors.
- (2) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Board **PROVIDED** that in the case of non-executive Directors, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an executive Director, such remuneration shall not include a commission on or percentage of turnover.

17 **OTHER GENERAL INFORMATION (Cont'd)**

Voting and Borrowing Powers of Directors

Article 99: Directors' borrowing power

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or subsidiary company or associate company or any related third party subject to the Act and the Listing Requirements.

Article 100: Restriction on borrowing powers

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

Article 111: Quorum of meetings of Directors

The quorum necessary for the transaction of business of the Directors shall be two (2) and a meeting of the Director for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretion by or under these Articles vested in or exercisable by the Directors generally.

Article 118: Votes by majority and Chairman to have casting vote

Subject to these Articles, any question arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote. The Chairman of the meeting shall however not have a second or casting vote where at the meeting only two (2) Directors form the quorum and only such a quorum is present at the meeting or where only two (2) Directors are competent to vote on the question at issue.

Article 121: Directors may contract with the Company

A Director may contract with and be interested in any contract or proposed contract with the Company and shall not be liable to account for any profit made by him by reason of any such contract; **PROVIDED ALWAYS** that the nature of the interest of the Director in any such contract be declared at a meeting of the Directors as required by section 131 of the Act. A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has, directly or indirectly, an interest (and if he shall do so his vote shall not be counted).

Article 123: Relaxation of restriction on voting

A Director may vote in respect of:-

- (a) any arrangement for giving the Director himself or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part, under a guarantee or indemnity or by the deposit of a security.

17 **OTHER GENERAL INFORMATION (Cont'd)**

Variation of Class Rights and Changes in Share Capital

Article 3: Power to issue shares with special rights

Without prejudice to any special rights previously conferred on the holders of any existing shares but subject to the Act and to these Articles, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors, subject to any ordinary resolution of the Company, may determine.

Article 4: Allotment of shares

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of these Articles and the Act and to the provisions of any resolution of the Company, shares in the Company may be issued by the Directors, who may allot, or otherwise dispose of such shares to such persons, on such terms and conditions, with such preferred, deferred or other special rights, and subject to such restrictions and at such times as the Directors may determine but the Directors in making any issue of shares shall comply with the following conditions:-

- (a) no shares shall be issued at a discount except in compliance with the provisions of section 59 of the Act;
- (b) in the case of shares of a class other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles and in the resolution creating the same; and
- (c) every issue of shares or options to employees shall be approved by Members in general meeting. No director shall participate in a share scheme for employees unless shareholders in general meeting have approved the allotment to be made to such director; and
- (d) Allotments to Directors and connected persons:

Except in the case of a rights issue to shareholders, a Director of the Company and persons connected with the Director shall not participate, directly or indirectly, in an issue of ordinary shares or other securities with rights of conversion to ordinary shares unless the shareholders of the Company have approved the allotment to be made to the Director or persons connected with him and the Director and such connected persons (if applicable) have abstained from voting on the relevant resolutions.

- (e) Section 132D of the Act:

Without limiting the generality of Section 132D of the Act, the Company shall not issue any ordinary shares or other securities with rights of conversion to ordinary shares if the nominal value of those shares or securities, when aggregated with the nominal value of any such shares or securities which the Company has issued during the previous twelve (12) months, exceeds 10% of the nominal value of the issued ordinary shares at the commencement of the said period of twelve (12) months except where the shares or securities are issued with the prior approval of ordinary shareholders of the precise terms and conditions of the issue.

- (f) In working out the number of shares or convertible securities that may be issued by the Company, if the security is a convertible security, each such security is counted as the maximum number of shares into which it can be converted or exercised.

17 **OTHER GENERAL INFORMATION (Cont'd)**

Article 5:

(1) **Rights of preference shareholders:**

The holder of a preference share shall be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up.

(2) **Repayment of preference capital**

Subject to the Act, any preference shares may with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed but the total nominal value of the issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time. If the Company at any time issues preference capital, it shall indicate at the same time whether it reserves the right to issue further preference capital ranking equally with, or in priority to, preference shares already issued. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited accounts and attending general meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or on a proposal to wind up the Company or during the winding up of the Company, or on a proposal for the disposal of the whole of the Company's property, business and undertaking, or on a proposal that affects their rights and privileges attached to the shares, or when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months.

Article 6: Repayment of preference capital

Notwithstanding Article 7 hereof, the repayment of preference share capital other than redeemable preference capital or any other alteration of preference shareholders' rights may only be made pursuant to a special resolution of the preference shareholders concerned **PROVIDED ALWAYS** that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths of the preference capital concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

Article 7: Modifications of class rights

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the sanction of a special resolution passed at a separate meeting of the shareholders of that class. Where necessary majority of such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of not less than three-fourths of the issued shares of that class within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two (2) persons who are shareholders present in person or represented by proxy, one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of section 152 of the Act shall with such adaptations as are necessary, apply.

Article 8: Ranking of class rights

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

17 **OTHER GENERAL INFORMATION (Cont'd)**

Increase of Capital

Article 51: Power to increase capital

The Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount to be divided into shares of such respective amounts and to carry such rights or to be subjected to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company may, by the resolution authorizing such increase, direct.

Article 52: Issue of new shares to Members

Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other Convertible Securities shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or Convertible Securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or Convertible Securities which (by reason of the ratio which the new shares or Convertible Securities bear to shares or Convertible Securities held by persons entitled to any offer of new shares or Convertible Securities) cannot, in the opinion of the Directors be conveniently offered under this Article.

Article 53: New shares to rank with original shares

Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

Alteration of Capital

Article 54: Power to alter capital

The Company may by ordinary resolution:-

- (a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) divide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association by subdivision of its existing shares or any of them subject nevertheless to the provisions of the Act and so that as between the resulting shares, one or more of such shares may, by the resolution by which such sub-division is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such shares; and
- (d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

17 **OTHER GENERAL INFORMATION (Cont'd)**

Article 55: Share Buy Back

Subject to and in accordance with the provisions of the Act and the requirements of the Bursa Securities and such other relevant law, regulation or guideline, the Company is allowed and shall have power, to the fullest extent permitted, to purchase its own shares. Any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, the requirements of the Bursa Securities and any other relevant authority.

Article 56: Power to reduce Capital

The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any authorization, and consent required by law.

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17 OTHER GENERAL INFORMATION (Cont'd)

17.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and occupations of our Directors are set out in the Corporate Directory section at the front of this Prospectus.
- (ii) A Director is not required to hold any qualification shares in our Company.
- (iii) Other than salaries and employment related benefits as disclosed in Section 8.1.4 of this Prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date of this Prospectus, nor is it intended to be so paid or given, to any of our promoters, Directors or substantial shareholders. The number of Directors in the various remuneration bands are set out in Section 8.1.4 of this Prospectus.
- (iv) Save for the risk factors which are described in Section 3 of this Prospectus, our Board is not aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of our Group.
- (v) None of our Directors and/or substantial shareholders of the Company and/or person(s) connected with them are interested in any contract or arrangement subsisting at the LPD which is significant in relation to the business of our Group taken as a whole.
- (vi) Save as disclosed in Section 8.1.1 of this Prospectus, there are no other person who is able, directly or indirectly, jointly severally, to exercise control over our Company.

17.4 GENERAL

- (i) The nature of the Group's business and the names of all corporations, which are deemed to be related to our Company by virtue of Section 6 of the Act, are set out in Section 4 of this Prospectus.
- (ii) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 18 of this Prospectus.
- (iii) The time of the opening of the Application of the Public Issue is set out in Section 18.1 of this Prospectus.
- (iv) The amount payable in full on application is RM0.28 per Issue Share.
- (v) Save as disclosed in Sections 3, 4 and 6 of this Prospectus, the financial conditions and operations of our Company are not affected by any of the following:-
 - (a) known trends, demands, commitments, events, uncertainties that have had or that our Group reasonably expects to have a material favourable or unfavourable impact on the financial performance, position and operations of our Group;
 - (b) unusual, infrequent events or transactions or any significant economic changes that materially affected the financial performance, position and operations of our Group;
 - (c) known events, circumstances, trends, uncertainties and commitments that are reasonably likely to make the historical financial statements not indicative of future financial information and position; and

17 OTHER GENERAL INFORMATION (Cont'd)

- (d) pending and threatened litigation and arbitration proceedings having an impact on the financial position of our Group.
- (vi) As at the date of the LPD, our Group does not have any outstanding convertible debt securities.
- (vii) Our Promoters will collectively exercise control over the Company and will hold approximately 60.52% (excluding ESOS options exercise) of the enlarged issued and paid-up share capital of TTB upon listing.
- (viii) The name and address of our Auditors and Reporting Accountants are set out under the "Corporate Directory" of this Prospectus.

