

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

with the financial reporting requirements and the supervision of our accounting staff. He was subsequently promoted to his current position as Chief Financial Officer in February 2009.

(ii) Ms Yang Hongmei

Ms Yang Hongmei, aged 33, a citizen of China, is our Deputy General Manager for footwear production and R&D. Having completed her secondary school education in 1993, she worked as a Supervisor in charge of the production line in Guangzhou Tianhe Tuo Wei Footwear Company (广州天河区拓威鞋业公司) from 1994 to 1998.

From 1999 to 2000, she was a housewife. Before she joined Xingquan Plastics, she worked in Quanzhou Luojiang Hecheng Company (泉州洛江和诚公司) as Supervisor of Development from 2001 to 2003.

In 2003, she was employed as a technician in Xingquan Plastics. In 2005, she joined Addnice Sports as a supervisor in charge of footwear production and was recently promoted to Deputy General Manager by Addnice Sports to oversee the footwear production and R&D in February 2009.

Yang Hongmei has 15 years of experience in the footwear industry. As our Group's Deputy General Manager, she is responsible for overseeing our footwear production and R&D.

(iii) Mr Wu Xiangdong

Mr Wu Xiangdong, aged 38, a citizen of China, is our Deputy General Manager for shoe sole production and R&D. He graduated from Anqing Teachers College (安庆师范学院) with a Certificate of Chinese Literature in 1992.

Wu Xiangdong has over 17 years of experience in the footwear industry. Prior to joining our Group, Mr Wu was engaged by Taiwan Qinglu Group (福建台湾清禄集团) from 1992 to 1999 as a supervisor in charge of technical production of shoes.

In 2000, he joined Xingquan Plastics as a Deputy Manager in charge of shoe sole production, technical operation and management. In 2006, he was promoted to his present position in as our Group's Deputy General Manager for shoe sole production and R&D.

(iv) Mr Cai Ningtai

Mr Cai Ningtai, aged 38, a citizen of China, is our Deputy General Manager for sales. He graduated from the Junior High School in 1987 and in 1989, was employed as a supervisor in Yanshang Shoe Factory where he was responsible for sales and marketing activities of the company. In 1995, he was appointed as Sales Manager by Jinjiang Xingquan. In 2000, Cai Ningtai was promoted as Deputy General Manager of Xingquan Plastics. He was also appointed as Deputy General Manager of Addnice Sports in 2006.

He has 20 years of experience in the footwear industry and is currently responsible for planning and overseeing our Group's sales and marketing activities.

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

(v) Mr Zhang Xiangyou

Mr Zhang Xiangyou, aged 47, a citizen of China, is our Group's Procurement Manager. He graduated from the Junior High School in 1979.

From 1980 to 1989, he was working in Lian Hu Xiang Lian He Cun Village Committee as an accounting staff. Mr Zhang Xiangyou joined Yanshang Shoe Factory as a Purchasing Manager in 1989 where he was responsible for purchasing the raw material for the company. In 1995, he was appointed as a Purchasing Manager by Jinjiang Xingquan. In 2000, he joined Xingquan Plastics as a Purchasing Manager and in 2006, his role expanded to cover that of Addnice Sports. In 2008, he was appointed as Deputy General Manager by Addnice Sports in charge of purchasing of raw material.

Mr Zhang Xiangyou has over 20 years of experience in the footwear industry. As a Deputy General Manager and Purchasing Manager in Addnice Sports and Xingquan Plastics, he is responsible for the purchase of raw materials and to ensure the adequacy of raw material for production and monitoring the stock of raw material.

13.2.2 Our Key Management's Shareholding

None of our key management has interest in our Shares before and after the IPO as at the date of this Prospectus.

13.2.3 Service Contracts of Key Management

As at the date of this Prospectus, there are no existing or proposed service contracts between our key management personnel and our Group.

13.2.4 Involvement of Key Management in Other Businesses/Corporations

None of our key management personnel are involved in the operations of other businesses or corporations.

13.2.5 Management Succession Plans

We recognise the need to ensure continuity in our management in order to maintain our competitive edge over our competitors. Our Board believes that the continued success of our Company depends on, amongst others, the support and dedication of its management personnel. We have in place human resource strategies which include, amongst others, suitable compensation packages and structured succession planning. Our Company's initiatives on succession planning include:

- (i) Identifying key competencies and requirements for managers and higher positions. Job and candidate profiles are developed for management position in line with the business goals, strategies and culture of our Company; and
- (ii) Taking a proactive approach towards addressing talent management to ensure the organisation has talent readily available from a capability perspective to undertake leadership positions throughout the organisation.

In addition, our middle management are constantly exposed to various aspects of our business activities in order to ensure that they have a full understanding of the

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS *(Cont'd)*

responsibilities and the decision making process and are equipped with the knowledge necessary for them to succeed to senior management positions.

13.3 PROMOTERS AND SUBSTANTIAL SHAREHOLDERS

Substantial shareholders in accordance with the Malaysian Companies Act refer to persons having an aggregate of not less than 5% interest, whether direct or indirect of the total voting shares in a corporation. For purposes of this definition, the term 'interest' shall have the same meaning ascribed to it in Section 6A of the Malaysian Companies Act.

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13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

13.3.1 Shareholdings

Our promoters and Substantial Shareholders and their interest in our Shares before and after the IPO based on our Register of Members and other documents provided to us as at the Latest Practicable Date are as follows:

Substantial shareholders and Promoters	Before the IPO		Assuming Over-Allotment Option is exercised		Assuming Over-Allotment Option is exercised in full	
	No. of Shares	%	No. of Shares	%	No. of Shares	%
Tai Zhen Xiang	179,569,011	83.47	-	-	179,569,011	63.23
Mdm Ng Sio Peng ⁽¹⁾	-	-	179,569,011	83.47	-	-
Mr Iao Ieok Choi ⁽²⁾	-	-	-	-	179,569,011	63.23

Notes:

- (1) Deemed interested by virtue of her shareholding interest in Tai Zhen Xiang applying Section 6A of the Malaysian Companies Act.
 (2) Deemed interested by virtue of his shareholding interest in Tai Zhen Xiang applying Section 6A of the Malaysian Companies Act.

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

Maximum Scenario	Before the IPO		Assuming Over-Allotment Option is exercised		Assuming Over-Allotment Option is exercised in full		
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
Substantial shareholders and Promoters	No. of Shares	%	No. of Shares	%	No. of Shares	%	
Tai Zhen Xiang	179,569,011	83.47	-	-	179,569,011	54.49	-
Mdm Ng Sio Peng ⁽¹⁾	-	-	179,569,011	83.47	-	-	179,569,011
Mr Iao Ieok Chon ⁽²⁾	-	-	179,569,011	83.47	-	-	179,569,011

Notes:

- (1) Deemed interested by virtue of her shareholding interest in Tai Zhen Xiang applying Section 6A of the Malaysian Companies Act.
 (2) Deemed interested by virtue of his shareholding interest in Tai Zhen Xiang applying Section 6A of the Malaysian Companies Act.

Save for the foregoing, we are not aware of any other person who directly or indirectly, jointly or severally, has significant influence over us.

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

13.3.2 Profiles of our promoters and substantial shareholders

Save for the profile of Mdm Ng Sio Peng which is set out in Section 13.1.1 of this Prospectus, the profiles of persons who are both our Promoters and Substantial Shareholders are set out below:

(i) **Tai Zhen Xiang**

Tai Zhen Xiang is a Substantial Shareholder and Promoter of our Company and has been involved in the affairs and business of our Company since the incorporation of our Company. Tai Zhen Xiang was incorporated in the British Virgin Islands on 4 January 2008 and is principally an investment holding company. It has an authorised share capital of USD50,000 comprising 50,000 shares of USD1.00 each with a paid-up share capital of USD50,000 comprising 50,000 shares of USD1.00 each.

As at the Latest Practicable Date, the substantial shareholders of Tai Zhen Xiang and their respective shareholdings in Tai Zhen Xiang are as follows:

Substantial Shareholders	<---Direct--->		<---Indirect--->	
	No. of shares	%	No. of shares	%
Mdm Ng Sio Peng	32,500	65.00	-	-
Mr Iao Ieok Chon	17,500	35.00	-	-

As at the Latest Practicable Date, the directors of Tai Zhen Xiang and their respective shareholdings in Tai Zhen Xiang are as follows:

Directors	<---Direct--->		<---Indirect--->	
	No. of shares	%	No. of shares	%
Mdm Ng Sio Peng	32,500	65.00	-	-
Mr Iao Ieok Chon	17,500	35.00	-	-

(ii) **Mr Iao Ieok Chon**

Mr Iao Ieok Chon, aged 44, a citizen of Macau is a Substantial Shareholder of our Company. He is the husband of Mdm Ng Sio Peng, our Substantial Shareholder and the brother-in-law of our Executive Chairman and CEO, Mr Wu Qingquan and Executive Director, Mr Wu Lianfa.

Mr Iao Ieok Chon left secondary school in 1981. In 1984, he worked as an apprentice for a construction and renovation company in Shishi City, Quanzhou City, Fujian Province and subsequently in Macau.

Mr Iao Ieok Chon married Mdm Ng Sio Peng in 1988 and both of them were involved in renovation works in Macau from 1989 to 1998.

In 1998, Ng Sio Peng and her husband, Mr Iao Ieok Chon returned to Jinjiang City to seek business opportunities. In 2000, Mr Iao Ieok Chon established Xingquan Plastics and was appointed as a director of the company. He is currently a director of both Addnice China and Xingquan Plastics. He is not involved in the day to day running of the business of our

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS *(Cont'd)*

Group but is involved in major decision making of the Group as a Substantial Shareholder of our Group. He also conducts market research and identifies business opportunities for our Group.

13.3.3 Directorships and substantial shareholdings in all other public corporations for the past two (2) years

Based on the declaration by the Promoters and Substantial Shareholders, none of the Promoters and Substantial Shareholders of our Company has any directorships and/or substantial shareholdings in any other public corporations for the past two (2) years preceding the Latest Practicable Date.

13.3.4 Changes in Promoters' and substantial shareholders' shareholdings in the Company for the past three (3) years

The table below sets forth our substantial shareholders' and/ or our promoters' interest in our Shares for the past three (3) years up to the Latest Practicable Date.

Substantial shareholders/ Promoters	← As at 6 February 2009* →				← As at Latest Practicable Date →			
	← Direct →		← Indirect →		← Direct →		← Indirect →	
	No. of shares	%	No. of shares	%	No. of Shares	%	No. of Shares	%
Tai Zhen Xiang	10,000	100	-	-	179,569,011	83.47	-	-
Mdm Ng Sio Peng ⁽¹⁾	-	-	10,000	100	-	-	179,569,011	83.47
Mr Iao Ieok Chon ⁽²⁾	-	-	10,000	100	-	-	179,569,011	83.47

Notes:

* Our Company only issued the 10,000 ordinary shares of USD1.00 each to Tai Zhen Xiang on 6 February 2009.

(1) Deemed interested by virtue of her shareholding interest in Tai Zhen Xiang applying Section 6A of the Malaysian Companies Act.

(2) Deemed interested by virtue of his shareholding interest in Tai Zhen Xiang applying Section 6A of the Malaysian Companies Act.

There has been no change in our Substantial Shareholders' and/or our Promoter's interest in our Shares since the Latest Practicable Date up to the date of this Prospectus.

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

13.4 RELATIONSHIPS OR ASSOCIATIONS BETWEEN OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS

Save as disclosed, there are no family relationships/associations between our Directors, key management, substantial shareholders and Promoters.

- (i) Mr Wu Qingquan is the brother of Mr Wu Lianfa and Mdm Ng Sio Peng;
- (ii) Mr Wu Lianfa is the brother of Mr Wu Qingquan and Mdm Ng Sio Peng;
- (iii) Mdm Ng Sio Peng is the spouse of Mr Iao Ieok Chon and the sister of Mr Wu Qingquan and Mr Wu Lianfa;
- (iv) Mr Cai Ningtai is the brother-in-law of Mr Wu Qingquan, Mr Wu Lianfa and Mdm Ng Sio Peng; and
- (v) Mr Iao Ieok Chon is the spouse of Mdm Ng Sio Peng and the brother-in-law of Mr Wu Qingquan and Mr Wu Lianfa.

13.5 DECLARATION BY OUR DIRECTORS, KEY MANAGEMENT AND PROMOTERS

None of our Directors, key management or Promoters is or has been involved in the following events (whether in or outside Malaysia):

- (i) a petition under any bankruptcy or insolvency laws was filed (and not struck out) against such person or any partnership in which he was a partner or any corporation of which he was a Director or key personnel;
- (ii) disqualified from acting as a director of any corporation or from taking part, directly or indirectly, in the management of any corporation;
- (iii) charged and/or convicted in a criminal proceeding or is a named subject of a pending criminal proceeding;
- (iv) any judgment was entered against such person involving a breach of any law or regulatory requirement that relates to the securities or futures industry; or
- (v) the subject of any order, judgment or ruling of any court, government, or regulatory authority or body, temporarily enjoining him from engaging in any type of business practice or activity.

13. INFORMATION ON OUR DIRECTORS, KEY MANAGEMENT, SUBSTANTIAL SHAREHOLDERS AND PROMOTERS (Cont'd)

13.6 EMPLOYEES

As at Latest Practicable Date, our total number of employees is as illustrated below:

Category of employees	No. of employees				Average years in service
	Less than 1 year	1 to 3 years	More than 3 years	Total	
Management	1	2	29	32	5.91
Administration and Finance	4	8	65	77	4.89
Sales and Marketing	7	1	12	20	3.19
R & D	3	2	87	92	4.69
Quality Assurance	1	42	99	142	4.35
Production					
(a) skilled	128	830	1,355	2,313	3.81
(b) unskilled	20	129	183	332	3.79
TOTAL	164	1,014	1,830	3,008	3.91

Our management views human resources as one of the critical success factors and that a dedicated, well-trained and efficient workforce is essential for success. Our management enjoys good working relationships with our employees and none of our employees belong to any union. All of our employees are full time fixed term employees. As at the Latest Practicable Date, we have not been involved with any material industrial disputes with any of our employees.

We continuously strive to promote a healthy, safe and comfortable working environment. We also organise recreational events such as special activities for our employees as part of our team building exercise, including year end dinners. Apart from that, our employees are also provided free accommodation.

14. LISTING SCHEME AND APPROVALS

In conjunction with and as an integral part of our Listing, we undertook the Listing Scheme which involved the following:

14.1 LISTING SCHEME

In conjunction with, and as integral part of our Listing on the Main Board of Bursa Securities, we undertook a restructuring exercise involving the following:-

14.1.1 Acquisition

(i) Details of the Acquisition

Our Company acquired the entire issued and paid-up share capital of Addnice Holdings comprising 1 share of par value HKD1.00 ("Addnice Holdings Share") from Sheng Xiang Shun for a total purchase consideration of USD21.503 million (approximately RM74.609 million based on the exchange rate of USD1:RM3.4697 as at the Latest Practicable Date) which was satisfied entirely by the issuance of 21.503 million new shares of USD1.00 each in Xingquan International ("Consideration Shares") at an issue price of USD1.00 per Consideration Share.

The purchase consideration payable to Sheng Xiang Shun and/or its nominee and the mode of settlement are set out below:

Vendor	Interest acquired	No. of Addnice Holdings Share acquired	Purchase consideration	Issue price per Consideration Share	No. of Consideration Shares issued
	%		USD	USD	
Sheng Xiang Shun	100.0	1	21,503,000	1.00	21,503,000

The total purchase consideration of USD21.503 million was arrived at on a willing buyer-willing seller basis after taking into consideration the audited NTA of Addnice Holdings as at 31 December 2008 of USD21.503 million.

The Addnice Holdings Share was acquired by our Company free from all claims, charges, liens, encumbrances and equities, together with all rights attached thereto. The Acquisition was completed on 1 June 2009.

(ii) Nomination of Consideration Shares

In conjunction with the Acquisition, Sheng Xiang Shun nominated Tai Zhen Xiang to receive all the Consideration Shares receivable by Sheng Xiang Shun under the Acquisition ("Nomination") to consolidate and establish a single point of control over the shares held in our Company via Tai Zhen Xiang, as the ultimate shareholders of Tai Zhen Xiang, namely Ng Sio Peng and Iao Ieok Chon are also the ultimate shareholders of Sheng Xiang Shun.

As such, on completion of the Acquisition, our Company issued and allotted the Consideration Shares directly to Tai Zhen Xiang.

14. LISTING SCHEME AND APPROVALS (Cont'd)

Shareholders	No. of shares receivable under the Acquisition	No. of shares nominated to Tai Zhen Xiang	Shares held after the Acquisition			
			Direct		Indirect	
				%		%
Sheng Xiang Shun	21,503,000	-	-	-	-	-
Tai Zhen Xiang	-	21,503,000	21,513,000	100.0	-	-
Ng Sio Peng	-	-	-	-	*21,513,000	100.0
Iao Ieok Chon	-	-	-	-	*21,513,000	100.0

Note:

* Deemed interested by virtue of their shareholdings in Tai Zhen Xiang pursuant to Section 6A of the Malaysian Companies Act.

14.1.2 Share Split

After the completion of the Acquisition, our Company implemented a share split of every 1 share of USD1.00 each into 10 Xingquan International Shares. The share split was effected on 1 June 2009.

The number of issued ordinary shares in our Company changed from 21,513,000 shares of USD1.00 each to 215,130,000 Xingquan International Shares.

14.1.3 Transfers

On 8 February 2008, Iao Ieok Chon, one of the controlling shareholders of Tai Zhen Xiang, which in turn holds 100% of our Company, entered into Share Transfer Agreements with Lim Geok Tin, Tsang Ho Cha, Hong Kong Investments Group Limited and Sea Dragon Investments Limited respectively and on 8 June 2008, entered into another Share Transfer Agreement with Situations (China) Investment Co Ltd, (collectively referred to as "Pre-IPO Investors"), whereby the Pre-IPO Investors will acquire an aggregate of 35,560,989 existing Xingquan International Shares, representing 16.53% of the issued and paid-up share capital of our Company at that time, for an aggregate purchase consideration of RMB32 million (approximately RM16.256 million based on the exchange rate of RMB1:RM0.5080 as at the Latest Practicable Date) pursuant to the terms of the Share Transfer Agreements ("Transfers"). Iao Ieok Chon and Ng Sio Peng had procured Tai Zhen Xiang to effect the Transfers, pursuant to confirmation and undertaking letters dated 27 March 2009. The Transfers were completed on 1 June 2009.