17.5 EXPENSES AND COMMISSIONS

- (i) The estimated amount of expenses of the Public Issue relating to the underwriting fees, placement fees and other expenses and fees incidental to the listing of and quotation for the entire issued and paid-up share capital of TTB on the MESDAQ Market which is estimated to be approximately RM1,350,000.
- (ii) Brokerage fee relating to the Issue Shares is payable by us at the rate of one percent (1.0%) of the Issue Price in respect of successful applications, which bear the stamps of KIBB, or the Issuing House, a participating organisation of Bursa Securities, members of the Association of Banks in Malaysia or members of the Malaysian Investment Banking Association.
- (iii) A placement fee of 1.5% of the Issue Price per Issue shares of the value of TTB Shares that have been successfully placed by KIBB based on the Issue Price. A management fee is payable by us to KIBB at 0.5% of the aggregate value of TTB Shares under the private placement based on the Issue Price.
- (iv) The Underwriter has agreed to underwrite 8,000,000 of the Issue Shares which would be made available for application by our eligible Directors, employees and business associates and for application under the public offer.
- (v) Save as disclosed above, no commissions, discounts, brokerage or other special terms have, within the two (2) preceding years prior to the date of this Prospectus, been paid or granted or is payable to any Director, promoter or expert or proposed Director for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions for any shares in or debentures of our Company in connection with the issue or sale of any capital of our Company.

17.6 PUBLIC TAKE-OVERS

During the last financial year and the current financial year, there were no:-

- (i) public take-over issues by third parties in respect of our Company's shares; or
- (ii) public take-over offers by our Company in respect of other corporations' shares.

17 OTHER GENERAL INFORMATION (Cont'd)

17.7 MATERIAL LITIGATION

As at the LPD, our Company is not engaged as plaintiff or defendant and our Board does not know of any other proceeding pending or threatened against our Group or of any fact likely to give rise to any proceeding which might materially and adversely affect the financial position or business of our Group.

17.8 MATERIAL CONTRACTS

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

- (i) Pursuant to the SSA I between TTB and the shareholders of TSB dated 26 January 2006 made between TTB and Chan Ah Ba, Teoh Geok Cheng, Chan Boon Seng, Ooi Chai Huat, Kok Seng Loong, Komsama, Ewe Liew San, Teoh Tun Ching, Fong Sai Chong and Quah Teck Beng for the acquisition of the entire issued and paid up share capital of TSB comprising 2,407,500 ordinary shares of RM1.00 each for a total purchase consideration of RM12,299,998.00 to be fully satisfied by the allotment and issuance of 12,299,998 new ordinary shares of RM1.00 each in TTB. The acquisition of TSB was completed on 30 September 2006.
- (ii) Pursuant to the SSA II between TTB and TSB dated 26 January 2006 made between TTB and TSB for the acquisition of the entire issued and paid up share capital of TCSB, TCJSB and THSSB comprising 1,250,000, 300,000, 350,000 ordinary shares of RM1.00 each respectively for a total purchase consideration of RM3.00 to be fully satisfied entirely by cash. The acquisition of TCSB, TCJSB and THSSB were completed on 2 October 2006.
- (iii) An option was granted by Island Court Sdn Bhd (the "Vendor") on 6 February 2006 to TSB for the purchase of all that two (2) pieces of lands identified as Lot 3880 and Lot 3886, both of Mukim 13, Daerah Seberang Perai Tengah, Penang held under Suratan Hakmilik Sementara No. H.S.(D) 1919 and H.S.(M) 1492 respectively with a total land area of approximately 99,641 sq. ft. at the price of RM25.00 per sq. ft. amounting to approximately RM2.49 million together with existing factory for RM300,000 (the "Property"). The option must be exercised by TSB within 12 months from 6 February 2006.

By a sale & purchase agreement dated 10 November 2006 between the Vendor and TSB, the Vendor has agreed to sell and TSB has agreed to purchase the Property for a cash consideration of RM2,760,089.25.

Simultaneous to the above, the Vendor and TSB have also entered into a reimbursement agreement dated 10 November 2006 wherein TSB shall reimburse the Vendor for improvement works done on the above factory building for a cash consideration of RM500,000.00 to be paid by TSB upon completion of the above sale & purchase agreement, which is six (6) months from the date of the sales and purchase agreement.

- (iv) By a Placement Agreement dated 27 November 2006 between TTB and KIBB, TTB has appointed KIBB as the Placement Agent for its Private Placement Shares for a placement commission calculated at 1.5% of the aggregate total value of the number of Private Placement Shares placed out by the Placement Agent at the Placement Price and a further management fee at 0.5 % of the aggregate total value of the Private Placement Shares at the Placement Price and subject to such terms and conditions provided therein.
- (v) By an Underwriting Agreement dated 15 December 2006 between TTB and KIBB, TTB has appointed KIBB as the Underwriter for such number of the Public Offer Shares and Employee Offer Shares for a underwriting commission of 2.0% of the issue price of RM0.28 per Share multiplied by the number of Underwritten Shares and subject to such terms and conditions provided therein.

17 OTHER GENERAL INFORMATION (Cont'd)

17.9 LETTERS OF CONSENT

- (i) The written consents of our Corporate and Due Diligence Solicitors, Registrar, Adviser Underwriter, Placement Agent, Principal Banker, Issuing House and Company Secretaries to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of our Auditors and Reporting Accountants to the inclusion of their name, Accountants' Report and their letters relating to the Consolidated Profit Forecast for the FYE 30 November 2007 and the Proforma Consolidated Financial Information as at 30 November 2006 in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn. The written consent of the previous auditor for TSB and its subsidiary companies ("TSB Group") for the FYE 30 November 2004 (Aljeffri Dean), to the inclusion in this Prospectus of their names and the extracts of their reports for the TSB Group have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of our Valuers, Raine & Horne International Zaki + Partners Sdn Bhd, to the inclusion in this Prospectus of its name and the Valuation Certificate in the manner and form in which they are contained in this Prospectus, have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iv) The written consent of Global Industrial Analysts to the inclusion in this Prospectus the extraction of its report "*A Global Strategic Business Report on Hydraulic Equipment by Global Industrial Analysts, February 2005*" in the manner and form in which they are contained in this Prospectus, have been given before the issue of this Prospectus and have not subsequently been withdrawn.

17.10 RESPONSIBILITY STATEMENTS

- (i) Our Directors and Promoters have seen and approved this Prospectus and they collectively and individually accept full responsibility for the accuracy of the information contained in the Prospectus and confirm, having made all reasonable enquiries that, to the best of our knowledge and belief, there are no false or misleading statements or other facts the omission of which would make any statement contained in the Prospectus false or misleading. Our Directors hereby accept full responsibility for the profit forecast included in the Prospectus and confirm that the profit forecast have been prepared based on the assumptions made.
- (ii) KIBB, being the Adviser, Underwriter and Placement Agent acknowledges that, based on all available information and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue. KIBB is satisfied that the profit forecast (for which the Directors of TTB are fully responsible), prepared for inclusion in this Prospectus, have been stated by the Directors after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

17.11 DOCUMENTS AVAILABLE FOR INSPECTION

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

- (i) Memorandum and Articles of Association of TTB;
- (ii) The Directors' Report and Accountants' Report, referred to in Sections 12 and 13 respectively of this Prospectus;

17 OTHER GENERAL INFORMATION (Cont'd)

- (iii) The material contracts referred to in Section 17.8 of this Prospectus;
- (iv) The Reporting Accountants' Letter relating to the consolidated profit forecast for the FYE 30 November 2007 are included in Section 6.7 of this Prospectus;
- (v) The Reporting Accountants' Letter relating to the Proforma Consolidated Financial Information as at 30 November 2006 included in Section 14 of this Prospectus;
- (vi) The letters of consent referred to in Section 17.9 of this Prospectus;
- (vii) The audited financial statements of TTB for the FPE 30 November 2005 and FYE 30 November 2006;
- (viii) The audited financial statements of TSB for the FYE 30 November 2004, FYE 30 November 2005 and FYE 30 November 2006;
- (ix) The audited financial statements of TCSB for the FYE 30 November 2004, FYE 30 November 2005 and FYE 30 November 2006;
- (x) The audited financial statements of TCJSB for the FYE 30 November 2004, FYE 30 November 2005 and FYE 30 November 2006;
- (xi) The audited financial statements of THSSB for the FYE 30 November 2004, FYE 30 November 2005 and FYE 30 November 2006;
- (xii) The Valuers' Valuation Certification referred to in Section 15 and the full Valuation Report thereof; and
- (xiii) A Global Strategic Business Report on Hydraulic Equipment by Global Industrial Analysts, February 2005.

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18. PROCEDURES FOR APPLICATION AND ACCEPTANCE

18.1 OPENING AND CLOSING OF APPLICATION

Applications for the Public Issue Shares will be accepted from 10:00 a.m. on 16 February 2007 and will remain open until 5:00 p.m. on 27 February 2007 or for such other later date or dates as the Board and KIBB may in our absolute discretion mutually decide. Late applications will not be accepted.

In the event the closing date for the application is extended, the notice of extension will be advertised in a widely circulated English and Bahasa Malaysia newspaper. Should there be an extension of the closing date, the dates for the despatch of notices of allotment of the Public Issue Shares and Listing will be extended accordingly.

18.2 METHODS OF APPLICATION

Applications for the Public Issue Shares may be made using either of the following ways:

- (a) Application Forms; or
- (b) Electronic Share Application.

18.3 TRADING OF SHARES LISTED ON THE MESDAQ MARKET

Under the Bursa Securities trading rules, effective from the date of listing, trading in all securities listed on the MESDAQ Market can only be executed through an ADA.

18.4 PRIVATE PLACEMENT AND PUBLIC OFFER PROCEDURES

The Public Issue will be made available for subscription by individuals, companies, societies, co-operatives and institutions by way of private placement and public offer as follows:-

	No of Issue Shares to be allocated
(a) Eligible Directors, employees and business associates of our Group	5,000,000
(b) General Public:	
(i) by way of private placement; and	32,000,000
(ii) by way of public offer/balloting	3,000,000
Total	40,000,000

(a) **Applications By Eligible Employees, Directors and Business Associates of the TTB Group**

Applications for the 5,000,000 Public Issue Shares made available for application by the eligible Directors, employees, and business associates of our Group must be made on the **Pink** Application Forms provided only and NOT by way of other Application Forms or by way of Electronic Share Application.

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Upon the closing of the Application, in the event of under-subscription for the Public Issue Shares reserved for the eligible Directors, employees, and business associates of our Group, such unsubscribed Public Issue Shares may be allocated by way of public offer.

(b) Applications By Way of Private Placement

The private placement procedure will be as follows:-

- (i) The potential investors will be pre-identified by the Placement Agent.
- (ii) The Placement Agent will, on the opening of the Application, send out this Prospectus to pre-identified investors together with the **Blue** Application Forms. Applications for 32,000,000 of the Public Issue Shares must be made on the **Blue** Application Forms provided. Application by way of Electronic Share Application by the pre-identified investors will not be accepted.
- (iii) Upon the closing of the Application, in the event of under-subscription for the Public Issue Shares under Section 18.4(b)(i) above, such unsubscribed Public Issue Shares may be transferred from the private placement tranche and allocated by way of public offer.

(c) Application By Way of Public Offer

The public offer procedures will be as follows:-

- (i) Applications for the 3,000,000 Public Issue Shares made available for application by the public must be made on the **White** Application Forms provided or by way of Electronic Share Application.
- (ii) As the issuing house, MIH will, on the opening of the Application, send out the Prospectus to all ADAs, which are registered Bursa Securities members together with the **White** Application Forms. Malaysians as well as foreign investors could obtain the **White** Application Forms from the respective ADA.
- (iii) Upon the closing of the Application, in the case of over-subscription for the 3,000,000 Public Issue Shares in the public offer, balloting will be carried out by MIH.
- (iv) Upon the closing of the Application, in the case of under-subscription for the Public Issue Shares in the public offer, such unsubscribed Public Issue Shares may be transferred from the public offer tranche and allocated by way of private placement. Nevertheless, the Placement Agent will inform Bursa Securities of the reason for transfer and demonstrate that there is a demand for the Shares under the private placement tranche.

A summary of the application procedures are as set out below:-

Applicants	Application method
Eligible Directors, employees, and business associates of our Group	Pink Application Form only
Pre-identified investors	Blue Application Forms only
Public (eg. corporations, institutions, foreigners etc)	White Application Form only
Public (Individuals)	White Application Form or Electronic Share Application*

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Note:-

Only individual applicants, who are Malaysian citizens residing in Malaysia, with CDS accounts are eligible to apply for the Public Issue Shares using the Electronic Share Application.

Application for the Public Issue Shares shall be made in connection with and subject to the terms of this Prospectus and our Memorandum and Articles of Association.

Applicants may apply for Shares under the private placement tranche or the public offer tranche or both. An applicant who has been successfully allocated Shares under the public offer may also, at the discretion of the Board, be allocated Shares under the private placement and vice versa.

Only 1 Application Form from each applicant will be considered and application must be for 100 Shares or multiples thereof. **Multiple applications under the public tranche will not be accepted. A person who submit multiple applications in his own name or by using the name of others, with or without their consent, commits an offence under Section 87A of the Securities Industry Act, 1983 ("SIA") and if convicted, may be punished with a minimum fine of RM1,000,000 and to a jail term of up to 10 years under Section 88B of the SIA.**

Persons submitting applications by way of Application Forms or Electronic Share Applications **must have a CDS account.**

The amount payable in full on application is RM0.28 per Public Issue Share. Persons submitting applications by way of Applications Forms may not submit applications by way of Electronic Share Applications and vice versa. **A corporation or institution cannot apply for Shares by way of Electronic Share Application.**

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

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

WHERE THE APPLICANT IS A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME AND THE ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE, MUST BE EXACTLY THE SAME AS THAT STATED IN HIS/HER AUTHORITY CARD.

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

No acknowledgement of the receipt of the Application Form or application monies will be made by the Company and/or the issuing house.

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

18.5 APPLICATIONS USING APPLICATION FORMS

18.5.1 Types of Application Forms

The following Application Forms are enclosed with this Prospectus and are deemed to form part hereof:

- (a) **White** Application Forms for application by Malaysian citizens, companies, societies, co-operatives and institutions;
- (b) **Pink** Application Forms for application by eligible Directors, employees, and business associates of our Group; and
- (c) **Blue** Application Forms for application by the identified investors by way of private placement.

White Application Forms together with copies of this Prospectus may be obtained, subject to availability, from KIBB, member companies of Bursa Securities, members of the Association of Banks in Malaysia, members of the Malaysian Investment Banking Association and MIH.

18.5.2 Terms and Conditions for Applications Using Application Forms

Applications for the Issue Shares by way of Application Forms shall be made on, and subject to, the terms and conditions appearing below:

- (a) Applicant who is an individual must be a Malaysian Citizen residing in Malaysia with Malaysian address or Foreign Citizens having a correspondence address in Malaysia. Applicant must have a CDS account.
- (b) Applicant which are corporations/institutions incorporated in Malaysia must have a CDS account and be subject to the following:
 - (i) If the corporation/institution has a share capital, more than half of the issued share capital (excluding preference share capital) is held by Malaysian citizens; and
 - (ii) There is a majority of Malaysian citizens on the board of Directors/trustee.
- (c) Applicant which is a superannuation foundation, provident or pension fund must be established or operating in Malaysia and has a CDS account.
- (d) Applications will not be accepted from trustees, any person under 18 years of age, sole proprietorships, partnerships or other incorporated bodies or associations, other than corporations/institutions referred to in Sections 18.5.2(b) and (c) above or the trustees thereof.
- (e) Foreign citizens having a correspondence address in Malaysia.
- (f) Corporations/institutions incorporated outside Malaysia and having a correspondence address in Malaysia.
- (g) Application for the Public Issues Shares must be made on the respective Application Forms issued together with this Prospectus and must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Form and this Prospectus. In accordance with Section 41(2) of the Securities Commission Act, 1993, the Application Form together with the notes and instructions printed

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

therein is accompanied by this Prospectus. Applications, which do not STRICTLY conform to the terms of this Prospectus or Application Form or notes and instructions printed therein or which are illegible will not be accepted.

(h) EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCE IN RINGGIT MALAYSIA FOR THE FULL AMOUNT PAYABLE BY EITHER:

- BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR; OR
- CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES IN MALAYSIA AND DRAWN ON A BANK IN KUALA LUMPUR; OR
- MONEY ORDER OR POSTAL ORDER (FOR APPLICANTS FROM SABAH AND SARAWAK ONLY); OR
- GUARANTEED GIRO ORDER ("GGO") FROM BANK SIMPANAN NASIONAL MALAYSIA BERHAD; OR
- ATM STATEMENT OBTAINED ONLY FROM:
 - AFFIN BANK BERHAD (formerly known as Affin-ACF Finance Berhad);
 - ALLIANCE BANK MALAYSIA BERHAD;
 - AMBANK (M) BERHAD;
 - CIMB BANK BERHAD (formerly known as Bumiputra-Commerce Bank Berhad);
 - EON BANK BERHAD;
 - HONG LEONG BANK BERHAD;
 - MALAYAN BANKING BERHAD;
 - PUBLIC BANK BERHAD;
 - RHB BANK BERHAD; OR
 - SOUTHERN BANK BERHAD

AND MUST BE MADE OUT IN FAVOUR OF "MIH SHARE ISSUE ACCOUNT NO. 432" AND CROSSED "A/C PAYEE ONLY" (EXCLUDING ATM STATEMENTS) AND ENDORSED ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT. APPLICATIONS ACCOMPANIED BY MODE OF PAYMENT OTHER THAN IN THE MANNER STATED ABOVE OR WITH EXCESS OR INSUFFICIENT REMITTANCES OR INAPPROPRIATE BANKER'S DRAFTS/CASHIER'S ORDERS/CHEQUE ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES/MONEY ORDERS OR POSTAL ORDERS/ ATM STATEMENT/GGO WILL NOT BE ACCEPTED. DETAILS OF REMITTANCES MUST BE COMPLETED IN THE APPROPRIATE BOXES PROVIDED ON THE APPLICATION FORMS.

- (i) AN APPLICANT MUST STATE HIS CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE APPLICATION FORM AND HE SHALL BE DEEMED TO HAVE AUTHORISED BURSA DEPOSITORY TO DISCLOSE INFORMATION PERTAINING TO THE CDS ACCOUNT TO THE ISSUING HOUSE/COMPANY.
- (j) THE NAME AND ADDRESS OF THE APPLICANT MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER'S DRAFT, CASHIER'S ORDER, ATM STATEMENT, MONEY ORDER OR POSTAL ORDER, CHEQUES ISSUED BY

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

PARTICIPATING LICENSED FINANCE COMPANIES OR GGO FROM BANK SIMPANAN NASIONAL MALAYSIA BERHAD.