14. LISTING SCHEME AND APPROVALS (Cont'd)

The details are as follows:

Pre-IPO Investors	No. of Xingquan International Shares acquired under the Transfers	Percentage of shareholdings %	Purchase consideration RMB
Lim Geok Tin	4,582,269	2.13	5,000,000
Tsang Ho Cha	9,594,798	4.46	8,000,000
Situations (China) Investment Co Ltd ⁽¹⁾	4,582,269	2.13	5,000,000
Hong Kong Investments Group Limited ⁽²⁾	9,594,798	4.46	8,000,000
Sea Dragon Investments Limited ⁽³⁾	7,206,855	3.35	6,000,000

Notes:

- (1) *Situations (China) Investment Co Ltd is an investment holding company incorporated in British Virgin Islands on 2 June 2008 and its shareholder is Liu Yanlong holding 100% equity interest. The Director of Situations (China) Investment Co Ltd is Liu Yanlong.*
- (2) *Hong Kong Investments Group Limited is an investment holding company incorporated in British Virgin Islands on 3 January 2006 and its shareholder is Cheung Chi Mang, holding 100% equity interest. The Director of Hong Kong Investments Group Limited is Cheung Chi Mang.*
- (3) *Sea Dragon Investments Limited is an investment holding company incorporated in British Virgin Islands on 23 May 2006 and its shareholder is Wong Yan Kong holding 100% equity interest. The Director of Sea Dragon Investments Limited is Wong Yan Kong.*

None of the Pre-IPO Investors are related to any Directors, key management and/or Substantial Shareholders of our Company.

14.1.4 Public Issue

Our Company proposes to implement a public issue of up to 99,500,000 Issue Shares comprising the Retail Offering and Institutional Offering.

The Retail Offering comprises 9,500,000 Issue Shares available for application by the Malaysian public at Retail Price.

The Institutional Offering comprises up to 90,000,000 Issue Shares at the Institutional Price to be determined via bookbuilding, to be offered to:

- (i) Malaysian institutional and selected investors; and
- (ii) Foreign institutional and selected investors outside USA in reliance on Regulation S under the US Securities Act.

14.1.5 Proposed Listing

In conjunction with the Public Issue, our Company proposes to seek the listing of and quotation for its entire enlarged issued and paid-up share capital comprising up to 329,555,000 Xingquan International Shares (assuming Maximum Scenario and assuming the Over-Allotment Option is fully utilised) on the Main Board of Bursa Securities.

14. LISTING SCHEME AND APPROVALS (Cont'd)

14.2 APPROVALS

14.2.1 Approvals in Malaysia

- (i) The SC, via its letter dated 4 May 2009, has approved the IPO under Section 212(5) of the CMSA, subject to compliance with the following conditions:

Details of Conditions Imposed	Status of Compliance
(a) CIMB/the Company is to disclose the following information in the listing prospectus to be issued pursuant to the proposed flotation scheme	
(aa) The sequence of events pertaining to the acquisition of a parcel of land located at the Chengnan Chuangye Park, Huian County, Fujian Province by Addnice China, the amount paid and the amount payable;	Complied. Please refer to Section 10.4 of this Prospectus.
(bb) The risks and implications arising from associating the "Addnice" brand with foreign origin;	In a letter dated 1 June 2009, SC has waived this condition.
(cc) The risks and implications arising from the Xingquan International Group's failure to make contribution towards employees social insurance plans prior to February 2009;	Complied. Please refer to Section 5.2.9 of this Prospectus.
(dd) The cessation of tax incentives for Addnice Sports and Xingquan Plastics and the resultant implications;	Complied. Please refer to Section 5.2.2 of this Prospectus.
(ce) Issues pertaining to late payment of the registered capital of Addnice Sports, Xingquan Plastics and Addnice China and the resultant implications; and	In a letter dated 1 June 2009, SC has waived this condition.
(ff) The length of relationships with major suppliers and the risks involved	Complied. The length of relationship with our suppliers who accounted for 5.0% or more of our total purchases during any of the FYE 2006, FYE 2007, FYE 2008 and 1H 2009 are disclosed in Section 7.19 of this Prospectus. The risks involved are disclosed in Section 5.1.9 of this Prospectus.
(b) Xingquan International to fully discharge the third party guarantees provided by Xingquan Plastics to Fujian Kebi Sports Products Co. Ltd., Quanzhou Baoshu Packing Co. Ltd. and Jinjiang Wenkewang Shoes Co. Ltd prior to the registration of the listing prospectus;	In a letter dated 1 June 2009, SC has waived this condition.

14. LISTING SCHEME AND APPROVALS (Cont'd)

	Details of Conditions Imposed	Status of Compliance
(c)	CIMB/ the Company to make available the independent auditors report from Messrs Foo Kon Tan Grant Thornton in the listing prospectus;	Complied. Please refer to Annexure F of this Prospectus.
(d)	The Company to ensure that moving forward, it's independent auditors is an internationally affiliated accounting firm;	Noted.
(e)	CIMB/ the Company to ensure that the clawback and reallocation provisions in respect of the floatation scheme of Xingquan International Shares must be made applicable in the event there is an over-subscription in the Retail Offering to comply with the 5% balloting public offer portion even though the Institutional Offering is over-subscribed;	Noted.
(f)	CIMB/ the Company to fully comply with the relevant requirements under the Guidelines on the Offering of Equity and Equity-linked Securities pertaining to the implementation of the proposed flotation scheme; and	Noted.
(g)	CIMB/ the Company to inform the SC upon the completion of the proposed flotation scheme.	To be complied.
(ii)	Controller of Foreign Exchange, Bank Negara Malaysia, via its letter dated 22 May 2009, has imposed on our Company the following:	

	Details of Conditions Imposed	Status of Compliance
(a)	Xingquan International is registered with the Companies Commission of Malaysia since February 2009. Accordingly, Xingquan International is a resident company for foreign exchange administration ("FEA") purposes and is required to comply with all FEA rules applicable to a resident company.	Noted.
(b)	Notwithstanding the above, under the current FEA rules, Xingquan International is free to invest abroad funded from:	
(aa)	conversion of ringgit:	
(i)	any amount, if it has no domestic ringgit borrowing;	Noted.
(ii)	up to RM50 million equivalent in aggregate per calendar year, if it has domestic ringgit borrowing (including issuance of private debt securities in ringgit); and	Noted.
(iii)	proceeds from an Initial Public Offering (IPO) on Bursa Malaysia.	Noted.
(bb)	any amount of own foreign currency funds;	Noted.
(cc)	foreign currency borrowing of:	

14. LISTING SCHEME AND APPROVALS (Cont'd)

Details of Conditions Imposed	Status of Compliance
(i) any amount from its non-resident non-bank parent company, other resident companies within the same corporate group in Malaysia, licensed onshore banks and licensed International Islamic Banks in Malaysia; and	Noted.
(ii) up to RM100 million equivalent in aggregate from non-related companies and offshore financial institutions as well as through issuance of foreign currency denominated bond/sukuk.	Noted.
(dd) proceeds from an IPO on a foreign stock exchange.	Noted.
(iii) The SC had via its letter dated 4 May 2009, approved the exemption sought under the SC Guidelines, The details of the exemption sought for the approval and accompanying conditions imposed by the SC together with the status and compliance are as follows:	

Relevant Section of the SC Guidelines	Relief from SC Guidelines	Decision and Status of Compliance
paragraph 5.22	<p>Pursuant to paragraph 5.22 of the SC Guidelines, an applicant is required to, as part of the listing scheme, undertake an offering of securities to the general public. In relation to this, the shares offered under the balloting public offer portion should be at least 5% of the applicant's enlarged issued and paid-up capital or an aggregate of RM3 million in nominal value, whichever is the higher, for applicants with an enlarged issued and paid-up capital size of below RM200 million in nominal value.</p> <p>A waiver and concurrence is sought from the SC for Xingquan International from having to comply with paragraph 5.22 of the SC Guidelines, by lowering the balloting public offer portion to 3% of the enlarged issued and paid-up as opposed to 5%.</p>	<p>Approved via SC letter dated 4 May 2009.</p> <p>However, the SC has imposed on us a condition to ensure that the clawback and reallocation provisions in respect of the floatation scheme of Xingquan International Shares must be made applicable in the event there is an over-subscription in the Retail Offering to comply with the 5% balloting public offer portion even though the Institutional Offering is over-subscribed.</p>

14. LISTING SCHEME AND APPROVALS (Cont'd)

Relevant Section of the SC Guidelines	Relief from SC Guidelines	Decision and Status of Compliance
paragraph 8 (a) and (b) of Appendix 1 – Content of Application for Public Offerings and Listings	<p>Pursuant to paragraph 8 (a) and (b) of Appendix 1 – Content of Application for Public Offerings and Listings of the SC Guidelines, an application for the IPO should be accompanied by the audited financial statements for the past 5 financial years and latest management accounts, to which in the context of the SC, includes the audited financial statements and latest management accounts of applicants and its individual subsidiary companies at company level.</p> <p>A waiver and concurrence is sought from the SC for Xingquan International for non-inclusion of the individual audited financial statements for the past 5 financial years and latest management accounts of the individual subsidiary companies of Xingquan International at company level.</p>	<p>Approved via SC letter dated 4 May 2009.</p> <p>However, the SC has imposed on us a condition to make available the independent auditors report from Messrs Foo Kon Tan Grant Thornton in the listing prospectus.</p> <p>Please refer to Annexure F of this Prospectus.</p>
paragraph 5.42 (b)	<p>Pursuant to paragraph 5.42 (b) of the SC Guidelines, the promoters should not be allowed to sell, transfer or assign their entire shareholdings in the applicant at the date of admission for six months from the date of admission to Bursa Securities.</p> <p>A waiver and concurrence is sought from the SC for Tai Zhen Xiang, being the major shareholder of Xingquan International from having to fully comply with paragraph 5.42 (b) of the SC Guidelines, by allowing up to 14.925 million Xingquan International Shares held by Tai Zhen Xiang to be temporarily exempted from moratorium for 30 calendar days from the first day of trading of the Xingquan International Shares upon listing for purpose of the over-allotment option.</p>	<p>Approved via SC letter dated 4 May 2009.</p>
paragraph 5.13	<p>Pursuant to paragraph 5.13 and subject to the provisions of chapter 4 of the SC Guidelines, where it describes the regulatory parameters on valuation of assets to which the identified assets are the subject of an acquisition as part of the listing scheme, the assets are to be revalued or have been revalued in the past five years prior to submission to the SC and the revalued amount is used, whether wholly or partly, as the basis for the purchase/sale consideration in an acquisition/disposal, the applicant is required to submit a valuation report to the SC.</p> <p>A concurrence is sought from the SC for Xingquan International that a valuation report will not be required as part of the application for the Proposed Listing as the requirements of chapter 4 of the SC Guidelines is not applicable to Xingquan International.</p>	<p>Approved via SC letter dated 4 May 2009.</p>

- (iv) The SAC had via its letter dated 25 May 2009, classified our Company's Shares as Syariah-compliant.

14. LISTING SCHEME AND APPROVALS (Cont'd)

14.2.2 Approvals in Bermuda

The Bermuda Monetary Authority has in its letter dated 15 April 2009 given its consent for the issue of the Consideration Shares in connection with the Acquisition, the transfer of 35,560,989 Xingquan International Shares, representing 16.53% of the issued and paid-up share capital of our Company at that time pursuant to the Transfers, the issue of the Issue Shares pursuant to the Initial Public Offering on the terms referred to in this Prospectus and the issue of Xingquan International Shares pursuant to the Over-Allotment Option. A copy of this Prospectus will be filed with the Registrar of Companies in Bermuda. The Bermuda Monetary Authority in granting its permission and the Registrar of Companies in Bermuda in accepting this Prospectus for filing accepts no responsibility for the financial soundness of our Group or any proposal or for the correctness of any of the statements made or opinions expressed in this Prospectus or any other documents.

14.2.3 Approvals in PRC

Trend Associates, our PRC solicitors have confirmed that:

- (i) there are no governmental or regulatory consents, approvals, authorisations or orders which are required in the PRC to enable our Company to carry out or perform any of the matters listed below:
 - (a) list on the Main Board of Bursa Securities; and
 - (b) carry out the listing scheme as set out in Section 14.1 of this Prospectus;
 (the matters referred to in (a) and (b) above shall be referred to as the “Matters”)
- (ii) there are no registration, filing or similar formalities required in the PRC in respect of the Matters.

14.3 MORATORIUM ON THE SALE OF SHARES

Pursuant to the SC Guidelines, the 179,569,011 Shares held by our Promoters representing 57.07% (assuming Maximum Scenario) or 65.30% (assuming Minimum Scenario) of our nominal issued and paid-up share capital at the date of admission of our Company to the Official List of the Main Board of Bursa Securities are to be placed under moratorium. In this respect, our Promoters whose Shares are subject to moratorium are set out below:

Minimum Scenario

Promoters	← Direct →		← Indirect →	
	No. of Shares	% of enlarged issued and paid-up share capital	No. of Shares	% of enlarged issued and paid-up share capital
Tai Zhen Xiang	179,569,011	65.30	-	-
Mdm Ng Sio Peng	-	-	*179,569,011	65.30
Mr Iao Ieok Chon	-	-	*179,569,011	65.30

14. LISTING SCHEME AND APPROVALS (Cont'd)

Maximum Scenario	Direct		Indirect	
	No. of Shares	% of enlarged issued and paid-up share capital	No. of Shares	% of enlarged issued and paid-up share capital
Tai Zhen Xiang	179,569,011	57.07	-	-
Mdm Ng Sio Peng	-	-	*179,569,011	57.07
Mr Iao Ieok Chon	-	-	*179,569,011	57.07

Note:

* *Deemed interest by virtue of their shareholding interest in Tai Zhen Xiang pursuant to Section 6A of the Malaysian Companies Act*

Save for an amount of not more than 14.925 million Xingquan International Shares which may be utilised as part of the over-allotment option and price stabilisation mechanism as set out in Section 4.3.3 of this Prospectus, our Promoters have fully accepted the moratorium. They will not be permitted to sell, transfer or assign any part of their respective interest in the Shares under moratorium within six (6) months from the date of our admission to the Official List of the Main Board of Bursa Securities ("Moratorium Period").

The moratorium shall also apply to the ultimate shareholders of Tai Zhen Xiang, namely Mdm Ng Sio Peng and Mr Iao Ieok Chon holding voting shares in Tai Zhen Xiang, who have provided written undertakings that they shall not sell, transfer or assign their respective shareholdings in Tai Zhen Xiang during the Moratorium Period.

The restriction is specifically endorsed on the notices of allotment representing the respective shareholding of our Promoters which are under moratorium to ensure that our Registrar does not register any transfer contravening the above moratorium restrictions.

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15. UNDERWRITING FOR THE RETAIL OFFERING

An underwriting agreement was entered into between our Company and the Underwriter on 1 June 2009 to underwrite the 9,500,000 Issue Shares to be issued under the Retail Offering ("Underwritten Shares"), subject to clawback and reallocation, at the rate set out in Section 4.6 of this Prospectus ("Underwriting Agreement").

The salient terms of the Underwriting Agreement are set out below:

- 15.1 The obligation of the Underwriter to underwrite the Underwritten Shares under the Underwriting Agreement is conditional on the performance by the Company of its obligations under the Underwriting Agreement and conditional on the following:
- 15.1.1 The Underwriter receiving a certificate in the form or substantially in the form contained in Schedule 3 (Certificate by Company) of the Underwriting Agreement one dated the date of registration of the Prospectus and the other dated the last date for acceptance, application for and payment of the subscription moncys under the Prospectus and the application form, which shall not be more than three (3) months from the date of the Underwriting Agreement and subject to Clause 22 (Extension of Closing Date) of the Underwriting Agreement ("Closing Date"), both of which are to be signed by the director of the Company ("Directors") (on behalf of the Board) stating that, to the best of his knowledge and belief, having made all reasonable enquiries, there has been no such change, development or occurrence as referred to in Clause 11 (Representations, Warranties and Undertakings) of the Underwriting Agreement and being provided with the reports or confirmation and being satisfied at the date of registration of the Prospectus and Closing Date respectively that:
- (i) there has not occurred any material change or any development likely to result in a material adverse change in the financial position, business operations or conditions (financial or otherwise) of the Group taken as a whole subsequent to the date of the Underwriting Agreement ("Agreement Date"); or
 - (ii) there has not occurred any event or the discovery of any facts or circumstances which would render any representations, warranties or undertakings in Clause 11 (Representations Warranties and Undertakings) materially untrue or inaccurate or result in a material breach of the Underwriting Agreement by the Company;
- 15.1.2 The Underwriting Agreement being signed by the relevant authorised signatories to the Underwriting Agreement and stamped within the statutory time frame;
- 15.1.3 The issue of the Prospectus not later than one (1) month from the Agreement Date or such later date as the Underwriter and the Company may from time to time agree in writing;
- 15.1.4 The registration of the Prospectus and such other documents as may be required in accordance with the CMSA in relation to the Public Issue with the SC and its lodgement with the ROC by the date of issue of the Prospectus being a date not later than one (1) month after the Agreement Date or such later date as the Company and the Underwriter may from time to time agree ("Issue Date") and filing with the Registrar of Companies in Bermuda by the next business day to the Issue Date;
- 15.1.5 All the approvals referred to in Clause 2.2 (Approvals) remain in full force and effect and that all conditions to the approvals (except for any which can only be complied with after the Public Issue has been completed) have been complied with;

15. UNDERWRITING FOR THE RETAIL OFFERING (Cont'd)

- 15.1.6 The approval-in-principle of Bursa Securities for the admission of the Company to the official list of the main board of Bursa Securities (“Official List”) and the listing of and quotation for its entire issued and paid-up share capital on the main board of Bursa Securities (“Main Board”) being obtained within six (6) weeks from the date of the Prospectus (or such longer period as may be specified by the SC) and on terms acceptable to the Underwriter and the approvals of the SC and Bursa Securities remaining in full force and effect and that all conditions (except for any which can only be complied with after the Public Issue has been completed) have been complied with;
- 15.1.7 The Underwriter being satisfied that the Company will, following completion of the Public Issue be admitted to the Official List and its issued and paid-up share capital listed and quoted on the Main Board without undue delay;
- 15.1.8 The execution of the Placcment Agreement and the Placement Agreement not having been terminated or rescinded pursuant to the provisions thereof;;
- 15.1.9 The Underwriter receiving a copy duly certified by a director or secretary of the Company to be a true and accurate copy and in full force and effect, of a resolution of the Directors:
- (i) approving the Prospectus, the Underwriting Agreement and the transactions contemplated by it;
 - (ii) authorising the issuance of the Prospectus; and
 - (iii) authorising a person to sign and deliver the Underwriting Agreement on behalf of the Company;
- 15.1.10 The Public Issue not being prohibited or impeded by any statute, order, rule, directive or regulation promulgated by any legislative, executive or regulatory body or authority of Malaysia and all consents, approvals, authorisations or other orders required by the Company under such laws for or in connection with the Public Issue and/or listing of and quotation for the entire issued and paid-up share capital of the Company on the Main Board have been obtained and are in force up to the Closing Date;
- 15.1.11 The Underwriter being satisfied that the Company has complied with and that the Public Issue is in compliance with the policies, guidelines and requirements of the SC and Bursa Securities and all revisions, amendments and/or supplements to it; and
- 15.1.12 The successful completion of the bookbuilding exercise in respect of the Institutional Offering. For the purpose of the Underwriting Agreement, the bookbuilding exercise in respect of the Institutional Offering is deemed to be successfully completed, if:
- (i) Xingquan International Shares pursuant to the Institutional Offering have been fully allocated in CIMB’s judgement; and
 - (ii) the placement agreement, an agreement to be entered between the Company and CIMB in its capacity as the Sole Bookrunner for the Institutional Offering (“Placement Agreement”), having the terms and conditions acceptable to CIMB, has been signed in eonnection with the closing of the bookbuilding exercise.