- (k) Our Directors reserve the right to require any successful applicant to appear in person at the registered office of MIH within 14 days of the date of the notice issued to him to ascertain the regularity or propriety of the application. Our Directors shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
- (l) The issuing house on the authority of our Directors reserves the right to reject applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.
- (m) The issuing house on the authority of our Directors reserves the right not to accept any application or accept any application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting or allocating the Public Issue Shares to a reasonable number of applicants with a view to establishing an adequate market for the Shares.
- (n) Where an application is not accepted or accepted in part only, the full amount or the balance of the application monies, as the case may be, without interest, will be returned and despatched to the applicant within 10 market days from the date of the ballot of the applications lists by ordinary post at the applicant's address last maintained with Bursa Depository or where the application is not accepted due to the applicant not having provided a CDS account, to the address per the National Registration Identity Card or "Resit Pengenalan Sementara (JPN 1/9)" or any valid temporary identity document as issued by the National Registration Department from time to time.
- (o) The applicant shall ensure that his/her personal particulars stated in the Application Form are identical with the records maintained by Bursa Depository. The applicant must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allocation will be sent to his/her registered or correspondence address last maintained with Bursa Depository.
- (p) MIH, acting on the authority of the Directors of the Company, reserves the right to bank in all application monies from unsuccessful applicants and partially successful applicants, which would subsequently be refunded without interest by registered post.
- (q) Each completed Application Form accompanied by the appropriate remittance and legible photocopy of the relevant documents must be despatched by **ORDINARY POST** in the official envelopes provided, to the following address:

Malaysian Issuing House Sdn Bhd
27th Floor, Menara Multi-Purpose
Capital Square
No. 8, Jalan Munshi Abdullah
50100 Kuala Lumpur
P.O. Box 13269
50804 Kuala Lumpur

or **DELIVERED BY HAND AND DEPOSITED** in the Drop-in Boxes provided at the back portion of the Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur, so as to arrive not later than 5:00 p.m. on 27 February 2007.

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Applications may also be delivered in a drive-in-manner at Stadium Hoki Tun Razak, Jalan Duta, Kuala Lumpur on 27 February 2007 between 10:00 a.m. to 5:00 p.m. only.

- (r) Directors and employees of MIH and their immediate families are strictly prohibited from applying for the Public Issue Shares.
- (s) PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE **WHITE APPLICATION FORM** TO MIH.

18.5.3 Private Placement

The applicant must return the completed **BLUE** Application Form and accompanying remittance to the Placement Agent by **ORDINARY POST, COURIER SERVICE OR DELIVERED BY HAND** before the closing of the application for the Public Issue Shares on 27 February 2007, at the following:-

Kenanga Investment Bank Berhad
Suite 17.06, 17th Floor
Kenanga International
Jalan Sultan Ismail
50250 Kuala Lumpur

so as to arrive not later than 5.00 p.m. on 27 February 2007 or such further period or periods, as the Directors of the Company at their discretion may decide. Late applications will not be accepted.

EACH COMPLETED BLUE APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCE IN RINGGIT MALAYSIA FOR THE FULL AMOUNT PAYABLE BY A BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR AND SUCH REMITTANCE MUST BE MADE OUT IN FAVOUR OF "**KENANGA INVESTMENT BANK BERHAD**" (IN RESPECT OF INVESTORS IDENTIFIED BY KIBB) AND CROSSED "**A/C PAYEE ONLY**" AND WRITTEN ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT AND THE SERIAL NUMBER OF THE APPLICATION FORM.

18.6 PROCEDURES FOR APPLICATION AND ACCEPTANCE (USING ELECTRONIC SHARE APPLICATIONS)

18.6.1 Steps for Electronic Share Application through a Participating Financial Institution's ATM

- (a) The applicant must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account.
- (b) The applicant must have a CDS account.
- (c) The applicant is to apply for the Public Issue Shares via the ATM of the Participating Financial Institution by choosing the Electronic Share Application option. Mandatory statements required in the application are set out in Section 18.6.2 below.

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

The applicant is to enter at least the following information through the ATM where the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so:

- Personal Identification Number (PIN);
- MIH Share Issue account number 432;
- CDS account number;

Number of Public Issue Shares applied for and/or the RM amount to be debited from the account; and

Confirmation of several mandatory statements.

18.6.2 Terms and Conditions

The procedures for Electronic Share Application at ATMs of the Participating Financial Institutions are set out on the ATM screens of the relevant Participating Financial Institutions (the "Steps"). The Steps set out the actions that the applicant must take at the ATM to complete an Electronic Share Application. Please read carefully the terms of this Prospectus, the Steps and the terms and conditions for Electronic Share Application set out below before making an Electronic Share Application. Any reference to "applicant" in the terms and conditions for Electronic Share Application and the Steps shall mean the applicant who applies for shares through an ATM of any of the Participating Financial Institutions. Applications must be made in accordance with the procedures set out on the ATM screens of the relevant Participating Financial Institutions and the instructions, terms and conditions printed in this Prospectus.

Only an applicant who is an individual and who is a Malaysian citizen residing in Malaysia and has a CDS account can make an Electronic Share Application.

The applicant must have an existing bank account with, and be an ATM cardholder of, one (1) of the Participating Financial Institutions before he can make an Electronic Share Application at an ATM of that Participating Financial Institution. An ATM card issued by one (1) of the Participating Financial Institutions cannot be used to apply for shares at an ATM belonging to other Participating Financial Institutions. Upon the completion of his Electronic Share Application transaction, the applicant will receive a computer-generated transaction slip ("Transaction Record"), confirming the details of his Electronic Share Application. The Transaction Record is only a record of the completed transaction at the ATM and not a record of the receipt of the Electronic Share Application or any data relating to such an Electronic Share Application by the Company or MIH. The Transaction Record is for retention by the applicant and should not be submitted with any Application Form.

Upon the closing of the offer for the application for the Public Issue Shares, on 27 February 2007 at 5:00 p.m. ("Closing Date and Time"), the Participating Financial Institution shall submit a magnetic tape containing its respective customers' applications for the Public Issue Shares to MIH as soon as practicable but not later than 12.00 p.m. on the second business day after the Closing Date and Time.

An applicant will be allowed to make an Electronic Share Application for shares via an ATM that accepts the ATM cards of the Participating Financial Institution with which he has an account and its branches, subject to the applicant making only one (1) application. An applicant who has a bank account with a Participating Financial Institution and has been issued an ATM card will be allowed to apply for shares via an ATM of that Participating Financial Institution which is situated in another country or place outside of Malaysia, subject to the applicant making only one (1) application.

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

AN APPLICANT MUST ENSURE THAT HE USES HIS OWN CDS ACCOUNT NUMBER WHEN MAKING AN ELECTRONIC SHARE APPLICATION. AN APPLICANT OPERATING A JOINT ACCOUNT WITH ANY PARTICIPATING FINANCIAL INSTITUTION MUST ENSURE THAT HE ENTERS HIS OWN CDS ACCOUNT NUMBER WHEN USING AN ATM CARD ISSUED TO HIM IN HIS OWN NAME. HIS APPLICATION WILL BE REJECTED IF HE FAILS TO COMPLY WITH THE FOREGOING.

The Electronic Share Application shall be made on, and subject to, the terms and conditions contained herein as well as the terms and conditions appearing below:

- (a) The Electronic Share Application shall be made in connection with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.
- (b) The applicant is required to confirm the following statement (by depressing pre-designated keys or buttons on the ATM keyboard) and undertake that the following information given is true and correct:
 - I have attained 18 years of age as at the closing date of the share application;
 - I am a Malaysian citizen residing in Malaysia;
 - I have read the relevant Prospectus and understood and agreed with the terms and conditions of this application;
 - This is the only application that I am submitting; and
 - I hereby give consent to the Participating Financial Institution and Bursa Depository to disclose information pertaining to myself and my account with the Participating Financial Institution and Bursa Depository to MIH and other relevant authorities.

The application will not be successfully completed and cannot be recorded as a completed transaction at the ATM unless the applicant completes all the steps required by the Participating Financial Institution. By doing so, the applicant shall be treated as signifying his confirmation of each of the above statements as well as giving consent in accordance with the relevant laws of Malaysia including Section 97 of the Banking and Financial Institutions Act, 1989 and Section 45 of the Securities Industry (Central Depositories) Act, 1991 to the disclosure by the relevant Participating Financial Institution or Bursa Depository, as the case may be, of any of the applicant's particulars to MIH, or any relevant regulatory bodies.

- (c) THE APPLICANT CONFIRMS THAT HE IS NOT APPLYING FOR SHARES AS A NOMINEE OF ANY OTHER PERSONS AND THAT ANY ELECTRONIC SHARE APPLICATION THAT HE MAKES IS MADE BY HIM AS BENEFICIAL OWNER. THE APPLICANT SHALL ONLY MAKE ONE (1) ELECTRONIC SHARE APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE PUBLIC ISSUE SHARES, WHETHER AT THE ATM OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.
- (d) The applicant must have sufficient funds in his account with the relevant Participating Financial Institution at the time he makes his Electronic Share Application, failing which his Electronic Share Application will not be completed. Any Electronic Share Application, which does not strictly conform to

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

the instructions set out on the screens of the ATM through which the Electronic Share Application is being made will be rejected.