For the avoidance of doubt, CIMB may deem the offering to be not successfully completed if bids (within the price range of the bookbuilding exercise) received for the Institutional Offering do not cover 99,500,000 of the Issue Shares pursuant to the Public Issue, and, in that regard, CIMB has the right to notify the Company in writing one (1) Market Day before the launch of the Prospectus if the condition in Clause 6.1.12 of the Underwriting Agreement has not been met.

15. UNDERWRITING FOR THE RETAIL OFFERING (Cont'd)

- 15.1.13 The execution of the respective lock-up letters from the Pre-IPO investors, namely Lim Geok Tin, Tsang Ho Cha, Hong Kong Investments Group Limited, Situations (China) Investment Co Ltd and Sea Dragon Investments Limited addressed to CIMB as a Sole Bookrunner that it will not, among other things, sell, transfer or charge any Xingquan International Shares, for a period beginning on the date of such letters and ending on and including the date that is 180 days after the date of Listing pursuant to the said letters, as well as the lock-up letter from the Company addressed to CIMB as a Sole Bookrunner that it will not, among other things, issue, sell, offer to sell, grant any option to purchase any Xingquan International Shares, for a period beginning on the date of such letter and ending on and including the date that is 180 days after the date of Listing pursuant to the said letter on the terms acceptable to CIMB ("Lock-up Letters");
- 15.1.14 The successful completion of the Acquisition; and
- 15.1.15 The Underwriter being satisfied that the minimum subscription for the Public Issue which is 59,870,000 Issue Shares (including the Underwritten Shares) has been achieved.
- 15.2 If:
- 15.2.1 Pre Issue Date
- In the event any of the conditions set out in Clause 6.1.2, Clause 6.1.3, Clause 6.1.9, 6.1.13 or 6.1.14 (to the extent not waived) of the Underwriting Agreement are not satisfied by the Issue Date;
- 15.2.2 Closing Date
- Any of the conditions in Clause 6 ("Conditions") other than those referred to in Clause 6.3.1 (Pre Issue Date) to the extent not waived are not satisfied by the Closing Date;
- the Underwriter shall be entitled to terminate the Underwriting Agreement and in such event the provisions of Clause 14 (Termination) of the Underwriting Agreement shall apply, but without prejudice to the rights of the Underwriter under Clause 10 (Fees and Commission) and under Clause 12 (Costs and Expenses) of the Underwriting Agreement. The parties shall be released and discharged from their respective obligations set out in the Underwriting Agreement and the Underwriting Agreement shall become null and void and of no further force and effect and none of the parties shall have a claim against the other save for any antecedent breaches.
- 15.3 Notwithstanding anything contained in the Underwriting Agreement, the Underwriter may after consultation with the Company in such manner as the Underwriter shall reasonably determine by notice in writing to the Company given at any time before the Underwriter is discharged or required to carry out its obligation under Clause 9 (Underwriting Obligation), terminate and withdraw its commitment to underwrite the Underwritten Shares under the provisions of the Underwriting Agreement ("Underwriting Commitment") upon the occurrence of any of the following:
- 15.3.1 there is any breach by the Company of any of the representations, warranties or undertakings contained in Clause 11 (Representations, Warranties and Undertakings) or which is contained in any certificate, statement or notice under or in connection with the Underwriting Agreement, which is not capable of remedy or, if capable of remedy, is not remedied within such number of days as stipulated in the notice of such breach given to the Company by the Underwriter or by the Closing Date, whichever is the earlier; or
- 15.3.2 there is failure on the part of the Company to perform any of its obligations contained in the Underwriting Agreement; or

15. UNDERWRITING FOR THE RETAIL OFFERING (Cont'd)

- 15.3.3 there is withholding of information of a material nature from the Underwriter which is required to be disclosed pursuant to the Underwriting Agreement which, in the opinion of the Underwriter, would have or can reasonably be expected to have, a material adverse effect on the business or operations of the Group, the success of the Public Issue, or the distribution or sale of the Shares issued under the Public Issue; or
- 15.3.4 there shall have occurred, or happened any material and adverse change in the business or financial condition of the Group; or
- 15.3.5 the closing date of the application of the Issue Shares does not occur within thirty (30) days from the Agreement Date, subject to the extension of Closing Date which is approved by the Underwriter.
- 15.3.6 the occurrence of any *force majeure* event including, but not limited to the following:
- (i) any material adverse change, or any development involving a prospective change, in national or international monetary, financial, economic or political conditions (including but not limited to conditions on the stock market, in Malaysia or overseas, foreign exchange market or money market or with regard to inter-bank offer or interest rates both in Malaysia and overseas) or foreign exchange controls or currency exchange rates or the occurrence of any combination of any of the foregoing which would prejudice the Public Issue; or
 - (ii) any new law or change in law, regulation, directive, policy or ruling in any jurisdiction, interpretation or application by the court/authorities which has/likely to have material adverse effect on the Group; or
 - (iii) any event or series of events beyond the reasonable control of the Underwriter including (without limitation) acts of government, acts of God (including, without limitation, the occurrence of a tsunami and/or earthquakes), acts of terrorism, strikes, national disorder, declaration of a state of emergency, lock-outs, fire, explosion, flooding, landslide, civil commotion, sabotage, acts of war, diseases or accidents which has or is likely to have the effect of making any material part of the Underwriting Agreement incapable of performance with its terms or which prevents the processing of applications and/or payments pursuant to the Public Issue or pursuant to the underwriting of the Underwritten Shares; or
 - (iv) any imposition of moratorium, suspension or material restriction on trading of securities on Bursa Securities due to exceptional financial circumstances or otherwise;
 - (v) any material adverse change in financial conditions as stated in Clause 14.1.6.1 of the Underwriting Agreement to include stock market conditions and interest rates. For this purpose, a material adverse change in the stock market condition shall mean the Kuala Lumpur Composite Index of Bursa Securities has dropped 15% between its index level on the Agreement Date and the Closing Date (both dates inclusive); or
 - (vi) any government requisition or occurrence of any other nature which materially and adversely affect or will materially or adversely affect the business and/or financial position of the Group.

15. UNDERWRITING FOR THE RETAIL OFFERING (Cont'd)

15.3.7 in the event that the listing of and quotation for the entire issued and paid up share capital of the Company on the Main Board is withdrawn or not procured or procured but subject to conditions not acceptable to the Underwriter;

which, in the reasonable opinion of the Underwriter, would have or can reasonably be expected to have, a material adverse effect on, and/or materially prejudice the business or the operations of the Group, the success of the Public Issue, or the listing of the Company on the Main Board or market conditions generally or which has or is likely to have the effect of making any material part of the Underwriting Agreement incapable of performance in accordance with its terms.

15.4 Upon the notice as described in Clause 14.1 (Termination) of the Underwriting Agreement being given, the Underwriter shall be released and discharged of its obligation without prejudice to its rights under the Underwriting Agreement, and where the Underwriter has terminated or withdrawn its Underwriting Commitment pursuant to Clause 14.1 (Termination) or Clause 6.3 of the Underwriting Agreement, the Underwriting Agreement shall be of no further force or effect and no party shall be under any liability to any other parties in respect of the Underwriting Agreement, except the following:

15.4.1 the Company shall pay the underwriting commission referred to in Clause 10 (Fees and Commission) of the Underwriting Agreement ("Underwriting Commission"), costs and expenses as described in and in accordance with Clause 12 (Costs and Expenses) (including those incurred in the event the Closing Date is extended), upon the occurrence of Clauses 14.1.1 to 14.1.7 or 6.3 of the Underwriting Agreement save for the circumstances in Clauses 14.3 and 23.2.2 of the Underwriting Agreement;

15.4.2 the Company shall continue to be liable to indemnify the Underwriter pursuant to Clauses 11.3 and 11.4 (Representations, Warranties and Undertakings) of the Underwriting Agreement.

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16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT

(Prepared for inclusion in this Prospectus)



Converging Knowledge Pte Ltd Phone +65 6225 8781
43 B&C Tras Street Fax +65 6323 0132
Singapore 078982
(Co.Reg.No:200200797W)

Delivering Intelligence to business

04 JUN 2009

The Board of Directors
Xingquan International Sports Holdings Limited
Clarendon House
2 Church Street
Hamilton HM11, Bermuda

Dear Sirs,

Executive Summary of the Sportswear Industry in China, 2009

This Executive Summary of the Sportswear Industry in China, 2009, is prepared by Converging Knowledge Pte Ltd ("Converging Knowledge") for inclusion in the Prospectus of Xingquan International Sports Holdings Limited ("Xingquan") in relation to the proposed listing of and quotation for the entire issued and paid-up share capital of Xingquan on the Main Board of the Bursa Malaysia Securities Berhad.

The information in this Executive Summary was derived from our report "Sportswear Industry in China, 2009".

Overview of China's Economy

China is one of the largest and among the most heavily populated countries in the world. One of Converging Knowledge Pte Ltd's sources forecasts the country's population to rise to 1.41 billion by 2012.

16. **EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**

Chinese cities are classified by a "tier-system" – there are four tiers. City tiers are basically defined by both population size and the average income earned. We note that there is however, no official income range which can precisely determine which city falls under which tier.

For example, first-tier cities would include Beijing and Shanghai, Guangzhou and Shenzhen while second-tier cities would include cities such as Chongqing, Nanjing and Chengdu. Third-tier cities would include cities such as Changzhou, Wuxi and Jinan.

GDP

The Gross Domestic Product ("GDP") of China rose at a double-digit rate for the review period from 2004 to 2008. With the onset of the economic crisis, China's GDP growth dipped from 13.0% to 9.0%. Please refer to Figure 1 below:

Figure 1: Overview of China's GDP performance from 2004 to 2008

	2004	2005	2006	2007	2008
GDP (billion yuan)	15,988	18,387	21,192 [^]	25,731 [^]	30,067 [^]
GDP growth [^]	10.1%	10.4%	11.6%	13.0%	9.0%
GDP per capita (yuan)	12,299	14,062	16,122	19,474	22,641

[^] Figures are extracted from a press release from a government website dated 26 February 2009

Source: Government website

Private consumption continues to be seen as major growth driver

Private consumption growth in 2009 is expected to slow as unemployment level increases, consumer confidence weakens and the boost to rural incomes seen in 2008 disappears. Despite these, the fiscal boost should support positive growth in private consumption through 2010.

16. **EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT** *(Cont'd)*

With increasing purchasing power among Chinese consumers, especially among the emerging middle class, private consumption is seen as a major driver for the growth of the Chinese economy in the future. China was reported to have 'room to tap more domestic consumption' and as such, China would continue to focus on its domestic consumption amidst the global crisis.

China's stimulus package

China's RMB4 trillion-stimulus package has been described as "a package of 'capital spending plus income and consumption support measures", as well as "the largest economic stimulus effort ever undertaken by the Chinese government". Spending of the stimulus package is said to be spread over two years.

Retail sales value

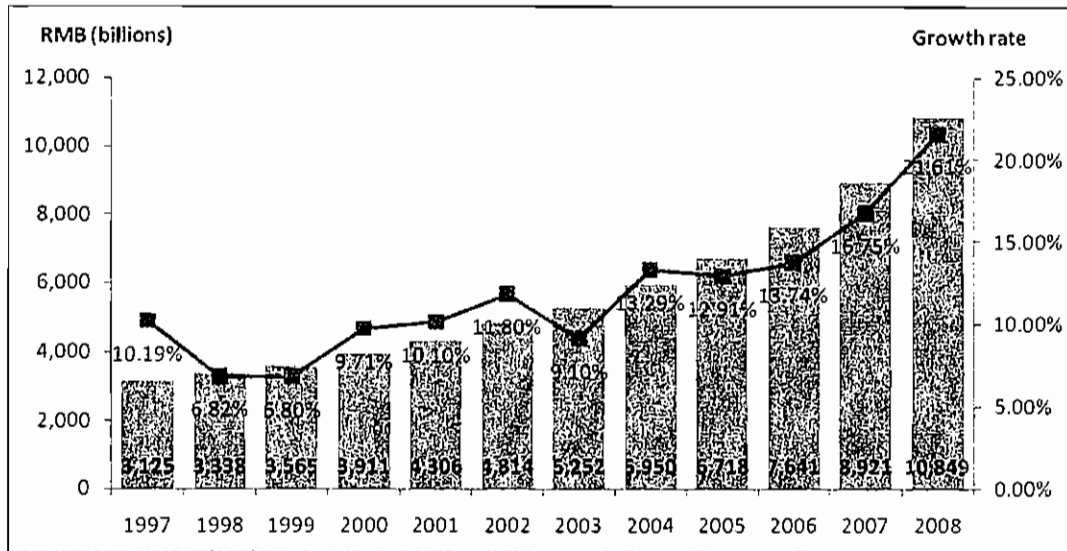
With the ease of restriction on private enterprises in China, competition among companies in China is increasing. As an example, the government allows private enterprises to raise more capital for investment by floating on the stock market.

The increase in competition between the private sectors benefits consumers in terms of cost savings and product awareness. This helps enhance private consumption, which in turn, manifests itself through strong retail sales growth.

From 1997 to 2008, retail sales in China increased by approximately RMB7.72 trillion. In 2008, retail sales in China reached RMB10.8 trillion. Figure 2 below shows an increasing growth momentum.

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Figure 2: Retail Sales Value and Growth Rate in China



Source: Government website

Robust retail sales growth can also be attributed to strong income growth among the Chinese population in both urban and rural areas. Retail sales growth in China is forecast to remain positive and to reach RMB12.81 trillion in 2010.

The Middle Class – an important target consumer group

Apart from a huge population, the Chinese economy also has one of the fastest growth rates in the world. The rapid economic growth creates a growing emerging middle class. Converging Knowledge Pte Ltd’s source described this consumer segment as “the most important target consumer group for consumer goods companies who want to secure long-term success in the country”.

Converging Knowledge Pte Ltd’s source reported that China’s middle class increased by 22.1% to 80 million in January 2007, from 65.50 million in January 2005. Converging Knowledge Pte Ltd’s source expects this segment of middle class to increase to 700 million by 2020.

16. **EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**

Gravitation toward second-tier cities

The growth of the middle class group is seen to be expanding into the second tier cities and satellite cities near the first tier cities. The demand for luxury products has been rapidly growing in second tier cities, thus attracting top international luxury lines that are increasingly focusing on these new markets. This highlights the rapidly growing purchasing power of smaller cities in China and their appetite for high-end products.

Introduction to the Sportswear Industry in China

Sportswear refers to shoes and apparel used for sports-related purposes. Traditionally, the use of sportswear is functional, which means that they cater to different sports. However, sportswear has become fashionable throughout the years, and is often used as casual wear.

China is the world's largest producer of sportswear. The country produces more than 10 billion pairs of shoes annually, which represent 70.0% of the world's total output. Industry sources revealed that Fujian Province manufactures the bulk of sportswear, notably in the cities of Jinjiang and Putian.

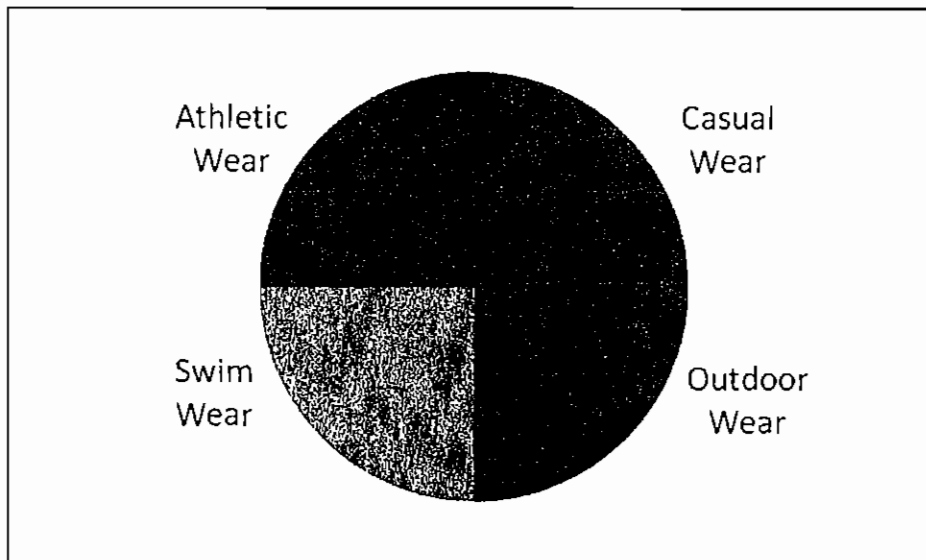
Research revealed that there are more than 1,000 sportswear players in the Chinese market. The value of China's sportswear market was estimated at USD4.90 billion in 2007. The market size of the sportswear market is expected to rise to between USD8.62 billion and USD17.97 billion by 2012.

Product differentiation within the sportswear industry

Today, the sportswear industry may be divided into the following four product categories:

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Figure 3: Sportswear Industry: The Four Broad Product Categories



Note:

The purpose of this figure is to show the four broad product segments of the sportswear industry. Although the figure is divided into four equal quadrants, note that the division is not representative of the market share of each product segment.

Source: Derivation from various desktop and interviews

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

The definitions of the four broad product categories are outlined in the following:

Figure 4: Definition of the Four Product Categories

Product Category	Definition
Athletic wear	Sports attire and shoes used for non-extreme land sports, such as jogging, running, basketball and soccer.
Swimwear	Sports attire and shoes used for water sports.
Outdoor wear	Sports attire and shoes with at least one of the following characteristics: <ul style="list-style-type: none"> ▪ Used for extreme, or more physically exertive sports such as hiking, mountain climbing and hunting; ▪ Made to withstand different and harsher weather conditions; ▪ Made of different materials from regular athletic wear, for example materials which are easier to maintain and of thicker soles; and ▪ Have an 'outdoor feel', be it in design or make.
Casual wear	Sports attire and shoes which are used as fashion wear.

Source: Derivation from various desktop and interviews

Sportswear players in the marketplace tend to focus on one or more sportswear product categories in the sportswear segment. Global brands like Nike and adidas are known for their athletic range, whereas domestic brands like Addnice and Tread focus on the outdoor wear segment.

Differences also exist within the same product categories. Outdoor players such as The North Face and Addnice position themselves very differently. The North Face positions itself as a supplier of professional high performance outdoor wear. Addnice, on the other hand, positions itself as an outdoor casual wear which possess some properties to withstand harsher elements than general athletic wear.

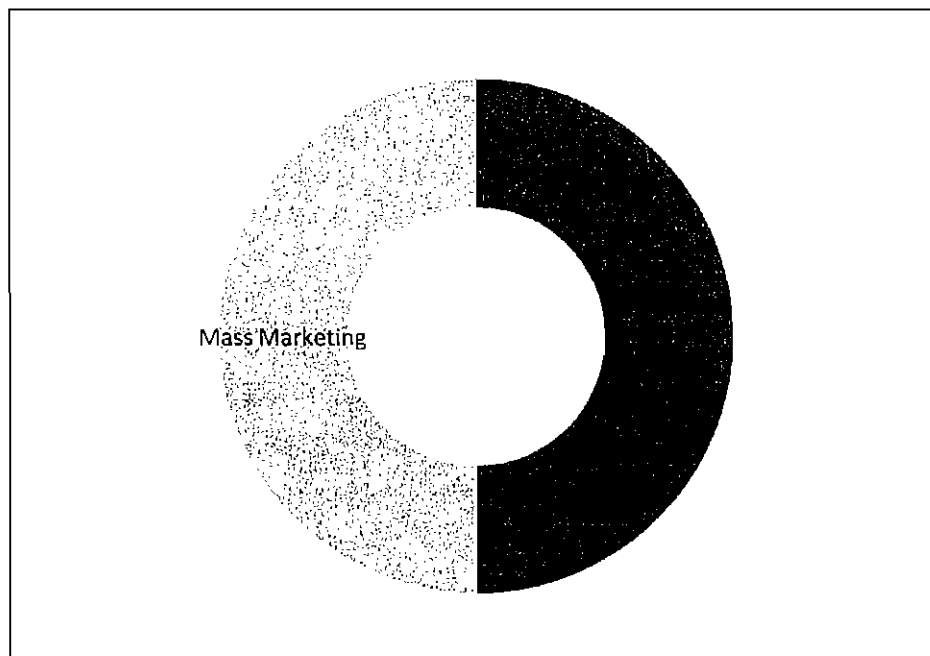
16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT *(Cont'd)*

Differentiation through market positioning

The perception of a particular sportswear brand is greatly dependent on the marketing strategy undertaken the company. Given the vast landscape of China, market strategy requires a good understanding of the regions within the country as this will determine the target market, pricing, and distribution models, amongst others.

In general, sportswear companies can adopt the following two marketing stance:

Figure 5: The Two Market Positioning



Note:

The purpose of this figure is to show the two broad market segments of the sportswear industry. Although the figure is divided into two equal segments, note that the division is not representative of the market share of each market segment.

Source: Derivation from various desktop and interviews

Under premium marketing, companies position their sportswear goods as premium brands, targeting consumers with higher spending propensities. Mass marketers, on the other hand, target the masses, which is a bigger consumer group.

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Positioning of key sportswear players in China

The figure below shows the positioning of some of the major sportswear companies in China:

Figure 6: Market Positioning of Addnice within Industry Structure

Product Category		
Athletic wear	adidas, Li Ning, Nike	361°, Addnice , Anchao, Anta, Athletic, Double Star, Deerhui, Eratat, Erke, Eratat, , Leisu, Meike, Peak, Qiaodan, Xdlong, Xtep, Yeli, Z-Do
Swimwear	adidas, Li Ning, Nike	
Outdoor wear	adidas, Aigle, Columbia, Hanwag, Li Ning, Nike, North Face, Ozark, Timberland	Addnice , AILE, Kolumb, Leisu, Ozark, Tread, Xdlong, Z-Do
Casual wear	adidas, Li Ning, Nike, Timberland	361°, Addnice , AILE, Anchao, Anta, Double Star, Deerhui, Eratat, Erke, Kolumb, Leisu, Meike, Peak, Qiaodan, Tread, Xdlong, Xtep, Yeli
Market positioning	Premium Marketing	Mass Marketing

Note:
 The names of the brands appearing above are presented in alphabetical order.
 Source: Desktop and interviews

Brief Overview of the Outdoor Sportswear Segment

The outdoor sportswear segment is a part of the sportswear industry. It is reported to be a "sunrise" industry as more and more Chinese take up outdoor sports.

The retail value of China's outdoor market for 2007 is reported to be worth RMB3.78 billion (USD518 million), representing 10.5% of China's sportswear market for 2007. While small in comparison to the total sportswear market size of the country, interviews with industry sources revealed that the outdoor market continues to hold much growth potential, with estimated annual average growth rates ranging from 27.0% to 42.0%.

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Although there are more than 1,000 sportswear players in the Chinese market, not all of them are involved in the outdoor sportswear segment. The survey also indicated that the Chinese outdoor sports market is mainly dominated by foreign brands, with Columbia and The North Face as market leaders. Domestic brands names, such as Toread, Ozark and Addnice, have also been gaining prominence in the marketplace as well.

Competitive Landscape

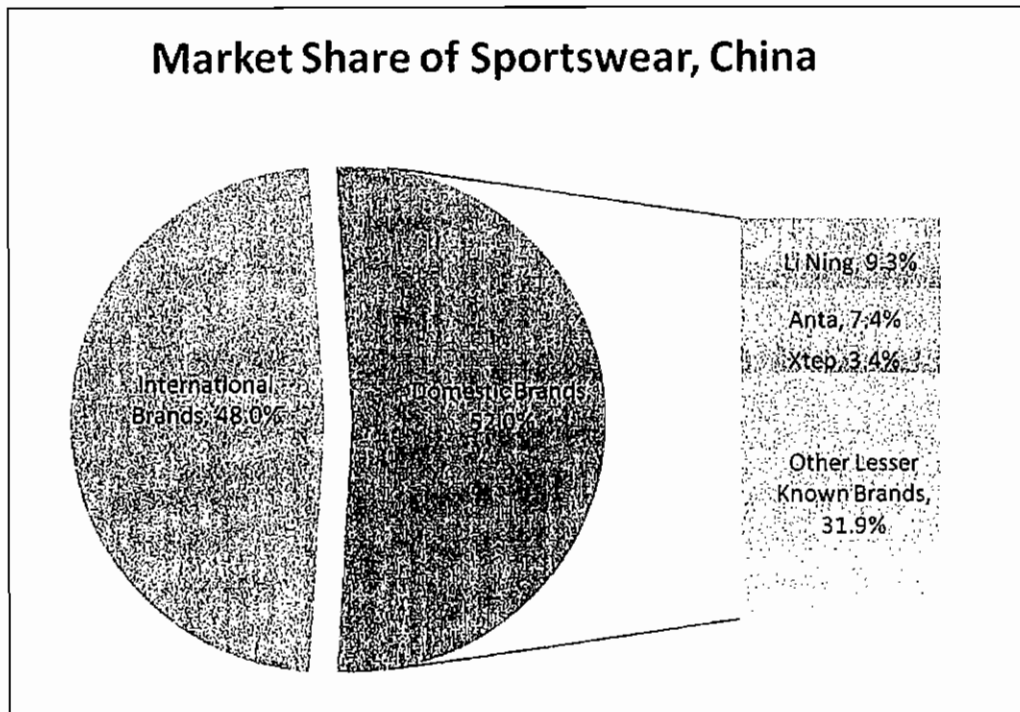
The world's largest sports shoe manufacturing bases

In China, the Fujian province, specifically Jinjiang and Putian, takes the lead with the most number of sportswear manufacturers. Jinjiang is reported to house approximately 4,000 footwear enterprises in 2007, with an annual output of approximately two billion pairs of shoes. Putian is home to over 1,680 enterprises, with production volume of 400 million pairs of footwear in 2007.

China's sportswear market is dominated by domestic brands

Previously dominated by international brands, domestic sportswear companies in China overtook international brands in terms of overall sportswear market share in 2007, commanding 52.0% of the domestic sportswear market.

Figure 7: Market Share of China's Sportswear Industry in 2007



Source: Public Website

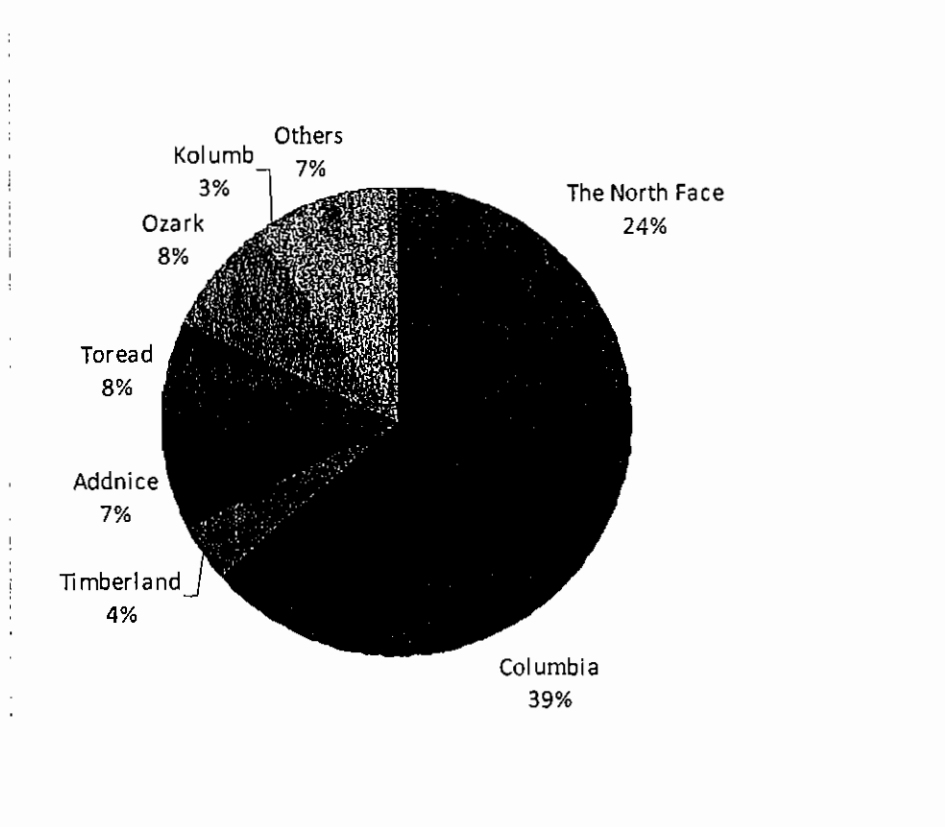
16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

The domestic market leader, Li Ning, boasted a market share of 9.3%, while other lesser known domestic brands comprised 31.9% of China's sportswear market.

Outdoor wear segment continues to be dominated by international brands

Research indicates that The North Face and Columbia have the largest market share in the outdoor segment in 2007, of 24% and 39% respectively. This is followed by domestic brands Toread, Ozark and Addnice. Both Toread and Ozark have respective market shares of 8% each in 2007, whereas Addnice posted a market share of 7% during the year.

Figure 8: Market Share by Sales of Major Outdoor Segment Players for 2007



Source: Derivation based on interviews and Client Information and desktop

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Among the major outdoor segment brands in China, Addnice is found to have the largest number of points of sales of more than 1,300.

Figure 9: Distribution Network of Selected Outdoor Segment Brands

Distribution Network	Estimate Number of Points Sales	Distributors /Retail Chains or of outlets	Principal-owned Stores	Franchised Outlets
The North Face	Approximately 300	X		
Columbia	More than 400	X		
Timberland	Approximately 100	X		
Addnice	More than 1,300	X		
Toread	More than 400	X		X
Ozark	More than 200	X	X	
Kolumb	Close to 200	X	X	

Source: Interviews and Client Information

Government legislation, policies, requirements and incentives within the industry in China

There is no specific legislation or policy governing the sportswear or footwear production industry in China. However, they enjoy certain incentives as detailed below.

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (*Cont'd*)

Incentives

Financial Incentives

In Jinjiang, Fujian Province, new shoe enterprises are awarded the following one-time financial incentives upon fulfilment of the stated conditions:

Figure 10: Financial Incentives

Financial Incentive	Conditions
RMB100,000	Annual sales of more than RMB30 million, with annual tax exceeding RMB1 million.
RMB200,000	Annual sales of more than RMB50 million, with annual tax exceeding RMB2 million.
30% of the new annual tax value	Annual tax exceeding RMB2 million, with annual tax increase of more than 20%.

Source: Public Website

Grants

New shoe companies will be given tax grants of 50%, 30% and 20% for the first three years.

Rent

Shoe companies that commit to a one-time rental of five or more stores, with a lease period of three years, will be given a one-time incentive of RMB50,000.

Others

Shoe enterprises stand to enjoy a number of other incentives such as corporate tax relief, and others such as value-added tax, enterprise income tax, personal income tax, property tax, urban land use tax. The enterprises also stand to enjoy exemption from paying management and registration fees to the Trade and Industry Department.

16. **EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**

Support Measures

The Jinjiang Government has been supportive of the sportswear industry through its measures to upgrade the standards of the industry. In 2007, the Sport Equipment Research and Development Base of China Institute of Sport Science was launched in Jinjiang. Representing the second cooperative effort between Jinjiang and the General Administration of Sport of China, this programme was initiated to collect data on foot shapes.

Departments within the Jinjiang Government are also reported to be involved in the functional design of sports shoes. The National Testing Centre of Footwear (Jinjiang), in collaboration with RSscan & RS Lab, launched a footwear biomechanics laboratory, as well as cooperative efforts in basic areas of sports shoe technical designs. RSscan & RS Lab will assist the National Testing of Footwear (Jinjiang) in achieving international standards of sports shoes biomechanics laboratory design, high-end sports shoes functional biomechanical testing standards evaluation methodology training, as well as basic functional designs of sports shoes.

Demand and Supply of Sportswear in China

Growth in demand is expected to continue

China's sportswear industry has posted growth throughout the years and the growth momentum is expected to continue due to the following factors:

Focus on healthy lifestyle

The Chinese government has been educating and promoting the benefits of a healthy lifestyle to the Chinese population. It is reported to have invested approximately RMB800 million per annum into the sports industry in its bid. Likewise, the Chinese have begun to embrace physical activities due to increased health consciousness and increasing awareness of rising medical expenses and the various forms of viral epidemics.

16. **EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT** *(Cont'd)*

Sporting events promotes sports culture

The recent Beijing Olympics 2008 has not only contributed to China's economy, it has also helped promote a sports culture within the country. With more international sporting events being held in China, such as the 16th Asian Games in 2010 and the World University Games in 2011, the sports culture and increased participation rate in sports among the Chinese is expected to be further boosted. This will, in turn, bolster demand for sportswear products.

Growing affluence and knowledge among the Chinese

With rising purchase powers, Chinese consumers are better able to afford purchase sportswear, particularly established brands. Sportswear is also increasingly purchased as fashion wear, and not just limited as functional wear.

Chinese consumers of today are becoming more demanding as they become more knowledgeable on sportswear. As such, more attention is paid to product quality, technology content, and other facts such as after-sales service.

Two major supply dependencies in China's sportswear industry

While China's sportswear industry is expected to enjoy continued growth, research indicates that sportswear companies in the country are subject to the following two major supply dependencies:

Tighter labour laws

China passed a new labour contract law in January 2008 requiring employers to provide written contracts to employees and limit the use of term contracts. Employers are also required to pay for social security, insurance premiums and overtime pay. The new law also ensures higher compensation for workers in the event of termination by employers. Such stricter labour regulations result in the incurrence of additional costs for shoe manufacturers in China.