- (e) The applicant agrees and undertakes to subscribe for or purchase and to accept the number of shares applied for as stated on the Transaction Record or any lesser number of shares that may be allotted or allocated to him in respect of his Electronic Share Application. In the event that the Company decides to allot or allocate any lesser number of such shares or not to allot or allocate any shares to the applicant, the applicant agrees to accept any such decision as final. If the applicant's Electronic Share Application is successful, his confirmation (by his action of pressing the designated key or button on the ATM) of the number of shares applied for shall signify, and shall be treated as, his acceptance of the number of shares that may be allotted or allocated to him and to be bound by the Memorandum and Articles of Association of the Company.
- (f) The issuing house on the authority of the Board reserves the right to reject any Electronic Share Application or accept any Electronic Share Application in part only on a non-discriminatory basis without assigning any reason therefor. Due consideration will be given to the desirability of allotting or allocating the shares to a reasonable number of applicants with a view to establishing an adequate market for the shares.
- (g) Where an Electronic Share Application is not successful or successful in part only, the relevant Participating Financial Institution will be informed of the non-successful or partially successful applications. Where the Electronic Share Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into the applicant's account with that Participating Financial Institution within two (2) market days after the receipt of confirmation from MIH. MIH shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two (2) market days after the balloting date. The applicants may check their accounts on the fifth market day from the balloting day.

Where an Electronic Share Application is accepted in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into the applicant's account with the Participating Financial Institution within two (2) market days after the receipt of confirmation from MIH. A number of applications will, however, be held in reserve to replace any successfully balloted applications, which are subsequently rejected. For such applications, which are subsequently rejected, the application monies without interest will be refunded to applicants by MIH by way of cheques issued by MIH. The cheques will be issued to the applicants not later than ten (10) market days from the day of the final ballot of the application.

Should applicants encounter any problems in their applications, they may refer to the Participating Financial Institutions.

- (h) The applicant requests and authorises the Company:-
 - (i) to credit the shares allotted or allocated to the applicant into the CDS account of the applicant; and
 - (ii) to issue share certificate(s) representing such shares allotted or allocated in the name of Bursa Malaysia Depository Nominees Sdn Bhd and send the same to Bursa Depository.
- (i) The applicant, acknowledging that his Electronic Share Application is subject to the risks of electrical, electronic, technical and computer-related faults and

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

breakdowns, fires and other events beyond the control of the Company, MIH or the Participating Financial Institution, irrevocably agrees that if:

- (i) the Company or MIH does not receive the applicant's Electronic Share Application; or
- (ii) data relating to the applicant's Electronic Share Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to the Company or MIH,

the applicant shall be deemed not to have made an Electronic Share Application and the applicant shall not claim whatsoever against the Company, MIH or the Participating Financial Institutions for the shares applied for or for any compensation, loss or damage.

- (j) All particulars of the applicant in the records of the relevant Participating Financial Institution at the time he makes his Electronic Share Application shall be deemed to be true and correct and the Company, MIH and the relevant Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (k) The applicant shall ensure that his personal particulars as recorded by both Bursa Depository and the relevant Participating Financial Institution are correct and identical. Otherwise, his Electronic Share Application is liable to be rejected. The applicant must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allotment or allocation will be sent to his registered or correspondence address last maintained with Bursa Depository.
- (l) By making and completing an Electronic Share Application, the applicant agrees that:
 - (i) in consideration of the Company agreeing to allow and accept the making of any application for shares via the Electronic Share Application facility established by the Participating Financial Institutions at its respective ATMs, his Electronic Share Application is irrevocable;
 - (ii) the Company, the Participating Financial Institutions, Bursa Depository and MIH shall not be liable for any delays, failures or inaccuracies in the processing of data relating to his Electronic Share Application to the Company due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
 - (iii) notwithstanding the receipt of any payment by or on behalf of the Company, the acceptance of the offer made by the applicant to subscribe for and purchase the shares for which the applicant's Electronic Share Application has been successfully completed shall be constituted by the issue of notices of successful allotment for prescribed securities, in respect of the said shares;
 - (iv) the applicant irrevocably authorises Bursa Depository to complete and sign on his behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the shares allotted or allocated to the applicant; and
 - (v) we agree that, in relation to any legal action or proceedings arising out of or in connection with the contract between the parties and/or the Electronic Share Application scheme and/or any terms herein, all rights,

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that the Company irrevocably submits to the jurisdiction of the Courts of Malaysia.

- (m) Our Board reserves the right to require any successful applicant to appear in person at the registered office of MIH within fourteen (14) days of the date of the notice issued to him to ascertain the regularity or propriety of the application. The Board shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
- (n) The issuing house on the authority of our Board reserves the right to reject applications, which do not conform to these instructions.
- (o) Electronic Share Applications may be made through an ATM of the following Participating Financial Institutions and their branches:-
 - AFFIN BANK BERHAD (formerly known as Affin-ACF Finance Berhad);
 - AMBANK (M) BERHAD;
 - BANK MUAMALAT MALAYSIA BERHAD;
 - CIMB BANK BERHAD (formerly known as Bumiputra-Commerce Bank Berhad);
 - EON BANK BERHAD;
 - HSBC BANK MALAYSIA BERHAD;
 - MALAYAN BANKING BERHAD;
 - OCBC BANK (MALAYSIA) BERHAD; OR
 - STANDARD CHARTERED BANK MALAYSIA BERHAD (at selected branches only).
- (p) A surcharge of RM2.50 per Electronic Share Application will be charged by the respective Participating Financial Institutions.

18.7 PROCEDURES FOR APPLICATION AND ACCEPTANCE (USING APPLICATION FORM)

The issuing house on the authority of our Board reserves the right not to accept any application which does not strictly comply with the instructions or to accept any application in part only without assigning any reason therefor.

The submission of an Application Form does not necessarily mean that the application will be successful.

ALL APPLICATIONS MUST BE FOR 100 ORDINARY SHARES OR MULTIPLES THEREOF.

In the event of an over-subscription, acceptance of applications shall be subject to ballot to be conducted in the manner approved by our Board. Due consideration will be given to the desirability of distributing the Public Issue Shares, to a reasonable number of applicants with a view to broadening the shareholding base and establishing an adequate market in the shares of the Company. Pursuant to the Listing Requirements, at least 25% of the enlarged issued and paid-up share capital of our Company must be held by a minimum number of 1,000 public shareholders holding not less than 100 shares each upon admission to the MESDAQ Market. In the event that

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

the above requirement is not met pursuant to the Public Issue, our Company may not be allowed to proceed with the Listing. In the event thereof, monies paid in respect of all applications will be returned without interest if the said permission for Listing is not granted. Applicants will be selected in a manner to be determined by our Board.

Any of the Public Issue Shares not subscribed by the eligible Directors, employees, and business associates of our Group, such shares will be made available for application by the public and/or selected investors via placement.

In the event of under-subscription by the public, all the Shares not applied for will be made available for subscription to selected investors via placement. Any further number of the Public Issue Shares not subscribed for will be allocated to KIBB.

WHERE AN APPLICATION IS NOT ACCEPTED OR ACCEPTED IN PART ONLY, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST AND SHALL BE DESPATCHED BY ORDINARY POST OR REGISTERED POST RESPECTIVELY TO THE APPLICANT WITHIN 10 MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION AT THE ADDRESS REGISTERED WITH BURSA DEPOSITORY AT THE APPLICANT'S OWN RISK.

NO APPLICATION SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY REASON OF THE REMITTANCES HAVING BEEN PRESENTED FOR PAYMENT.

MIH RESERVES THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL APPLICANTS AND FROM PARTIALLY SUCCESSFUL APPLICANTS. REFUND MONIES IN RESPECT OF UNSUCCESSFUL APPLICANTS WHOSE MONIES HAVE BEEN BANKED-IN AND PARTIALLY SUCCESSFUL APPLICANTS WILL BE REFUNDED WITHOUT INTEREST AND SHALL BE DESPATCHED TO THE APPLICANTS WITHIN 10 MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION BY REGISTERED POST AT THE ADDRESS REGISTERED WITH BURSA DEPOSITORY AT THE APPLICANT'S OWN RISK.

18.8 CDS ACCOUNTS

Pursuant to Section 29 of the Securities Industry (Central Depositories) Act, 1991, all dealings in the Public Issue Shares will be by book entries through CDS account. No share certificates will be issued to successful applicants.

Only an applicant who has a CDS account can make an application by way of an Application Form. An applicant should state his CDS account number in the space provided on the Application Form and he/she shall be deemed to have authorised Bursa Depository to disclose information pertaining to the CDS account to MIH/the Company. Where an applicant does not presently have a CDS account, he/she should open a CDS account at an ADA prior to making an application for the Public Issue Shares.

In the case of an application by way of Electronic Share Application, only an applicant who has a CDS account can make an Electronic Share Application and the applicant shall furnish his CDS account number to the Participating Financial Institution by way of keying in his CDS account number if the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so.