16. **EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)**

Rising costs of raw materials

It has been reported that increasing costs have resulted in the shutting down and relocation of approximately 15% of shoe manufacturers in 2008. Those affected are said to be mainly small shoe making enterprises. Sportswear manufacturers, particularly OEM manufacturers, are usually dependent on a few major clients, and thus, lack the bargaining power to pass on higher operating costs to their end customers.

Like many other sports shoes manufacturers, Addnice, too, experienced a rise in its costs of raw materials. However, the company managed to cushion such additional burden through increases in its per unit selling price as well as reducing its reliance on its OEM business.

Demand and supply of outdoor shoes and apparel in China

Interviews revealed that demand for outdoor shoes and apparel is on the rise in the Chinese market due to the following reasons:

- Increasing numbers of Chinese consumers appreciating and embracing outdoor sports; and
- Higher disposable incomes among the Chinese consumers, which make outdoor shoes and apparel more affordable.

Due to the higher technological make-up of outdoor shoes and apparel, outdoor wear is generally priced higher than the average sportswear. For example, an ordinary windbreaker may be priced less than RMB1,000 as opposed to a high performance one which may cost as much as RMB4,000. Interviews further revealed that due to higher prices of outdoor wear, the average age of consumers for outdoor wear tend to be older, ranging from late 20s to their 30s.

According to a survey on China's outdoor industry for 2007 conducted by Converging Knowledge Pte Ltd's source, there are 230 active brands in China's outdoor market in 2007. Out of these 230 brands, 95 (approximately 41.3%) are local brands and the remaining 135 (approximately 58.7%) are foreign brands. Please see Figure 11 below:

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Figure 11: Comparison between Local and Foreign Outdoor Brands

Category	2006	2007	% Change
Active Outdoor Brands in China	176	230	30.7
Clothing	27	25	(7.4)
Whole line	35	54	54.3
Shoes	25	39	56.0
Gear and others	89	112	25.8
Local Outdoor Brands	67	95	41.8
Clothing	22	20	(9.1)
Whole line	12	28	133.3
Shoes	9	11	22.2
Gear and others	24	36	50.0
Foreign Outdoor Brands	109	135	23.9
Clothing	5	5	0.0
Whole line	23	26	13.0
Shoes	16	28	75.0
Gear and others	65	76	16.9

Note:

- Products related to snow sports, fishing and hunting, mountain biking activities are not reported in this survey.
- Whole line – the entire range of a specific brand or brands are available in the stated market.

Source: Public Website

Based on the above-mentioned figure, the total number of active outdoor brands increased by 30.7% in 2007. Local outdoor brands constitute a larger part of this increase. In 2007, the number of active local outdoor brands rose by 41.8%, compared with 23.9% for foreign outdoor brands.

Substitute products

Footwear and apparel are basic necessities. Hence, the threat of substitutes to this market is limited. However, there is a significant degree of substitution between segments. For example, sportswear is often regarded as a substitute for other forms of traditional footwear type.

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Although sportswear is essentially produced and worn for a specific functional sport, substitute products for sportswear are aplenty due to the inadequate knowledge of the Chinese consumers on the different functionalities of sportswear.

Industry reliance on and the vulnerability to imports

In general, the reliance and vulnerability of China's sportswear industry to imports has been decreasing throughout the years. This is largely because a large percentage of the world's shoes are produced in China.

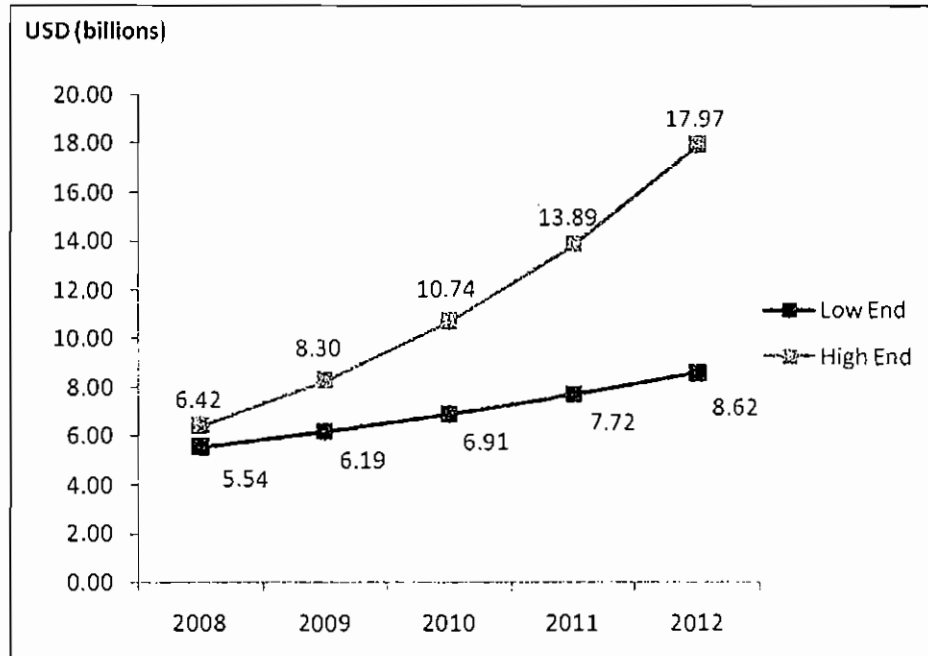
Interviews, however, revealed that the outdoor wear segment of China's sportswear industry is still highly reliant and vulnerable to imports. This is because the industry is still at its infancy. Although some local producers of outdoor wear possess the technological expertise to produce outdoor wear, we understand, through interviews, that a large percentage of the higher performance brands of outdoor wear are still being imported.

Prospects and Outlook

The market size forecasts of China's sportswear industry from 2008 to 2012 are as follows:

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Figure 12: Market Size Forecasts for 2008 to 2012 of China's Sportswear Industry



Source: Tabulations by Converging Knowledge based on information collated through interviews with industry experts

The annual average growth rate of China's sportswear industry is ranging from 11.7% to 15.8% for the period from 2008 to 2012. The market size of the sportswear market is expected to rise to between USD8.62 billion and USD17.97 billion by 2012.

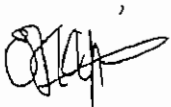
Industry sources interviewed estimate the annual average growth rate for China's outdoor sports market in the range of 27.0% to 42.0% for the period from 2008 to 2012.

16. EXECUTIVE SUMMARY OF INDEPENDENT MARKET RESEARCH REPORT (Cont'd)

Converging Knowledge has prepared this report in an independent and objective manner and has taken adequate care to ensure the accuracy and completeness of the report. We believe that this report represents a true and fair view of the industry within the boundaries and limitations of secondary statistics, primary research and continued industry movements. Our research has been conducted to present a view of the overall industry and may not necessarily reflect the performance of individual companies in this industry. We are not responsible for the decisions and/ or actions of the readers of this report. This report should also not be considered as a recommendation to buy or not to buy the shares of any company or companies.

Thank you.

Yours sincerely,

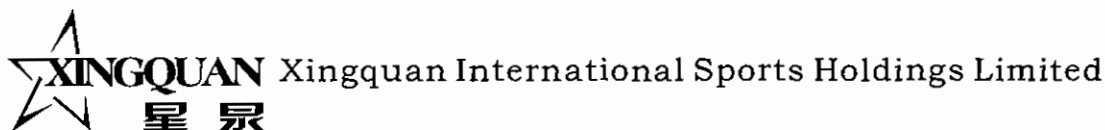


EDDY TAN KONG YIAM

Director

Converging Knowledge Pte Ltd

17. DIRECTORS' REPORT



Registered Branch Office in Malaysia:

Xingquan International Sports
Holdings Limited
312, 3rd Floor
Block C, Kelana Square
17 Jalan SS7/26
47301 Petaling Jaya
Selangor Darul Ehsan
Malaysia

16 June 2009

The Shareholders
Xingquan International Sports Holdings Limited

Dear Sir/Madam

On behalf of the Directors of Xingquan International Sports Holdings Limited ("Xingquan International"), I report after due inquiry that during the period from 31 December 2008 (being the date to which the last audited combined financial statements of Xingquan International and its subsidiaries ("Xingquan International Group") have been made up) to **16 JUN 2009** being a date not earlier than fourteen (14) days before the issue of this Prospectus):

- (a) The business of Xingquan International Group has, in the opinion of the Directors, been satisfactorily maintained;
- (b) In the opinion of the Directors, no circumstances have arisen subsequent to the last audited combined financial statements of Xingquan International Group, which have adversely affected the trading or the value of the assets of Xingquan International Group;
- (c) The current assets of Xingquan International Group appear in the books at values, which are believed to be realisable in the ordinary course of business;
- (d) Save as disclosed in Section 8.4.5 of the Prospectus, there are no contingent liabilities by reason of any guarantees or indemnities given by Xingquan International Group;
- (e) There has been, since the last audited combined financial statements of Xingquan International Group, no default or any known event that could give rise to a default situation, in respect of payments of either interest and/or principal sums in respect of any borrowings; and
- (f) There has been, since the last audited combined financial statements of Xingquan International Group, no material changes in the published reserves or any unusual factors affecting the profit of Xingquan International Group.

Yours faithfully
For and on behalf of the Board of Directors
of **XINGQUAN INTERNATIONAL SPORTS HOLDINGS LIMITED**

Wu Qingquan
Executive Chairman and Chief Executive Officer

Registered office in Malaysia:

312, 3rd Floor Block C, Kelana Square, 17 Jalan SS 7/26,
47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

China address:

福建省晋江市陈埭镇庵上村永安路1号

18. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS

18.1 RELATED PARTY TRANSACTIONS

Under the Bursa Securities LR that are applicable to companies listed on the Main Board and Second Board, a “related party transaction” is a transaction entered into by a listed company or its subsidiaries that involves the interests, direct or indirect, of a related party. A “related party” of a listed company is:

- (i) a director; or
- (ii) a major shareholder having an interest in one or more voting shares in a company and the nominal amount of those shares is:
 - (a) equal to or more than 10% of the aggregate of the nominal amounts of all voting shares in the company; and
 - (b) equal to or more than 5% of the aggregate of the nominal amounts of all the voting shares in the company where such person is the largest shareholder of the company,

of the listed company or its subsidiaries or holding company or the subsidiaries of its holding company and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a director or major shareholder. Further, a related party includes a person connected with such director or major shareholder.

A disclosure is also required if the Group enters into transaction with its key management.

18.1.1 Non-Recurrent Related Party Transactions

Save as disclosed below and the Acquisition as disclosed in Section 14.1.1 of this Prospectus, there are no existing or potential non-recurrent related party transactions for the past three (3) FYE 2008 and 1H 2009 that we have entered into in respect of which rights and obligations are subsisting and/or proposed as at the date of this Prospectus.

Transacting Parties	Nature of Relationship	Nature of transaction	Transaction value			
			FYE 2006	FYE 2007	FYE 2008	1H 2009
Mr Wu Lianfa and Wu Shihu And Addnice Sports	Mr Wu Lianfa is our Executive Director. Mr Wu Shihu is the father of our Executive Chairman and CEO, Mr Wu Qingquan, Mr Wu Lianfa, our Executive Director and Mdm Ng Sio Peng, our Director and Substantial Shareholder.	Addnice Sports acquired 32.35% and 57.65% of the equity in Xingquan Footwear, from Mr Wu Lianfa and Mr Wu Shihu, respectively pursuant to an equity transfer agreement dated 16 January 2008	-	-	RMB4,122,000	-

18. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS (Cont'd)

Transacting Parties	Nature of Relationship	Nature of transaction	Transaction value			
			FYE 2006	FYE 2007	FYE 2008	1H 2009
Mr Wu Shihu And Addnice Sports	Mr Wu Shihu is the father of our Executive Chairman and CEO, Mr Wu Qingquan, Mr Wu Lianfa, our Executive Director and Mdm Ng Sio Peng, our Director and Substantial Shareholder.	Addnice Sports acquired 10% of the equity in Xingquan Footwear from Mr Wu Shihu pursuant to an equity transfer agreement dated 3 August 2008	-	-	-	RMB458,000
Mdm Ng Sio Peng And Addnice Holdings	Mdm Ng Sio Peng is our Director and Substantial Shareholder. She is also the sister of our Executive Chairman and CEO, Mr Wu Qingquan and Mr Wu Lianfa, our Executive Director.	Addnice Holdings acquired 100% of the equity in Addnice Sports pursuant to an equity transfer agreement dated 8 April 2008 as varied in a supplemental equity transfer agreement dated 22 August 2008	-	-	HKD1.00	-
Mr Iao Ieok Chon And Addnice Holdings	Mr Iao Ieok Chon is our Substantial Shareholder and the brother-in-law of our Executive Chairman and CEO, Mr Wu Qingquan and Mr Wu Lianfa our Executive Director and the spouse of Mdm Ng Sio Peng, our Director and Substantial Shareholder.	Addnice Holdings acquired 100% of the equity in Xingquan Plastics pursuant to an equity transfer agreement dated 8 April 2008 as varied in a supplemental equity transfer agreement dated 22 August 2008	-	-	HKD1.00	-

18. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS (Cont'd)

Transacting Parties	Nature of Relationship	Nature of transaction	Transaction value			
			FYE 2006	FYE 2007	FYE 2008	1H 2009
Addnice (International) Company Ltd *	Addnice (International) Company Ltd. was a company held by Mr Wu Qingquan and Mr Iao Ieok Chon.	Addnice Holdings acquired 100% of the equity in Addnice China pursuant to an equity transfer agreement dated 20 May 2008 as varied in a supplemental equity transfer agreement dated 22 August 2008	-	-	HKD1.00	-
And Addnice Holdings	Mr Wu Qingquan is our Executive Chairman and CEO. Mr Iao Ieok Chon is our Substantial Shareholder and the brother-in-law of our Executive Chairman and CEO, Mr Wu Qingquan and Mr Wu Lianfa, our Executive Director and the spouse of Mdm Ng Sio Peng, our Director and Substantial Shareholder.					
Mr. Cai Ningtai	Mr Cai Ningtai, our key management personnel, is the brother-in-law of our Executive Chairman and CEO, Mr Wu Qingquan, Mr Wu Lianfa, our Executive Director and Mdm Ng Sio Peng, our Director and Substantial Shareholder.	Mr Cai Ningtai entered into a lease agreement dated 1 January 2009 with Addnice Sports, to lease factory buildings composed of 4 floors workshop and 5 floors dormitory and office for a period of five (5) years at a monthly rental amount of RMB33,500. The agreement comes with an option to renew the lease for a further period of five (5) years at the prevailing market rate then.	^	^	^	^
And Addnice Sports						

Notes:

* On 6 March 2009, Addnice (International) Company Ltd was deregistered.

^ As the lease agreement commences from 1 January 2009, no rental amount has been paid to Mr Cai Ningtai for the past three (3) FYE 2008 and 1H 2009.

18. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS (Cont'd)

18.1.2 Recurrent Related Party Transactions

There are no existing and/or proposed transactions that are of revenue or trading in nature ("Recurrent Transactions") entered into between our Group and our related parties which are necessary for our day-to-day operations. Our Directors confirm that such Recurrent Transactions, if any, will be carried out on an arm's length basis and on commercial terms which are not more favourable to the related parties than those generally available to third parties and which will not be detrimental to our minority shareholders.

We will make disclosures in our annual report of the aggregate value of transactions conducted based on the nature of Recurrent Transactions made, names of the related parties involved and their relationship with our Company during the financial year and in the annual reports for the subsequent financial years.

18.1.3 Transactions entered into that are unusual in their nature or conditions

There are no unusual transactions in their nature or conditions, involving goods, services, tangible or intangible assets to which our Group was a party in respect of the past three (3) FYE 2008 and 1H 2009 up to the Latest Practicable Date.

18.1.4 Outstanding Loans and Guarantees

Save as disclosed below, there are no outstanding loans (including guarantees of any kind) made by our Group to or for the benefit of our related parties in respect of the past three (3) financial years ended FYE 2008 and 1H 2009. As at the Latest Practicable Date, all outstanding loans (including guarantees of any kind) made by our Group to or for the benefit of our related parties have been settled.

Parties	Transaction value			
	FYE 2006 RMB'000	FYE 2007 RMB'000	FYE 2008 RMB'000	1H 2009 RMB'000
Mr Wu Qingquan	-	-	-	-
Mr Wu Lianfa	-	-	-	-
Mdm Ng Sio Peng (with Addnice Sports)	-	38,000	43,878	93,878
Mr Iao Ieok Chon (with Xingquan Plastics)	19,700	19,700	8,000	32,000

18.1.5 Acquisition of assets within the past three (3) financial years and up to the date of this Prospectus

Save as disclosed in Section 18.1.1 above, none of our Directors or our Substantial Shareholders has any interest, direct or indirect, in the promotion of, or in any material assets which have been, within the past three (3) FYE 2008 and 1H 2009, up to the Latest Practicable Date, acquired or disposed of by or leased to our Company or proposed to be acquired, disposed of by or leased to our Group.

18. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS (Cont'd)

18.2 CONFLICT OF INTERESTS

18.2.1 Our Directors or Substantial Shareholders interest, directorships and/or shareholdings in other businesses and corporations carrying on a similar trade as that of our Group

None of our Directors or Substantial Shareholders has any interest, direct or indirect, directorships and/or shareholdings in other businesses and corporations carrying on a similar trade as that of our Group which would give rise to a conflict of interest situation as at the Latest Practicable Date.

18.2.2 Monitoring and Oversight of Related Party Transactions and Conflict of Interest Situations

Related party transactions, by their very nature, involve a conflict of interest between us and the related parties with whom our Group has entered into such transactions. Any related party transaction or conflict of interest situation involving our Group (including any future related party transaction and conflict of interest situation) must be reviewed by our Audit Committee which would subsequently report to our Board for their further action. If any related party transaction involves any of:

- (a) our Directors and persons connected/related to them;
- (b) our Substantial Shareholders and persons connected/related to them; or
- (c) our Directors and substantial shareholders and persons connected/related to them,

then:

- (a) the relevant Director and persons connected/related to that Director;
- (b) the Substantial Shareholder and persons connected/related to that substantial shareholder; or
- (c) the relevant Director and Substantial Shareholder and persons connected/related to them

are required to abstain from deliberation and/or voting at the relevant Board meeting and general meeting in deciding on the related party transaction.

Further, our Audit Committee periodically reviews the procedures set by us to monitor related party transactions to ensure that these transactions are carried out on normal commercial terms not more favourable to the related party than those generally available to the third parties, dealt at arm's length with our Group and are not to the detriment of our minority shareholders.

18. RELATED PARTY TRANSACTIONS AND CONFLICT OF INTERESTS (Cont'd)

18.3 DECLARATION BY ADVISERS ON CONFLICT OF INTERESTS

18.3.1 Declaration by CIMB

CIMB confirms that there is no conflict of interest in its capacity as the Adviser, Underwriter, Placement Agent and Sole Bookrunner of our Company in relation to the IPO.

18.3.2 Declaration by Wong Beh & Toh

Wong Beh & Toh confirms that there is no conflict of interest in its capacity as the legal counsel for our Company in relation to the IPO.

18.3.3 Declaration by DLA Piper Hong Kong

DLA Piper Hong Kong confirms that there is no conflict of interest in its capacity as the legal counsel for our Company on Hong Kong law in relation to the IPO.

18.3.4 Declaration by Conyers Dill & Pearman Pte. Ltd.

Conyers Dill & Pearman Pte. Ltd. confirms that there is no conflict of interest in its capacity as the legal counsel for our Company on Bermuda law in relation to the IPO.

18.3.5 Declaration by Trend Associates

Trend Associates confirms that there is no conflict of interest in its capacity as the legal counsel for our Company on PRC law in relation to the IPO.

18.3.6 Declaration by SJ Grant Thornton

SJ Grant Thornton confirms that there is no conflict of interest in its capacity as the reporting accountants for our Company in relation to the IPO.

18.3.7 Declaration by Foo Kon Tan Grant Thornton

Foo Kon Tan Grant Thornton confirms that there is no conflict of interest in its capacity as the auditors for our Company in relation to the IPO.

18.3.8 Declaration by Converging Knowledge Pte Ltd

Converging Knowledge Pte Ltd confirms that there is no conflict of interest in its capacity as the independent market researcher for our Company in relation to the IPO.

19. ADDITIONAL INFORMATION

19.1 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
- (ii) We have no founder, management or deferred shares in our Company. As at the date of this Prospectus, we have only one (1) class of shares in our Company, namely ordinary shares of USD0.10 each, all of which rank equally with one another.
- (iii) Save as disclosed in Sections 12.1 and 12.2 of this Prospectus, none of the capital of our Company or our subsidiary companies has been issued or is proposed to be issued as partly or fully paid-up in cash or otherwise than in cash within the 2 years immediately preceding the date of this Prospectus.
- (iv) None of the capital of our Company or our subsidiary companies has been put under any option or has been agreed conditionally or unconditionally to be put under any option.
- (v) There is no scheme involving our employees in the capital of our Company or our subsidiary companies.
- (vi) As at the date of this Prospectus, neither our Company nor our subsidiary companies have any outstanding convertible debt securities.

19.2 EXTRACTS OF SELECTED BYE-LAWS OF OUR COMPANY

The following is a summary or extract of certain Bye-laws of our Company and are qualified in its entirety by the provisions of the Bye-laws of the Company and by applicable law:

(i) Transfer of Shares

Bye-law 46

- (1) *The transfer of any listed securities or class of listed securities of the Company shall be made by way of book entry by the Depository in accordance with the Rules, and the Company shall be precluded from effecting any transfer of listed securities other than through the Depository in accordance with the Rules. Instruments of transfer of any deposited security may be in the form of electronic records of the Depository relating to such transfers. The Record of Depositors received from the Depository shall be entered in the Company's Register. For so long as the shares of the Company are listed on the Bursa Malaysia Securities Berhad, the Company shall procure that a copy of the Record of Depositors is obtained from the Depository at the close of each market day and entered in the Company's Register.*
- (2) *Subject to these Bye-laws, any Member may transfer all or any of his shares (other than deposited securities) by an instrument of transfer in the form acceptable to the Board provided always that the Company shall accept for registration an instrument of transfer in a form approved by the Board.*

19. ADDITIONAL INFORMATION (Cont'd)

Bye-law 47

The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee, provided always that the Board may resolve, either generally or in any particular case, to waive compliance with this Bye-law. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Bye-laws shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

Bye-law 48

- (1) Save in respect of any deposited securities, the Board may, in its absolute discretion and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share (not being a fully paid up share) on which the Company has a lien or, except in the case of a transfer to executors, administrators or trustees of the estate of a deceased Member, a transfer of any share to more than three (3) joint holders.*
- (2) No transfer shall be made to an infant or to a person of unsound mind or under other legal disability.*
- (3) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.*
- (4) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place in Bermuda at which the Register is kept in accordance with the Act.*
- (5) Save as provided in the Bye-laws, there shall be no restriction on the transfer of fully paid up shares (except where required by law or the Listing Requirements).*

Bye-law 49

Without limiting the generality of the last preceding Bye-law, the Board may decline to recognise any instrument of transfer (in respect of shares other than deposited securities) unless:-

- (a) a fee of such sum (not exceeding three Ringgit (RM3.00) or such other maximum sum as the Designated Stock Exchange may determine to be*

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

payable) as the Board may from time to time require is paid to the Company in respect thereof;

- (b) the instrument of transfer is in respect of only one class of share;*
- (c) the instrument of transfer is lodged at the Office or such other place in Bermuda at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and*
- (d) if applicable, the instrument of transfer is duly and properly stamped.*

Bye-law 50

If the Board refuses to register a transfer of any share (other than deposited securities), it shall, within one (1) month after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.

Bye-law 51

The registration of transfers of shares or of any class of shares may, after notice has been given by advertisement in an appointed newspaper and in accordance with the requirements of the Designated Stock Exchange be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine.

(ii) Remuneration of the Directors

Bye-law 95

The ordinary remuneration of the Directors shall from time to time be determined by the Company in general meeting, shall not be increased except pursuant to an ordinary resolution passed at a general meeting where notice of the proposed increase shall have been given in the notice convening the general meeting, and shall (unless otherwise directed by the resolution by which it is voted) be divided amongst the Board in such proportions and in such manner as the Board may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Such remuneration shall be deemed to accrue from day to day.

Bye-law 96

Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.

Bye-law 97

- (1) Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra*

19. ADDITIONAL INFORMATION (Cont'd)

remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Bye-law.

- (2) *The remuneration (including any remuneration under Bye-law 97(1) above) in the case of a Director other than an executive Director shall be payable by a fixed sum and shall not at any time be by commission on or percentage of the profits or turnover, and no Director whether an executive Director or otherwise shall be remunerated by a commission on or percentage of turnover.*

Bye-law 98

The Board shall obtain the approval of the Company in general meeting before making any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

Bye-law 90

Notwithstanding Bye-laws 95, 96, 97 and 98, an executive director appointed to an office under Bye-law 89 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director, but he shall not in any circumstances be remunerated by a commission on or a percentage of turnover.

- (iii) Voting and Borrowing Powers of the Directors

Bye-law 113

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes (except where only two (2) Directors are present and form the quorum or when only two (2) Directors are competent to vote on the matter at issue) the chairman of the meeting shall have an additional or casting vote.

Bye-law 102

- (1) *A Director shall not vote on any resolution of the Board in respect of any contract or arrangement or proposed contract or arrangement in which he has directly or indirectly an interest. Matters in which he shall not be considered to have an interest shall include the following:-*
- (a) *any contract or arrangement for the giving to such Director any security or indemnity in respect of money lent by him or obligations incurred or undertaken by him at the request of or for the benefit of the Company or any of its subsidiaries;*
- (b) *any contract or arrangement for the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director has*

19. ADDITIONAL INFORMATION (Cont'd)

- himself assumed responsibility in whole or in part whether alone or jointly under a guarantee or indemnity or by the giving of security;*
- (c) *any contract or arrangement in which he is interested in the same manner as other holders of shares or debentures or other securities of the Company or any of its subsidiaries by virtue only of his interest in shares or debentures or other securities of the Company;*
- (d) *any contract or arrangement concerning any other company in which he is interested only, whether directly or indirectly, as an officer or executive or a shareholder other than a company in which the Director together with any of his associates (as defined by the rules or regulations, where applicable, of the Designated Stock Exchange) is beneficially interested in (other than through his interest (if any) in the Company) five (5) per cent or more of the issued shares or of the voting rights of any class of shares of such company (or any third company through which his interest is derived); or*
- (e) *any proposal concerning the adoption, modification or operation of a share option scheme, a pension fund or retirement, death or disability benefits scheme or other arrangement which relates both to directors and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director as such any privilege or advantage not accorded to the employees to which such scheme or fund relates.*
- (2) *A company shall be deemed to be a company in which a Director owns five per cent. (5%) or more if and so long as (but only if and so long as) he and his associates (as defined by the Listing Requirements, where applicable), (either directly or indirectly) are the holders of or beneficially interested in (other than through his interest (if any) in the Company) five per cent. (5%) or more of any class of the voting rights available to members of such company (or of any third company through which his interest is derived). For the purpose of this paragraph there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the Director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder.*
- (3) *Where a company in which a Director together with his associates (as defined by the rules or regulations, where applicable, of the Designated Stock Exchange) holds five per cent. (5%) or more is materially interested in a contract or transaction, then that Director shall also be deemed materially interested in such contract or transaction.*
- (4) *If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of*

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

the meeting such question shall be decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

Bye-law 103(1)

The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) except powers that by the Statutes or by these Bye-laws are required to be exercised by the Company in general meeting. The general powers given by this Bye-law shall not be limited or restricted by any special authority or power given to the Board by any other Bye-law.

Bye-law 109

The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

(iv) Changes in capital and variation of class rights

Bye-law 4

The Company may from time to time by ordinary resolution in accordance with Section 45 of the Act:-

- (a) *increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;*
- (b) *consolidate and divide all or any of its capital into shares of larger amount than its existing shares;*
- (c) *divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine provided always that where the Company issues shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words "restricted voting" or "limited voting";*
- (d) *sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;*
- (e) *change the currency denomination of its share capital;*

19. ADDITIONAL INFORMATION (Cont'd)

- (f) *make provision for the issue and allotment of shares which do not carry any voting rights; and*
- (g) *cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled.*

Bye-law 6

The Company may from time to time by special resolution, subject to any confirmation or consent required by law, reduce its authorised or issued share capital or any share premium account or other undistributable reserve in any manner permitted by the laws of Bermuda.

Bye-law 12(1)

Subject to the Act and to the Listing Requirements (if applicable), no shares may be issued by the Board without the prior approval of the Company in general meeting but subject thereto and to these Bye-laws and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount.

Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever.

Bye-law 10

Whenever the share capital of the Company is divided into different classes of shares, subject to the provisions of the Statutes, preference capital other than redeemable preference capital may be repaid and the special rights attached to any class may be varied or abrogated either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise) and may be so repaid, varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting and all adjournments thereof all the provisions of these Bye-laws relating to general meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that the necessary quorum (other than at an adjourned meeting) shall be two persons at least holding or representing by proxy at least one-third in nominal value of the issued shares of the class and at any adjourned meeting of such holders, two holders present in person or by proxy (whatever the number of shares held by them) shall be a quorum and that any holder of shares of the class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him, provided always that where the necessary majority for such a special resolution is not obtained at such general meeting, consent in writing if obtained from the holders of three-quarters in nominal value of the issued shares of the class

19. ADDITIONAL INFORMATION (Cont'd)

concerned within two months of such general meeting shall be as valid and effectual as a special resolution carried at such general meeting. The foregoing provisions of this Bye-law shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights whereof are to be varied.

Bye-law 11

The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking pari passu therewith.

A copy of the Bye-laws of our Company is available for inspection at such place and time as set out in Section 19.8 of this Prospectus.

19.3 DIRECTORS, SUBSTANTIAL SHAREHOLDERS, KEY MANAGEMENT AND PROMOTERS

- (i) The names, addresses and occupations of our Directors are set out in Section 2 of this Prospectus.
- (ii) Our Directors are not required to hold any qualification share in our Company unless otherwise so fixed by us at a General Meeting.
- (iii) Our Company does not have any existing or proposed service agreements (other than employment contracts) with our Directors or Key Management.
- (iv) None of our Directors, Promoters or Key Management (as named herein) is or has been involved in the following events (whether in or outside Malaysia):
 - (a) a petition under any bankruptcy or insolvency laws was filed (and not struck out) against such person or any partnership in which he was a partner or any corporation of which he was a director or key personnel; or
 - (b) disqualified from acting as a director of any corporation, or from taking part directly or indirectly in the management of any corporation; or
 - (c) charged and/or convicted in a criminal proceeding or is a named subject of pending criminal proceeding; or
 - (d) any judgment was entered against such person involving a breach of any law or regulatory requirement that relates to the securities or futures industry; or
 - (e) the subject of an order, judgment or ruling of any court, government, or regulatory authority or body temporarily enjoining him from engaging in any type of business practice or activity.
- (v) Save as disclosed in Section 13.1.9 of this Prospectus, none of our Directors has been paid or intended to be paid remuneration and benefits within the two (2) years preceding the date of this Prospectus, except for remuneration received in the course of employment and directors' fees.
- (vi) Save as disclosed in Section 18.1.1 and for dividends paid or payable to the Company's Substantial Shareholders and Promoters as the shareholders of the Company, no other amounts or benefits has been paid or intended to be paid to our

19. ADDITIONAL INFORMATION (Cont'd)

- Substantial Shareholders and Promoters within the two (2) years preceding the date of this Prospectus.
- (vii) Save as disclosed in Section 18.1.5 of this Prospectus, none of our Directors or our Substantial Shareholders has any interest, direct or indirect, in the promotion of, or in any material assets which have been, within the past three (3) FYE 2008 and 1H 2009 up to the Latest Practicable Date of this Prospectus, acquired or disposed of by or leased to our Company or proposed to be acquired, disposed of by or leased to our Company.
 - (viii) Save as disclosed in Sections 13.1.1 and 13.3.1 of this Prospectus, none of our Directors, Substantial Shareholders and Promoters has any direct or indirect interests in our Company, before and after the IPO.
 - (ix) None of our Directors or Substantial Shareholders has any interest in any contract, agreement or arrangement which is significant in relation to the businesses of our Group as at the date of this Prospectus.
 - (x) Save as disclosed in Section 18.2.1 of this Prospectus, none of our Directors or Substantial Shareholders has any interest, direct or indirect, directorships and/ or shareholdings in other businesses and corporations carrying on a similar trade as that of our Company which would give rise to a situation of conflict of interest.
 - (xi) Save as disclosed in this Prospectus, none of our Directors are 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 Company.

19.4 GENERAL INFORMATION

- (i) The nature of our business has been disclosed in Section 7 of this Prospectus.
- (ii) Our Company has not established any other place of business outside Malaysia other than China.
- (iii) Apart from the listing sought on the Main Board of Bursa Securities, our Company is not listed on any stock exchange.
- (iv) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 20 of this Prospectus.
- (v) The date and time of the opening and closing of the application of our IPO are set out in Sections 4.2 and 20.1 of this Prospectus.
- (vi) Shares under the Retail Offering are payable in full at the Retail Price upon application. The Institutional Offering investors shall pay the Institutional Price for the Shares under the Institutional Offering.
- (vii) Save as disclosed in Section 4 of this Prospectus, no commissions, discounts, brokerages or other special terms have been paid or is payable by our Company within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of our Company and in connection with the issue or sale of any capital of our Company and no Director or Promoter or expert is or are entitled to receive any such payment or any other benefits.

19. ADDITIONAL INFORMATION (Cont'd)

- (viii) During the last financial year and the current financial period up to the date of this Prospectus, there were no:
 - (a) public take-over offers by third parties in respect of our Company's shares; and
 - (b) public take-over offers by our Company in respect of other companies' shares.
- (ix) Save as disclosed in Section 13.3 of this Prospectus, there is no person, so far as known to us, who directly or indirectly, jointly or severally, exercise control over the corporation.

19.5 MATERIAL LITIGATION

We are not engaged in any material litigation, whether as plaintiff or defendant, and our Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect our financial or business position.

19.6 MATERIAL CONTRACTS

Save as disclosed below, we have not entered into any contracts which are or may be material, not being contracts entered into in the ordinary course of business, during the two (2) years preceding the date of this Prospectus or still subsisting at the date of Prospectus:

- (i) Equity Transfer Agreement dated 16 January 2008 between Mr Wu Lianfa and Mr Wu Shihu (being the vendors) and Addnice Sports (being the purchaser) for the purchase by Addnice Sports of approximately 32.35% and 57.65% of the total registered capital in Xingquan Footwear from Mr Wu Lianfa and Mr Wu Shihu respectively, for a purchase consideration of RMB4,122,000.00. The transfer of the 90.0% registered capital in Xingquan Footwear to Addnice Sports was registered with the Jinjiang AIC on 30 January 2008. The sale and purchase of the shares was completed on 30 January 2008.
- (ii) Equity Transfer Agreement dated 3 August 2008 between Mr Wu Shihu and Addnice Sports for the purchase by Addnice Sports of the balance 10.0% of the total registered capital in Xingquan Footwear from Mr Wu Shihu being for a purchase consideration of RMB458,000.00. The transfer of the balance 10.0% registered capital in Xingquan Footwear to Addnice Sports was registered with the Jinjiang AIC on 12 August 2008. The transfer was completed on 12 August 2008.
- (iii) Equity Transfer Agreement dated 8 April 2008 as varied in a Supplemental Agreement dated 22 August 2008 between Mdm Ng Sio Peng and Addnice Holdings for the purchase by Addnice Holdings of 100% of the total registered capital in Addnice Sports from Mdm Ng Sio Peng, for a purchase consideration of HKD1.00. The transfer of the 100% registered capital in Addnice Sports to Addnice Holdings was approved by the Jinjiang Bureau of Commerce on 18 August 2008. The transfer was completed on 2 September 2008.
- (iv) Equity Transfer Agreement dated 8 April 2008 as varied in a Supplemental Agreement dated 22 August 2008 between Mr Iao Ieok Chon and Addnice Holdings for the purchase by Addnice Holdings of 100% registered capital in Xingquan Plastics from Mr Iao Ieok Chon, for a purchase consideration of HKD1.00. The transfer of the 100% registered capital in Xingquan Plastics to Addnice Holdings was

19. ADDITIONAL INFORMATION (Cont'd)

approved by the Jinjiang Bureau of Commerce on 18 August 2008. The transfer was completed on 2 September 2008.