Failure to comply with these specific instructions or inaccuracy in the CDS account number, arising from use of invalid, third party or nominee accounts, may result in the application being rejected. If a successful applicant fails to state his/her CDS account number, the issuing house on the authority of the Company will reject the application. The issuing house on the authority of the Board also reserves the right to reject any incomplete and inaccurate application. Applications may also be rejected if the applicants' particulars provided in the Application Forms, or in the case of Electronic

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Share Application, if the records of the Participating Financial Institutions at the time of making the Electronic Share Application differ from those in Bursa Depository's records, such as the identity card number, name and nationality.

18.9 NOTICE OF ALLOTMENT

Shares allotted to all successful or partially successful applicants will be credited to their respective CDS accounts. A notice of allotment will be despatched to the successful or partially successful applicant at his address last maintained with Bursa Depository at the applicant's own risk prior to the listing of TTB. For Electronic Share Application, the notice of allotment will be despatched to the successful or partially successful applicant at his address last maintained with Bursa Depository at the applicant's own risk prior to the listing of TTB. This is the only acknowledgement of acceptance of the application.

All applicants must inform Bursa Depository of his/her updated address promptly by adhering to certain rules and regulation of the Bursa Depository, failing which, the notification letter on successful allotment shall be sent to the applicant's address last maintained with Bursa Depository.

Applicants may also check the status of their application by logging on to the MIH website at www.mih.com.my or by calling their respective ADAs at the telephone number as stated in Section 18.10 of this Prospectus or MIH Enquiry Services at 03-2693 2075 (10 lines), between five (5) to ten (10) market days (during office hours only) after the balloting date.

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18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

18.10 LIST OF ADAs

The list of ADAs and their respective Broker codes is as follows:-

Name	Address and Telephone Number	Broker Code
KUALA LUMPUR		
A. A. ANTHONY SECURITIES SDN BHD	N-1-3, Plaza Damas 60, Jalan Sri Hartamas 1 Sri Hartamas 50480 Kuala Lumpur Tel No: 03-62011155	078-004
AFFIN INVESTMENT BANK BERHAD <i>(formerly known as Affin Securities Sdn Bhd)</i>	Level 3, Chulan Tower No.3, Jalan Conlay 50450 Kuala Lumpur Tel No: 03-21438668	028-001
AMSECURITIES SDN BHD	15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20782788	086-001
AVENUE SECURITIES SDN BHD	3rd Floor, Wisma Genting Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21781888	052-001
AVENUE SECURITIES SDN BHD	Ground Floor & Level 1 THB Satu, Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No: 03-20891800	052-009
BIMB SECURITIES SDN BHD	1st & 2nd Floor, Podium Block AMDB Building No. 1, Jalan Lumut 50400 Kuala Lumpur Tel No: 03-40433533	024-001
CIMB INVESTMENT BANK BERHAD <i>(formerly known as CIMB Securities Sdn Bhd)</i>	9th Floor, Commerce Square Jalan Semantan, Damansara Heights 50490 Kuala Lumpur Tel No: 03-20849999	065-001
MIMB INVESTMENT BANK BERHAD <i>(formerly known as EONCAP Securities Sdn Bhd)</i>	Level 18, Menara EON Bank 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No: 03-26928899	061-001

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
KUALA LUMPUR (Cont'd)		
HLG SECURITIES SDN BHD	Level 8, Menara HLA No. 3, Jalan Kia Peng 50450 Kuala Lumpur Tel No: 03-21681168	066-001
HWANG-DBS SECURITIES BERHAD	2nd Floor, Bangunan AHP No. 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr. Ismail 60000 Kuala Lumpur Tel No: 03-77106688	068-009
HWANG-DBS SECURITIES BERHAD	Nos. 34-5, 36-5, 38-5, 40-5, 42-5 & 44-5 5th Floor, Cheras Commercial Centre Jalan 5/101C Off Jalan Kaskas, 5th Mile Cheras 56100 Kuala Lumpur Tel No: 03-91303399	068-012
HWANG-DBS SECURITIES BERHAD	Suite 7-03, 7th Floor Suite 12-02 & Part of Suite 12-01 12th Floor, Menara Keck Seng 203 Jalan Bukit Bintang 55100 Kuala Lumpur Tel No: 03-27112775	068-014
INTER-PACIFIC SECURITIES SDN BHD	West Wing, Level 13 Berjaya Times Square No. 1, Jalan Imbi 55100 Kuala Lumpur Tel No: 03-21171888	054-001
INTER-PACIFIC SECURITIES SDN BHD	Ground Floor, 7-0-8 Jalan 3/109F Danau Business Centre, Danau Desa 58100 Kuala Lumpur Tel No: 03-79847796	054-003
INTER-PACIFIC SECURITIES SDN BHD	Stesyen Minyak PROJET Jalan 1/116B, Off Jalan Kuchai Lama Kuchai Entrepreneur Park 58200 Kuala Lumpur Tel No: 03-79818811	054-005
JUPITER SECURITIES SDN BHD	7th-9th Floor, Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20341888	055-001
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	8th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21649080	073-001

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
KUALA LUMPUR (Cont'd)		
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	No. 57-10, Level 10 The Boulevard, Mid Valley City Lingkaran Syed Putra 59000 Kuala Lumpur Tel No: 03-22871799	073-015
KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD	11th – 14th Floor, Chulan Tower No. 3, Jalan Conlay 50450 Kuala Lumpur Tel No: 03-21688800	053-001
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21667922	076-001
KUALA LUMPUR CITY SECURITIES SDN BHD	Ground, 1st & 2nd Floor No. 33, Plaza Crystaville Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel No: 03-62033366	076-010
M & A SECURITIES SDN BHD	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel No: 03-22821820	057-002
MAYBAN SECURITIES SDN BHD	Level 5-13, MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No: 03-22978888	098-001
MERCURY SECURITIES SDN BHD	Lot 6-05, Level 6 Tower Block, Menara Milenium 8, Jalan Damanlela, Bukit Damansara 50490 Kuala Lumpur Tel No: 03-20942828	093-002
MIDF SISMA SECURITIES SDN BHD	17th & 18th Floor, Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-21668888	026-001
OSK SECURITIES BERHAD	20th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No: 03-23338333	056-001
OSK SECURITIES BERHAD	No 62 & 64, Vista Magna Jalan Prima, Metro Prima 52100 Kuala Lumpur Tel No: 03-62575869	056-028

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
KUALA LUMPUR (Cont'd)		
OSK SECURITIES BERHAD	Ground Floor, No. M3-A-7 & M3-A-8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel No: 03-42804798	056-054
OSK SECURITIES BERHAD	Ground, 1 st , 2 nd & 3 rd Floor No. 55, Zone J4 Jalan Radin Anum Bandar Baru Seri Petaling 57000 Kuala Lumpur Tel No: 03-90587222	056-058
PUBLIC INVESTMENT BANK BERHAD <i>(formerly known as PB Securities Sdn Bhd)</i>	27th Floor, Public Bank Building No. 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No: 03-20313011	051-001
PM SECURITIES SDN BHD	Ground, Mezzanine, 1 st and 10 th Floor, Menara PMI No. 2, Jalan Changkat Ceylon 50200 Kuala Lumpur Tel No: 03-21463000	064-001
RHB INVESTMENT BANK BERHAD <i>(formerly known as RHB Securities Sdn Bhd)</i>	Level 9, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-92852233	087-001
TA SECURITIES HOLDINGS BERHAD	Floor 13, 15-18, 20, 23, 28-30, 34 & 35 Menara TA One No. 22, Jalan P. Ramlee 50250 Kuala Lumpur Tel No: 03-20721277	058-003
SELANGOR DARUL EHSAN		
AFFIN INVESTMENT BANK BERHAD <i>(formerly known as Affin Securities Sdn Bhd)</i>	2nd, 3rd & 4th Floor Wisma Amsteel Securities No. 1, Lintang Pekan Baru Off Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-33439999	028-002
AFFIN INVESTMENT BANK BERHAD <i>(formerly known as Affin Securities Sdn Bhd)</i>	Lot 229, 2nd Floor, The Curve No. 6, Jalan PJU 7/3 Mutiara Damansara 47800 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77298016	028-003
AFFIN INVESTMENT BANK BERHAD <i>(formerly known as Affin Securities Sdn Bhd)</i>	No.1, Jalan 52/16 46200 Petaling Jaya Selangor Darul Ehsan Tel No: 03-79553281	028-004

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
SELANGOR DARUL EHSAN (Cont'd)		
AMSECURITIES SDN BHD	4 th Floor, Plaza Damansara Utama No. 2, Jalan SS21/60 47400 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77106613	086-003
HWANG-DBS SECURITIES BERHAD	16th, 18th-20th Floor, Plaza Masalam No. 2, Jalan Tengku Ampuan Zabedah E9/E Section 9 40100 Shah Alam Selangor Darul Ehsan Tel No: 03-55133288	068-002
HWANG-DBS SECURITIES BERHAD	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No. 7, Jalan SS 16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No: 03-56356688	068-010
JF APEX SECURITIES BERHAD	6th Floor, Menara Apex Off Jalan Semenyih Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel No: 03-87361118	079-001
JF APEX SECURITIES BERHAD	15th & 16th Floor Menara Choy Fook On No. 1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel No: 03-76201118	079-002
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	13th Floor, Menara Yayasan Selangor No. 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel No: 03-79562169	073-005
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	1st Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel No: 03-80241682	073-006
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	Room 7.02, Level 7, Menara ING Intan Millenium Square No. 68, Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Darul Ehsan Tel No: 03-30057550	073-007