- (v) Equity Transfer Agreement dated 20 May 2008 as varied in a Supplemental Agreement dated 22 August 2008 between Addnice (International) Company Ltd and Addnice Holdings for the purchase by Addnice Holdings of 100% registered capital in Addnice China from Addnice (International) Company Ltd for a purchase consideration of HKD1.00. The transfer of the 100% registered capital in Addnice China to Addnice Holdings was approved by the Jinjiang Bureau of Commerce on 18 August 2008. The transfer was completed on 2 September 2008.
- (vi) Share Swap Agreement dated 26 March 2009 between Xingquan International and Sheng Xiang Shun for the purchase by Xingquan International of 1 ordinary share of HKD1.00 representing the entire issued and paid-up capital of Addnice Holdings, for a purchase consideration of USD21,503,000. The sale and purchase of the share was completed on 1 June 2009.
- (vii) Underwriting Agreement dated 1 June 2009 entered into between our Company and the Underwriter for the Underwriter to underwrite the 9,500,000 Issue Shares ("Underwritten Shares") to be issued under the Retail Offering at an Underwriting Fee of up to 3.5% of the Final Retail Price multiplied by 9,500,000 Issue Shares issued pursuant to the Retail Offering.

19.7 CONSENTS

Our Adviser, Legal Adviser for the IPO, Legal Adviser to the Company on Hong Kong law, Legal Adviser to the Company on Bermuda law, Legal Adviser to the Company on PRC law, Underwriter, Company Secretaries, Auditors, Bermuda Share Registrar, Malaysian Share Registrar, Principal Bankers and Issuing House have, before the issue of this Prospectus, given and have not subsequently withdrawn their written consents for the inclusion in this Prospectus of their names in the manner and form in which such names appear.

Our Reporting Accountants have, before the issue of this Prospectus, given and not subsequently withdrawn their written consents for the inclusion in this Prospectus of its name, Accountants' Report and letters relating to our proforma financial information in the manner and form in which they are contained in this Prospectus.

Our Independent Market Researcher has, before the issue of this Prospectus, given and not subsequently withdrawn its written consent for the inclusion in this Prospectus of its name, the executive summary of its independent market research report and its independent market research letter in the manner and form in which they are contained in this Prospectus.

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19. ADDITIONAL INFORMATION (Cont'd)

19.8 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office in Bermuda or our Company's branch office in Malaysia during office hours for a period of twelve (12) months from the date of this Prospectus:

- (i) The Memorandum of Association and Bye-laws of our Company;
- (ii) Our material contracts and agreements which the Group referred to in Section 19.6 of this Prospectus;
- (iii) The audited combined financial statements of our Group for FYE2006, FYE2007, FYE 2008 and 1H 2009;
- (iv) Our Reporting Accountants' Letter on the Proforma Consolidated Financial Information referred to in Section 8.3 of this Prospectus;
- (v) The Accountants' Report and Directors' Report as referred to in Sections 9 and 17 of this Prospectus, respectively;
- (vi) Our Independent Market Researcher's letter and executive summary of its Independent Market Research Report referred to in Section 16 of this Prospectus; and
- (vii) The letters of consent referred to in Section 19.7 of this Prospectus.

19.9 RESPONSIBILITY STATEMENTS

Our Directors and Promoters have seen and approved this Prospectus and they collectively and individually accept full responsibility for the accuracy of the information given in this Prospectus. They confirm, after making all reasonable enquiries that, to the best of their knowledge and belief, there are no false or misleading statements or other facts which, if omitted, would make any statement in this Prospectus false or misleading.

CIMB, as the Adviser to our IPO, Underwriter for the Retail Offering, Placement Agent and Sole Bookrunner for the Institutional Offering in relation to our IPO, 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 on our IPO.

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20. PROCEDURES FOR APPLICATION

20.1 OPENING AND CLOSING OF APPLICATIONS

OPENING OF THE INITIAL PUBLIC OFFERING: 10.00 A.M., 23 JUNE 2009

CLOSING OF THE INITIAL PUBLIC OFFERING: 5.00 P.M., 30 JUNE 2009

Our Directors and Underwriter may mutually decide in their absolute discretion to extend the closing period for applications under the IPO to any later date or dates. If they decide to extend the closing date of the applications, the dates for the balloting and allotment of the Shares and listing of and quotation for the entire issued and paid-up share capital of our Company on the Main Board of Bursa Securities would be extended accordingly. We will announce any extension in a widely circulated Bahasa Malaysia and English newspaper in Malaysia. We will not accept late applications.

20.2 METHODS OF APPLICATION AND CATEGORY OF INVESTORS

20.2.I Application for Issue Shares under Retail Offering

Applications for the Issue Shares pursuant to the Retail Offering may be made using either of the following:

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

Type of Application Form	Category of Investor
WHITE Application Form only	Malaysian Public
WHITE Application Form or Electronic Share Application ⁽¹⁾ or Internet Share Application ⁽²⁾	Malaysian Public (individuals only)

Notes:

- (1) A surcharge of RM2.50 per Electronic Share Application will be charged by the Participating Financial Institution.
- (2) The following processing fee per Internet Share Application will be charged by the respective Internet Participating Financial Institutions:
 - (i) CIMB (www.eipocimb.com) – RM2.00 for payment via CIMB Bank Berhad or RM5.00 for payment via Malayan Banking Berhad;
 - (ii) CIMB Bank Berhad (www.cimbclicks.com.my) – RM2.00 for applicants with CDS accounts held with CIMB and RM2.50 for applicants with CDS accounts with other ADAs;
 - (iii) Malayan Banking Berhad (www.maybank2u.com.my) – RM1.00;
 - (iv) RHB Bank Berhad (www.rhbbank.com.my) – RM2.50; and
 - (v) Affin Bank Berhad (www.affinOnline.com) – No fees will be charged for application by their account holders.

20. PROCEDURES FOR APPLICATION *(cont'd)*

20.2.2 Application by Institutional investors and selected investors under the Institutional Offering

Institutional investors and selected investors being allocated the Issue Shares under the Institutional Offering will be contacted directly by the Sole Bookrunner and are to follow the instructions as communicated by the Sole Bookrunner.

20.3 PROCEDURES FOR APPLICATION AND ACCEPTANCE

Each application for the Issue Shares under the Retail Offering must be made on the Application Form for the relevant category of investors issued together with this Prospectus and must be completed in accordance with Notes and Instructions printed therein in the respective category of Application Form. The Application Form together with the Notes and Instructions shall constitute an integral part of this Prospectus. Applications which do not conform STRICTLY to the terms of this Prospectus or the respective category of Application Form or Notes and Instructions or which are illegible may not be accepted at the absolute discretion of the Directors of the Company.

FULL INSTRUCTIONS FOR THE APPLICATION FOR OUR ISSUE SHARES OFFERED AND THE PROCEDURES TO BE FOLLOWED ARE SET OUT IN THE APPLICATION FORMS. ALL APPLICANTS ARE ADVISED TO READ THE APPLICATION FORMS AND THE NOTES AND INSTRUCTIONS THEREIN CAREFULLY.

20.3.1 Application by the Malaysian Public under the Retail Offering

Eligibility

You can only apply for our Shares if you fulfill all the following:

- (i) You must have a CDS account. If you do not have a CDS account, you may open a CDS account by contacting any of the ADAs listed in Section 21 of this Prospectus;
- (ii) You must be one of the following:
 - (a) a Malaysian citizen who is at least 18 years old as at the closing date of the Application for the Malaysian Public with a Malaysian address; or
 - (b) a corporation/institution incorporated in Malaysia where, there is a majority of Malaysian citizens on your board of directors/ trustee and if you have a share capital more than half of your issued share capital, excluding preferred share capital, is held by Malaysian citizen; or
 - (c) a superannuation, cooperative foundation, provident or pension fund established or operating in Malaysia.

We will not accept applications from trustees, persons under 18 years of age, sole proprietorships, partnerships or other incorporated bodies or associations, other than corporations / institutions referred to in item (ii) (b) or (c) above or the trustees thereof;

- (iii) You are not a director or employee of the Issuing House or their immediate family members.

20. PROCEDURES FOR APPLICATION (*cont'd*)

20.4 PROCEDURES FOR APPLICATION BY WAY OF AN APPLICATION FORM

Malaysian Public should follow the following procedures in making their applications under the Retail Public Offering:

Step 1 : Obtain Application Documents

Obtain the White Application Form together with the Official "A" and "B" envelopes and this Prospectus. These documents can be obtained subject to availability from the following parties:

- (i) CIMB;
- (ii) Participating organisation of Bursa Securities;
- (iii) Members of the Association of Banks in Malaysia;
- (iv) Members of the Malaysian Investment Banking Association; and
- (v) Issuing House.

Step 2 : Read the Prospectus

In accordance with Section 232(2) of the CMSA, the Application Forms are accompanied by this Prospectus. You are advised to read and understand the Prospectus before making your application.

Step 3 : Complete the WHITE Application Form

Complete the WHITE relevant Application Form legibly and **STRICTLY** in accordance with the Notes and Instructions printed on it and in this Prospectus.

(i) Personal particulars

You must ensure that your personal particulars submitted in your application are identical with the records maintained by the Bursa Depository. Please inform the Bursa Depository promptly of any changes to your personal particulars.

If you are an individual and you are not a member of the armed forces or police, your name and national registration identity card ("NRIC") number must be the same as:

- your NRIC;
- any valid temporary identity document issued by the National Registration Department from time to time; or
- your "Resit Pengenalan Sementara (JPN KP09)" issued pursuant to Peraturan 5(5), Peraturan-peraturan Pendaftaran Negara 1990.

If you are a member of the armed forces or police, your name and your armed forces or police personnel number, as the case may be, must be exactly as that stated in your authority card.

For corporations/institutions, the name and certificate of incorporation number must be the same as that stated in the certificate of incorporation or the certificate of change of name, where applicable.

20. PROCEDURES FOR APPLICATION (cont'd)

(ii) CDS account number

You must state your CDS account number in the space provided in the Application Form. Invalid or third (3rd) party CDS accounts will **not** be accepted.

(iii) Details of payment

You must state the details of your payment in the appropriate boxes provided in the White Application Form.

(iv) Number of Shares Applied

Your application must be for 100 Shares or multiples thereof.

Step 4 : Prepare Appropriate Form of Payment

Prepare the correct form of payment in RM for the FULL amount payable for the Shares based on the Retail Price, which is RM2.10 per Share.

Payment must be made out in favour of “**MIH SHARE ISSUE ACCOUNT No. 468**” and crossed “**A/C PAYEE ONLY**” (excluding ATM statements) and endorsed on the reverse side with your name and address. We only accept the following forms of payment:

- (i) banker's draft or cashier's order purchased within Malaysia only and drawn on a bank in Kuala Lumpur (differentiated by a special red band for Bumiputera applicants);
- (ii) cheques issued by participating licensed finance companies in Malaysia and drawn on a bank in Kuala Lumpur (differentiated by a special red band for Bumiputera applicants);
- (iii) money order or postal order (for applicants from Sabah and Sarawak only);
- (iv) Guaranteed Giro Order (“GGO”) from Bank Simpanan Nasional Malaysia Berhad (differentiated by a special red band for Bumiputera applicants); or
- (v) ATM statement obtained only from any of the following:
 - Affin Bank Berhad;
 - Alliance Bank Malaysia Berhad;
 - AmBank (M) Berhad;
 - CIMB Bank Berhad;
 - EON Bank Berhad;
 - Hong Leong Bank Berhad;
 - Malayan Banking Berhad;
 - Public Bank Berhad; or
 - RHB Bank Berhad;

We will not accept applications with excess or insufficient remittances or inappropriate forms of payment.

20. PROCEDURES FOR APPLICATION (*cont'd*)

Step 5 : Finalise application

Insert the WHITE Application Form with payment and a legible photocopy of your identification document (NRIC/valid temporary identity document issued by the National Registration Department/"Resit Pengenalan Sementara (JPN KP09)"/authority card/certificate of incorporation or certificate of change of name (where applicable)) into Official "A" envelope and seal it. Write your name and address on the outside of the Official "A" and "B" envelopes. The name and address written must be identical to your name and address as per your NRIC/"Resit Pengenalan Sementara (JPN KP09)"/ authority card/valid temporary identity document issued by the National Registration Department / authority card / certificate of incorporation or the certificate of change of name, where applicable. Affix a stamp on Official "A" envelope and insert Official "A" envelope into Official "B" envelope.

Step 6 : Submit application

Each completed Application Form, accompanied by the appropriate remittance and legible photocopy of the relevant documents can be submitted using one of the following methods:

- (i) despatched by **ORDINARY POST** in the official envelopes provided, to the following address:

*Malaysian Issuing House Sdn Bhd (258345-X)
27th Floor Menara Multi-Purpose
Capital Square
No. 8, Jalan Munshi Abdullah
55100 Kuala Lumpur
P.O. Box 13269
50804 Kuala Lumpur*

- (ii) **DELIVERED BY HAND AND DEPOSITED** in the Drop-In Boxes provided at the back portion of 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 30 June 2009.

20.5 PROCEDURES FOR APPLICATION BY WAY OF AN ELECTRONIC SHARE APPLICATION

Only Malaysian individuals may apply for our Shares by way of Electronic Share Application in respect of the Shares made available for application by the Malaysian Public.

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

- (a) You must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account;
- (b) You **must have a CDS account**; and
- (c) You are to apply for the 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 on Section 20.5.3 of the terms and conditions for Electronic Share Applications. You are to enter at least the following information through the ATM where the instructions on the ATM screen at which you enter your Electronic Share Application requires you to do so:
- Personal Identification Number (PIN);

20. PROCEDURES FOR APPLICATION *(cont'd)*

- MIH Share Issue Account Number No. 468;
- CDS account number;
- Number of Shares applied for and/or the RM amount to be debited from the account; and
- Confirmation of several mandatory statements.

20.5.2 Participating Financial Institutions

Electronic Share Applications may be made through an ATM of the following Participating Financial Institutions and their branches:

- AFFIN BANK BERHAD;
- AMBANK (M) BERHAD;
- BANK MUAMALAT MALAYSIA BERHAD;
- CIMB BANK BERHAD;
- EON BANK BERHAD;
- HSBC BANK MALAYSIA BERHAD;
- MALAYAN BANKING BERHAD;
- OCBC BANK (MALAYSIA) BERHAD;
- RHB BANK BERHAD; OR
- STANDARD CHARTERED BANK MALAYSIA BERHAD (at selected branches only).

20.5.3 Terms and Conditions of Electronic Share Applications

The procedures for Electronic Share Applications at ATMs of the Participating Financial Institutions are set out on the ATM screens of the relevant Participating Financial Institutions (“Steps”). For illustration purposes, the procedures for Electronic Share Applications at ATMs are set out in “Steps for Electronic Share Application through a Participating Financial Institution’s ATM” in Section 20.5.1 of this Prospectus. 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 Applications set out below before making an Electronic Share Application.

In the case of Electronic Share Applications, you must have a CDS account to be eligible to utilise the facility.

You must have an existing account with, and be an ATM cardholder of, one of the Participating Financial Institutions before you can make an Electronic Share Application at an ATM of the Participating Financial Institution. An ATM card issued by one 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 your Electronic Share Application transaction, you will receive a computer-generated transaction slip (“**Transaction Record**”), confirming the details of your 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 our Company or the Issuing House. The Transaction Record is for your retention and should not be submitted with any Application Form.

20. PROCEDURES FOR APPLICATION (*cont'd*)

Upon the closing of the IPO on 30 June 2009 at 5.00 p.m. (“Closing Date and Time”), the Participating Financial Institutions shall submit a magnetic tape containing its respective customers’ applications for the Shares to the Issuing House as soon as practicable but not later than 12.00 p.m. of the second (2nd) business day after the Closing Date and Time.

You 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 you have an account and its branches, subject to you making only one (1) application.

YOU MUST ENSURE THAT YOU USE YOUR OWN CDS ACCOUNT NUMBER WHEN MAKING AN ELECTRONIC SHARE APPLICATION. IF YOU OPERATE A JOINT ACCOUNT WITH ANY PARTICIPATING FINANCIAL INSTITUTION, YOU MUST ENSURE THAT YOU ENTER YOUR OWN CDS ACCOUNT NUMBER WHEN USING AN ATM CARD ISSUED TO YOU IN YOUR OWN NAME. YOUR APPLICATION WILL BE REJECTED IF YOU FAIL TO COMPLY WITH THE FOREGOING.

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

- (i) The Electronic Share Application shall be made in relation with and subject to the terms of this Prospectus and our Memorandum and Articles of Association.
- (ii) You are required to confirm the following statements (by pressing predesignated keys (or buttons) on the ATM keyboard) and undertake that the following information given is true and correct:
 - You have attained 18 years of age as at the closing date of the share application;
 - You are a Malaysian citizen residing in Malaysia;
 - You have read the relevant Prospectus and understood and agreed with the terms and conditions of the application;
 - This is the only application that you are submitting; and
 - You hereby give consent to the Participating Financial Institution and Bursa Depository to disclose information pertaining to yourself and your account with the Participating Financial Institution and Bursa Depository to the Issuing House and other relevant authorities.