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
SELANGOR DARUL EHSAN (Cont'd)		
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	Lot 240, 2nd Floor, The Curve No.6, Jalan PJU 7/3 Mutiara Damansara 47800 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77259095	073-016
SBB SECURITIES SDN BHD	1 st , 2nd & 3 rd Floor Plaza Damansara Utama No. 2, Jalan SS21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77297345	090-002
KUALA LUMPUR CITY SECURITIES SDN BHD	Ground Floor No. 1503B, Jalan Besar 43300 Seri Kembangan Selangor Darul Ehsan Tel No: 03-89457922	076-013
OSK SECURITIES BERHAD	24, 24M, 24A, 26M, 28M, 28A & 30 Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel No: 03-78736366	056-011
OSK SECURITIES BERHAD	No. 37, Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel No: 03-87363378	056-045
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 15, Jalan Bandar Rawang 4 48000 Rawang Selangor Darul Ehsan Tel No: 03-60928916	056-047
OSK SECURITIES BERHAD	Ground & Mezzanine Floor No. 87 & 89, Jalan Susur Pusat Pemiagaan NBC Batu 1½, Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-33439180	056-048
PM SECURITIES SDN BHD	No. 157 & 159, Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel No: 03-80700773	064-003
PM SECURITIES SDN BHD	No. 44G, 42G & 42B, Jalan SS 21/35 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77223081	064-010

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
SELANGOR DARUL EHSAN (Cont'd)		
PM SECURITIES SDN BHD	No. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel No: 03-33415300	064-007
SJ SECURITIES SDN BHD	Level 3, Holiday Villa No. 9, Jalan SS 12/1, Subang Jaya 47500 Petaling Jaya Selangor Darul Ehsan Tel No: 03-56340202	096-001
TA SECURITIES HOLDINGS BERHAD	No. 2-1, 2-2, 2-3 & 4-2 Jalan USJ 9/5T, Subang Business Centre 47620 UEP Subang Jaya Selangor Darul Ehsan Tel: 03-80251880	058-005
MELAKA		
AVENUE SECURITIES SDN BHD	71A & 73A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel: 06-2881720	052-008
MALACCA SECURITIES SDN BHD	No. 1, 3 & 5, Jalan PPM9 Plaza Pandan Malim (Business Park) Balai Panjang, P. O. Box 248 75250 Melaka Tel No: 06-3371533	012-001
MERCURY SECURITIES SDN BHD	No. 81B & 83B, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel No: 06-2921898	093-003
OSK SECURITIES BERHAD	579, 580 & 581 Taman Melaka Raya 75000 Melaka Tel No: 06-2825211	056-003
PM SECURITIES SDN BHD	No. 11 & 13, Jalan PM2 Plaza Mahkota 75000 Melaka Tel No: 06-2866008	064-006
RHB SECURITIES SDN BHD	Lot 9 & 10, 1st Floor Tabung Haji Building Jalan Bandar Kaba 75000 Melaka Tel No: 06-2833622	087-002
PERAK DARUL RIDZUAN		
AVENUE SECURITIES SDN BHD	No. 63 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2422828	052-002

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
PERAK DARUL RIDZUAN (Cont'd)		
AVENUE SECURITIES SDN BHD	No. 7B-1, Jalan Laman Intan Bandar Baru Teluk Intan 36000 Teluk Intan Perak Darul Ridzuan Tel: 05-6222828	052-006
AVENUE SECURITIES SDN BHD	No. 2, Jalan Selamat Greentown 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2421833	052-011
TA SECURITIES HOLDINGS BERHAD	Ground, 1 st & 2nd Floor, Plaza Teh Teng Seng No. 227, Jalan Raja Permaisuri Bainun 30250 Ipoh Perak Darul Ridzuan Tel No: 05-2531313	058-001
HWANG-DBS SECURITIES BERHAD	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No: 05-8060888	068-003
HWANG-DBS SECURITIES BERHAD	Ground & 1 st Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2559988	068-015
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6910910	076-008
M & A SECURITIES SDN BHD	M & A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel No: 05-2419800	057-001
MAYBAN SECURITIES SDN BHD	B-G-04 (Ground Floor), Level 1 & 2 42, Persiaran Greentown 1 Pusat Dagangan Greentown 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2453400	098-002
OSK SECURITIES BERHAD	21-25, Jalan Seenivasagam Greentown 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2415100	056-002

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
PERAK DARUL RIDZUAN (Cont'd)		
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 17, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel No: 05-6236498	056-014
OSK SECURITIES BERHAD	1 st Floor, No. 23 & 25 Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6921228	056-016
OSK SECURITIES BERHAD	Ground Floor 28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel No: 05-7231888	056-018
OSK SECURITIES BERHAD	Ground Floor, No. 40, 42 & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel No: 05-8088229	056-034
OSK SECURITIES BERHAD	No. 72, Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel No: 05-4671801	056-044
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 181, Jalan Besar 31100 Sungai Siput Perak Darul Ridzuan Tel No: 05-5951001	056-049
OSK SECURITIES BERHAD	Ground Floor, No. 2, Jalan Wawasan 4 Taman Wawasan 34200 Parit Buntar Perak Darul Ridzuan Tel No: 05-7170888	056-052
SBB SECURITIES SDN BHD	51-53, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2530888	090-001
PULAU PINANG		
A.A. ANTHONY SECURITIES SDN BHD	1st Floor, Bangunan Heng Guan 171, Jalan Burmah 10050 Pulau Pinang Tel No: 04-2299318	078-002

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
PULAU PINANG (Cont'd)		
A.A. ANTHONY SECURITIES SDN BHD	No. 2, Jalan Perniagaan 2 Pusat Perniagaan Alma 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5541388	078-003
AVENUE SECURITIES SDN BHD	No. 111, Jalan Macalister 10400 Pulau Pinang Tel No: 04-2281868	052-003
AVENUE SECURITIES SDN BHD	7th Floor, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2283355	052-010
CIMB INVESTMENT BANK BERHAD <i>(formerly known as CIMB Securities Sdn Bhd)</i>	Ground Floor Suite 1.01, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2911833	065-003
HWANG-DBS SECURITIES BERHAD	Level 2, 3, 4, 7 & 8, Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No: 04-2636996	068-001
HWANG-DBS SECURITIES BERHAD	Ground, 1st & 2nd Floor 1620 & 1621, Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5372882	068-006
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	Lot 1.02, Level 1, Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2106666	073-013
MERCURY SECURITIES SDN BHD	Ground, 1st, 2nd & 3rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai, Pulau Pinang Tel No: 04-3322123	093-001
OSK SECURITIES BERHAD	64, Bishop Street 20E, 20F & 20G, Penang Street 10200 Pulau Pinang Tel No: 04-2634222	056-004
OSK SECURITIES BERHAD	Ground, 1 st & 2 nd Floor No. 2677, Jalan Chain Ferry Taman Inderawasih 13600 Prai Pulau Pinang Tel No: 04-3900022	056-005

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
PULAU PINANG (Cont'd)		
OSK SECURITIES BERHAD	Ground & Upper Floor No. 11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5402888	056-015
OSK SECURITIES BERHAD	No. 834 Jalan Besar, Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel No: 04-5831888	056-032
OSK SECURITIES BERHAD	Ground & 1st Floor No. 15-G-5, 15-G-6, 15-1-5 & 15-1-6 Medan Kampung Relau (Bayan Point) 11950 Pulau Pinang Tel No: 04-6404888	056-042
PM SECURITIES SDN BHD	Level 25, Menara BHL 51, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2273000	064-004
INTER-PACIFIC SECURITIES SDN BHD	6th, 10th & 12th Floor Mayban Trust Building 3, Penang Street 10200 Pulau Pinang Tel No: 04-2626644	054-002
PERLIS INDERA KAYANGAN		
KUALA LUMPUR CITY SECURITIES SDN BHD	2nd Floor, Podium Block KWSP Building 01000 Kangar Perlis Indra Kayangan Tel No: 04-9765200	076-003
KEDAH DARUL AMAN		
HWANG-DBS SECURITIES BERHAD	No. 70 A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No: 04-4256666	068-011
KUALA LUMPUR CITY SECURITIES SDN BHD	2nd Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel No: 04-7317088	076-004
OSK SECURITIES BERHAD	Ground Floor, Swiss Inn Hotel No. 1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel No: 04-4204888	056-017

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
KEDAH DARUL AMAN (Cont'd)		
OSK SECURITIES BERHAD	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel No: 04-4964888	056-019
OSK SECURITIES BERHAD	Ground & 1st Floor 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel No: 04-7209888	056-021
NEGERI SEMBILAN DARUL KHUSUS		
HWANG-DBS SECURITIES BERHAD	Ground & 1st Floor 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7612288	068-007
HWANG-DBS SECURITIES BERHAD	No. 6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-4553188	068-013
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7641641	056-024
OSK SECURITIES BERHAD	1st Floor, No. 3601, Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel No: 06-4421000	056-037
OSK SECURITIES BERHAD	1st & 2nd Floor No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-4553011	056-040
OSK SECURITIES BERHAD	Ground & Mezzanine Floor No. 346 & 347, Batu ½ Jalan Pantai 71000 Port Dickson Negeri Sembilan Darul Khusus Tel No: 06-6461234	056-046
PM SECURITIES SDN BHD	1st, 2nd & 3rd Floor 19-21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7623131	064-002

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
JOHOR DARUL TAKZIM		
A.A. ANTHONY SECURITIES SDN BHD	Level 6 & 7, Menara MSC Cyberport No. 5, Jalan Bukit Meldrum 80300 Johor Bahru Tel No: 07-3332000	078-001
A.A. ANTHONY SECURITIES SDN BHD	42-8, Main Road Kulai Besar 81000 Kulai Johor Darul Takzim Tel No: 07-6636658	078-005
A.A. ANTHONY SECURITIES SDN BHD	No. 70, 70-01, 70-02 Jalan Rosmerah 2/17 Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel No: 07-3513218	078-006
AMSECURITIES SDN BHD	2 nd & 3 rd Floor, Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4342282	086-002
AVENUE SECURITIES SDN BHD	No. 57, 59 & 61, Jalan Ali 84000 Muar Johor Darul Takzim Tel No: 06-9532222	052-004
AVENUE SECURITIES SDN BHD	Ground Floor No. 234, Jalan Besar Taman Semberong Baru 83700 Yong Peng Johor Darul Takzim Tel No: 07-4678885	052-005
HWANG-DBS SECURITIES BERHAD	Level 7, Johor Bahru City Square (Office Tower) 106-108 Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2222692	068-004
INTER-PACIFIC SECURITIES SDN BHD	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2231211	054-004
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	Level 2, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-3333600	073-004
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	No. 31 Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel No: 06-9542711	073-008

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
JOHOR DARUL TAKZIM (Cont'd)		
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	No. 34 Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No: 07-9333515	073-009
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	No. 33 & 35 (Ground & 1st Floor A&B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel No: 07-7771161	073-010
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	No. 4, Jalan Dataran 1 Taman Bandar Tangkak 84900 Tangkak Johor Darul Takzim Tel No: 06-9782292	073-011
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 46 & 48 Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel No: 07-7717922	076-006
OSK SECURITIES BERHAD	6th Floor, Wisma Tiong-Hua 8 Jalan Keris, Taman Sri Tebrau 80050 Johor Bahru Johor Darul Takzim Tel No: 07-2788821	056-006
OSK SECURITIES BERHAD	53, 53-A & 53-B, Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4380288	056-009
OSK SECURITIES BERHAD	No. 33-1, 1 st & 2 nd Floor Jalan Ali 84000 Muar Johor Darul Takzim Tel No: 07-6868018	056-025
OSK SECURITIES BERHAD	Ground & 1st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel No: 07-5577628	056-029
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 3, Jalan Susur Utama 2/1 Taman Utama 85000 Segamat Johor Darul Takzim Tel No: 07-9321543	056-030

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
JOHOR DARUL TAKZIM (Cont'd)		
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 17 Jalan Manggis 86000 Kluang Johor Darul Takzim Tel No: 07-7769655	056-031
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel No: 07-6626288	056-035
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel No: 06-9787180	056-038
OSK SECURITIES BERHAD	1st Floor, No. 2 Jalan Makmur, Taman Sri Aman 85300 Labis Johor Darul Takzim Tel No: 07-9256881	056-039
OSK SECURITIES BERHAD	Ground & 1 st Floor No.1 & 1-01, Jalan Rosmerah 2/11 Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel No: 07-3522293	056-043
PM SECURITIES SDN BHD	Suite 5.1, Level 5, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-2781813	064-005
PM SECURITIES SDN BHD	Ground & 1 st Floor No.43 & 43A, Jalan Penjaja 3 Taman Kim's Park Business Centre 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4333608	064-008
PM SECURITIES SDN BHD	Ground Floor No. 118, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No: 07-9333418	064-009
PAHANG DARUL MAKMUR		
AVENUE SECURITIES SDN BHD	B62, Ground Floor Lorong Tuin Ismail 8, Sri Dagangan II 25000 Kuantan Pahang Darul Makmur Tel No: 09-5171698	052-007

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
PAHANG DARUL MAKMUR (Cont'd)		
KUALA LUMPUR CITY SECURITIES SDN BHD	A-397, A-399 & A-401 Taman Sri Kuantan III, Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel No: 09-5660800	076-002
OSK SECURITIES BERHAD	A-27 & A-29, Lorong Tun Ismail 9 Seri Dagangan Kuantan Business Centre 25000 Kuantan Pahang Darul Makmur Tel No: 09-5163811	056-007
OSK SECURITIES BERHAD	Ground Floor, 98 Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel No: 09-2234943	056-022
OSK SECURITIES BERHAD	Ground Floor No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel No: 05-4914913	056-041
KELANTAN DARUL NAIM		
KUALA LUMPUR CITY SECURITIES SDN BHD	Lot 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Darul Naim Tel No: 09-7432588	076-007
OSK SECURITIES BERHAD	Ground & 1st Floor No. 3953-H Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel No: 09-7430077	056-020
TA SECURITIES HOLDINGS BERHAD	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No: 09-7432288	058-004
TERENGGANU DARUL IMAN		
FA SECURITIES SDN BHD	No. 51 & 51A Ground, Mezzanine & 1st Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6238128	021-001

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
TERENGGANU DARUL IMAN (Cont'd)		
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 1D, Ground & Mezzanine No. 1E, Ground, Mezzanine 1st & 2nd Floor, Jalan Air Jernih 20300 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6317922	076-009
OSK SECURITIES BERHAD	Ground & 1 st Floor, 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel No: 09-8502730	056-027
OSK SECURITIES BERHAD	31A, Ground Floor 31A & 31B, 1 st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6261816	056-055
SABAH		
AVENUE SECURITIES SDN BHD	Aras 8, Wisma Great Eastern 68, Jalan Gaya 88000 Kota Kinabalu Sabah Tel No: 088-236188	052-012
HWANG-DBS SECURITIES BERHAD	Room Nos. 106-109, Mezzanine Floor Room Nos. 207-212, 2nd Floor Gaya Centre, Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel No: 088-311688	068-008
INNOSABAH SECURITIES BERHAD	11, Equity House, Block K Sadong Jaya, Karamunsing 88100 Kota Kinabalu Sabah Tel No: 088-234090	020-001
KUALA LUMPUR CITY SECURITIES SDN BHD	Suite 1-9-E1, 9th Floor, CPS Tower No. 1, Jalan Centre Point 88000 Kota Kinabalu Sabah Tel No: 088-253922	076-005
OSK SECURITIES BERHAD	5th Floor, Wisma BSN Sabah Jalan Kamajuan Karamunsing 88000 Kota Kinabalu Sabah Tel No: 088-269788	056-010

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
SABAH (Cont'd)		
OSK SECURITIES BERHAD	Ground Floor, Block 2 Lot 4 & Lot 5, Bandar Indah, Mile 4 North Road 91000 Sandakan Sabah Tel No: 089-222275	056-057
SARAWAK		
CIMB INVESTMENT BANK BERHAD <i>(formerly known as CIMB Securities Sdn Bhd)</i>	Level 1, Wisma STA 26, Jalan Datuk Abang Abdul Rahim 93450 Kuching, Sarawak Tel No: 082-358606	065-004
TA SECURITIES HOLDINGS BERHAD	12G, H & I, Jalan Kampong Datu 96000 Sibul Sarawak Tel No: 084-319998	058-002
TA SECURITIES HOLDINGS BERHAD	2nd Floor, (Bahagian Hadapan) Bangunan Binamas, Lot 138 Section 54, Jalan Pandung 93100 Kuching Sarawak Tel No: 082-236333	058-006
HWANG-DBS SECURITIES BERHAD	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel No: 082-236999	068-005
HWANG-DBS SECURITIES BERHAD	192, Bintulu Parkcity Commerce Square Lot 3478, Bintulu Town District 97000 Bintulu Sarawak Tel No: 086-330008	068-016
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel No: 085-435577	073-002
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel No: 082-338000	073-003
KENANGA INVESTMENT BANK BERHAD <i>(formerly known as K&N Kenanga Bhd)</i>	No. 11-12 (Ground & 1 st Floor) Lorong Kampung Datu 3 96000 Sibul Sarawak Tel No: 084-313855	073-012

18. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
SARAWAK (Cont'd)		
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 32, 1st Floor Jalan Bako 96000 Sibul Sarawak Tel No: 084-347922	076-012
OSK SECURITIES BERHAD	Ground, 1 st & 6 th Floor Wisma Chinese Chambers Lot 357, Section 47, K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching Sarawak Tel No: 082-422252	056-008
OSK SECURITIES BERHAD	Lot 1268, 1st & 2nd Floor Lot 1269, 2nd Floor Centre Point Commercial Centre Jalan Melayu 98000 Miri Sarawak Tel No: 085-422788	056-012
OSK SECURITIES BERHAD	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibul Sarawak Tel No: 084-329100	056-013
OSK SECURITIES BERHAD	Ground Floor No. 10 Jalan Bersatu 96100 Sarikei Sarawak Tel No: 084-654100	056-050
OSK SECURITIES BERHAD	Ground Floor No. 177, Taman Sri Dagang 97000 Bintulu Sarawak Tel No: 086-311770	056-053
OSK SECURITIES BERHAD	Ground & 1 st Floor Lot 1085, Jalan Buangsiol 98700 Limbang Sarawak Tel No: 085-213188	056-060

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