The application will not be successfully completed and cannot be recorded as a completed transaction at the ATM unless you complete all the steps required by the Participating Financial Institution. By doing so, you shall be deemed to have confirmed 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 SICDA to the disclosure by the relevant Participating Financial Institution or Bursa Depository, as the case may be, of any of your particulars to the Issuing House, or any relevant regulatory bodies.

- (iii) YOU CONFIRM THAT YOU ARE NOT APPLYING FOR SHARES AS A NOMINEE OF ANY OTHER PERSON AND THAT ANY ELECTRONIC SHARE APPLICATION THAT YOU MAKE IS MADE BY YOU AS THE BENEFICIAL OWNER. YOU SHALL ONLY MAKE ONE (1) ELECTRONIC SHARE APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE SHARES, WHETHER AT THE ATMS OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.

20. PROCEDURES FOR APPLICATION (*cont'd*)

- (iv) You must have sufficient funds in your account with the relevant Participating Financial Institution at the time you make your Electronic Share Application, failing which your Electronic Share Application will not be completed. Any Electronic Share Application, which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Share Application is being made will be rejected.
- (v) You agree and undertake 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 you in respect of your Electronic Share Application. In the event that we decide to allot or allocate any lesser number of such shares or not to allot or allocate any shares to you, you agree to accept any such decision as final. If your Electronic Share Application is successful, your confirmation (by your action of pressing the predesignated keys (or buttons) on the ATM keyboard) of the number of Shares applied for shall signify, and shall be treated as, your acceptance of the number of Shares that may be allotted or allocated to you and to be bound by the Memorandum of Association and Bye-laws of our Company.
- (vi) We reserve the right not to accept any Electronic Share Application or accept any Electronic Share Application in part only 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.
- (vii) 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. If your Electronic Share Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into your account with that Participating Financial Institution within two (2) Market Days after the receipt of confirmation from the Issuing House. The Issuing House shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two (2) Market Days after the balloting date. You may check your account on the fifth (5th) Market Day from the balloting day.

If your Electronic Share Application is accepted in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into your account with the Participating Financial Institution within two (2) Market Days after the receipt of confirmation from the Issuing House. 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 the Issuing House by way of cheques issued by the Issuing House. 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 list.

Should you encounter any problems in your application, you may refer to the Participating Financial Institutions.

- (viii) You request and authorise us:
 - (a) To credit the shares allocated to you into your CDS account; and
 - (b) To issue share certificate(s) representing such shares allocated in the name of Bursa Malaysia Depository Nominees Sdn Bhd and send the same to Bursa Depository.

20. PROCEDURES FOR APPLICATION (*cont'd*)

- (ix) You, acknowledging that your Electronic Share Application is subject to the risks of electrical, electronic, technical and computer-related faults and breakdowns, fires and other events beyond our control, the Issuing House or the Participating Financial Institution, irrevocably agree that if:
- (a) Our Company or the Issuing House does not receive your Electronic Share Application; and
 - (b) Data relating to your Electronic Share Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to us or the Issuing House,
- you shall be deemed not to have made an Electronic Share Application and you shall not make any claim whatsoever against our Company, the Issuing House or the Participating Financial Institution for the Shares applied for or for any compensation, loss or damage.
- (x) All of your particulars in the records of the relevant Participating Financial Institution at the time you make your Electronic Share Application shall be deemed to be true and correct, and we, the Issuing House and the relevant Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (xi) You shall ensure that your personal particulars as recorded by both Bursa Depository and the relevant Participating Financial Institution are correct and identical. Otherwise, your Electronic Share Application is liable to be rejected. You must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allocation will be sent to your registered address last maintained with Bursa Depository.
- (xii) By making and completing an Electronic Share Application, you agree that:
- (a) In consideration of our 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 their respective ATMs, your Electronic Share Application is irrevocable;
 - (b) Our Company, the Participating Financial Institutions, Bursa Depository and the Issuing House shall not be liable for any delays, failures or inaccuracies in the processing of data relating to your Electronic Share Application to our Company due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
 - (c) Notwithstanding the receipt of any payment by or on our behalf, the acceptance of your offer to subscribe for and purchase the Shares for which your Electronic Share Application has been successfully completed shall be constituted by the issue of notices of successful allocation for prescribed securities, in respect of the said Shares;
 - (d) You irrevocably authorise Bursa Depository to complete and sign on your behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the shares allocated to you; and

20. PROCEDURES FOR APPLICATION (*cont'd*)

- (e) You agree that in relation to any legal action or proceedings arising out of or in relation with the contract between the parties and/or the Electronic Share Application Scheme and/or any terms herein, all rights, 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 you irrevocably submit to the jurisdiction of the Courts of Malaysia.

- (xiii) If you are successful in your application, our Directors reserve the right to require you to appear in person at the registered office of the Issuing House within fourteen (14) days of the date of the notice issued to you to ascertain your application is genuine and valid. 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 you for the purpose of complying with this provision.

- (xiv) The Issuing House, on the authority of our Directors reserves the right to reject applications, which do not conform to these instructions.

- (xv) A surcharge of RM2.50 per Electronic Share Application will be charged by the respective Participating Financial Institution.

20.6 PROCEDURES FOR APPLICATION BY WAY OF AN INTERNET SHARE APPLICATION

Applications for our Shares by way of Internet Share Application are only applicable for members of the Malaysian public who are individuals.

Please read carefully and follow the terms of this Prospectus, the procedures, terms and conditions for Internet Share Application and the procedures set out on the Internet financial services website of the Internet Participating Financial Institution before making an Internet Share Application.

Step 1 : Set up of account

Before making an application by way of Internet Share Application, you **must have all** of the following:

- (i) an existing account with access to internet financial services with **CIMB** at www.eipocimb.com or **CIMB Bank Berhad** at www.cimbclicks.com.my or **Malayan Banking Berhad** at www.maybank2u.com.my or **RHB Bank Berhad** at www.rhbbank.com.my or **Affin Bank Berhad** at www.affinOnline.com. You need to have your user identification and PIN/password for the Internet financial services facility; and

- (ii) an individual CDS account registered in your name (and not in a nominee's name).

Step 2 : Read the Prospectus

You are advised to read and understand the Prospectus before making your application.

Step 3 : Apply through Internet

We have set out possible steps for an application of the Shares via Internet Share Application below for illustration purposes only.

PLEASE NOTE THAT THE ACTUAL STEPS FOR INTERNET SHARE APPLICATIONS CONTAINED IN THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTION MAY DIFFER FROM THE STEPS OUTLINED BELOW.

20. PROCEDURES FOR APPLICATION (cont'd)

- (i) Connect to the internet financial services website of the Internet Participating Financial Institution with which you have an account;
- (ii) Log in to the Internet financial services facility by entering your user identification and PIN/password;
- (iii) Navigate to the section of the website on applications in respect of IPO;
- (iv) Select the counter in respect of the Shares to launch the Electronic Prospectus and the terms and conditions of the Internet Share Application;
- (v) Select the designated hyperlink on the screen to accept the abovementioned terms and conditions, having read and understood such terms and conditions;
- (vi) At the next screen, complete the online application form;
- (vii) Check that the information contained in the online application form, such as the share counter, NRIC number, CDS account number, number of Shares applied for and the account number to debit are correct, and select the designated hyperlink on the screen to confirm and submit the online application form.

After selecting the designated hyperlink on the screen, you will have to confirm and undertake that the following mandatory statements are true and correct:

- (a) You are at least 18 years of age as at the closing date of the application for the Shares;
- (b) You are a Malaysian citizen residing in Malaysia;
- (c) You have, prior to making the Internet Share Application, received and/or have had access to a printed/electronic copy of the Prospectus, the contents of which you have read and understood;
- (d) You agree to all the terms and conditions of the Internet Share Application as set out in the Prospectus and have carefully considered the risk factors set out in the Prospectus, in addition to all other information contained in the Prospectus, before making the Internet Share Application;
- (e) The Internet Share Application is the only application that you are submitting for the Shares;
- (f) You authorise the financial institution with whom you have an account to deduct the full amount payable for the Shares from your account with the said financial institution ("Authorised Financial Institution");
- (g) You give express consent in accordance with the relevant laws of Malaysia (including but not limited to Section 99 of the Banking and Financial Institutions Act, 1989 and Section 45 of SICDA) to the disclosure by the Internet Participating Financial Institution, the Authorised Financial Institution and/or the Depository, as the case may be, of information pertaining to you, the Internet Share Application made by you or your account with the Internet Participating Financial Institution, to the Issuing House and the Authorised Financial Institution, the SC and any other relevant authority;
- (h) You are not applying for the Shares as a nominee of any other person and the application is made in your own name, as beneficial owner and subject to the risks referred to in this Prospectus; and

20. PROCEDURES FOR APPLICATION (*cont'd*)

- (i) You authorise the Internet Participating Financial Institution to disclose and transfer to any person, including any government or regulatory authority in any jurisdiction, Bursa Securities or other relevant parties in connection with the IPO, all information relating to you if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction or if such disclosure and transfer is, in the reasonable opinion of the Internet Participating Financial Institution, necessary for the provision of the Internet Share Application services or if such disclosure is requested or required in connection with the IPO. Further, the Internet Participating Financial Institution will take reasonable precautions to preserve the confidentiality of information furnished by you to the Internet Participating Financial Institution in connection with the use of the Internet Share Application services;
- (viii) Upon submission of the online application form, you will be linked to the website of the Authorised Financial Institution to effect the online payment of your money for the IPO;
- (ix) You must pay for the Shares through the website of the Authorised Financial Institution, failing which the Internet Share Application is **not completed**, despite the display of the Confirmation Screen. “**Confirmation Screen**” refers to the screen which appears or is displayed on the Internet financial services website, which confirms that the Internet Share Application has been completed and states the details of your Internet Share Application, including the number of Shares applied for, which can be printed out by you for your records;
- (x) As soon as the transaction is completed, a message from the Authorised Financial Institution pertaining to the payment status will appear on the screen of the website through which the online payment for the Shares is being made. Subsequently, the Internet Participating Financial Institution shall confirm that the Internet Share Application has been completed, via the Confirmation Screen on its website; and
- (xi) You are advised to print out the Confirmation Screen for reference and retention.

20.7 TERMS AND CONDITIONS

THE TERMS AND CONDITIONS OUTLINED BELOW SUPPLEMENT THE ADDITIONAL TERMS AND CONDITIONS FOR INTERNET SHARE APPLICATION CONTAINED IN THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTION. PLEASE REFER TO THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTION FOR THE EXACT TERMS AND CONDITIONS AND INSTRUCTIONS.

- (i) You are required to pay the Retail Price of RM2.10 for each Share you have applied for.
- (ii) You can submit only one (1) application for the Shares offered to the Malaysian Public. For example, if you submit an application using a White Application Form, you cannot submit an Electronic Share Application or Internet Share Application.

The Issuing House acting under the authority of our Directors has the discretion to reject applications that appears to be multiple applications.

We wish to caution you that if you submit more than one (1) application in your own name or by using the name of others, with or without their consent, you will be committing an offence under Section 179 of the CMSA and may be punished with a minimum fine of RM1,000,000 and a jail term of up to ten (10) years under Section 182 of the CMSA.

- (iii) Your application must be for at least 100 Shares or multiples thereof.

20. PROCEDURES FOR APPLICATION (*cont'd*)

- (iv) Your application must be made in connection with and subject to this Prospectus and our Memorandum of Association and Bye-laws. You agree to be bound by our Memorandum of Association and Bye-laws.
- (v) Your submission of an application does not necessarily mean that your application will be successful. Any submission of application is irrevocable.
- (vi) Our Company or the Issuing House will not issue any acknowledgement of the receipt of your application or application monies.
- (vii) You must ensure that your personal particulars submitted in your application and/or your personal particulars as recorded by the Internet Participating Financial Institution are correct and identical with the records maintained by the Bursa Depository. Otherwise, your application is liable to be rejected. The Bursa Depository will have to be promptly notified of any change in your address, failing which the notification letter of successful allocation will be sent to your registered/correspondence address last maintained with the Bursa Depository.
- (viii) Your remittances having been presented for payment shall not signify that your application has been accepted.

Our acceptance of your application to subscribe for or purchase the Shares shall be constituted by the issue of notices of allotment for the Shares to you.

- (ix) Submission of your CDS account number in your application includes your authority/consent in accordance with Malaysian laws of the right of the Bursa Depository and the Participating Financial Institution (as the case may be) to disclose information pertaining to your CDS account and other relevant information to us or the Issuing House and any relevant regulatory bodies (as the case may be).

You agree to accept our decision as final should we decide not to allot any shares to you.

- (x) Additional terms and conditions for Electronic Share Applications are as follows:
 - (a) You agree and undertake to subscribe for or purchase and to accept the number of Shares applied for as stated in the Transaction Record or any lesser amount that may be allotted or allocated to you.
 - (b) Your confirmation by pressing the key or button on the ATM shall be treated as your acceptance of the number of shares allotted or allocated to you.
 - (c) Should you be allotted any Shares, you shall be bound by our Memorandum of Association and Bye-laws.
 - (d) You confirm that you are not applying for Shares as a nominee of other persons and that your Electronic Share Application is made on your own account as a beneficial owner.
 - (e) You request and authorise us to credit our Shares allotted to you into your CDS account and to issue share certificate(s) representing those Shares allotted in the name of Bursa Malaysia Depository Nominees Sdn Bhd (as joint-holder with the Depositors) and send them to the Bursa Depository.
 - (f) You acknowledge that your application is subject to electrical, electronic, technical, transmission, communication and computer-related faults and breakdowns, fires and other events which are not in our control, or the control of the Issuing House, the Participating Financial Institution or the Bursa Depository. You irrevocably agree

20. PROCEDURES FOR APPLICATION (*cont'd*)

- that you are deemed not to have made an application if we or the Issuing House do not receive your application or your application data is wholly or partially lost, corrupted or inaccessible to us or the Issuing House. You shall not make any claim whatsoever against us, the Issuing House, the Participating Financial Institution or the Bursa Depository.
- (g) You irrevocably authorise the Bursa Depository to complete and sign on your behalf as transferee or renounce any instrument of transfer and/or other documents required for the transfer of our Shares allocated to you.
- (h) You agree that in the event of legal disputes arising from the use of Electronic Share Applications, our mutual rights, obligations and liabilities shall be determined under the laws of Malaysia and be bound by the decisions of the Courts of Malaysia.
- (xi) Additional terms and conditions for Internet Share Application are as follows:
- (a) Your application will not be successfully completed and cannot be recorded as a completed application unless you have completed all relevant application steps and procedures for the Internet Share Application which would result in the Internet financial services website displaying the Confirmation Screen. You are required to complete your Internet Share Application by the close of the Public Issue mentioned in Section 20.1 of this Prospectus.
- (b) You irrevocably agree and undertake to subscribe for or purchase and to accept the number of Shares applied for as stated on the Confirmation Screen or any lesser amount that may be allotted or allocated to you. Your confirmation by clicking the designated hyperlink on the relevant screen of the website shall be treated as your acceptance of the number of Shares allotted or allocated to you.
- (c) You request and authorise us to credit our Shares allotted to you into your CDS account and to issue share certificate(s) representing those Shares allotted in the name of Bursa Malaysia Depository Nominees Sdn Bhd (as joint-holder with the Depositors) and send them to the Bursa Depository.
- (d) You irrevocably agree and acknowledge that the Internet Share Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, faults with computer software, problems occurring during data transmission, computer security threats such as viruses, hackers and crackers, fires, acts of God and other events beyond our control and the control of the Issuing House, Bursa Depository, the Internet Participating Financial Institution and/or the Authorised Financial Institution. If, in any such event, we, the Issuing House and/or the Internet Participating Financial Institution and/or the Authorised Financial Institution do not receive your Internet Share Application and/or payment, or in the event that any data relating to the Internet Share Application or the tape or any other devices containing such data is wholly or partially lost, corrupted, destroyed or otherwise not accessible for any reason, you shall be deemed not to have made an Internet Share Application and you shall have no claim whatsoever against us, the Issuing House or the Internet Participating Financial Institution and the Authorised Financial Institution.
- (e) You irrevocably authorise the Bursa Depository to complete and sign on your behalf as transferee or renounce any instrument of transfer and/or other documents required for the transfer of our Shares allocated to you.
- (f) You agree that in the event of legal disputes arising from the use of Internet Share Application, our mutual rights, obligations and liabilities shall be determined under the laws of Malaysia and be bound by the decisions of the Courts of Malaysia.

20. PROCEDURES FOR APPLICATION *(cont'd)*

- (g) You shall hold the Internet Participating Financial Institution harmless from any damages, claims or losses whatsoever, as a consequence of or arising from any rejection of your Internet Share Application by us, the Issuing House and/or the Internet Participating Financial Institution for reasons of multiple application, suspected multiple application, inaccurate and/or incomplete details provided by the applicant, or any other cause beyond the control of the Internet Participating Financial Institution.
- (h) You are not entitled to exercise any remedy of rescission for misrepresentation at any time after we have accepted your Internet Share Application.
- (i) In making the Internet Share Application, you have relied solely on the information contained in this Prospectus. We, the Underwriter, the Adviser and any other person involved in the IPO shall not be liable for any information not contained in this Prospectus which may have been relied by you in making the Internet Share Application.

20.8 AUTHORITY OF OUR DIRECTORS AND THE ISSUING HOUSE

Applicants will be selected in a manner to be determined by our Directors. Due consideration will be given to the desirability of allotting or allocating our Shares to a reasonable number of applicants with a view to establishing an adequate market for our Shares.

The Issuing House, on the authority of our Directors, reserves the right to:

- (i) reject applications which do not conform to the instructions in this Prospectus or are illegible, incomplete or inaccurate;
- (ii) reject or accept any application, in whole or in part, on a non-discriminatory basis without giving any reason; and
- (iii) bank in all application monies from unsuccessful/partially successful applicants which would subsequently be refunded without interest by registered post.

If you are successful in your application, our Directors reserve the right to require you to appear in person at the registered office of the Issuing House within fourteen (14) days of the date of the notice issued to you to ascertain your application is genuine and valid. Our Directors are not 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 you for the purpose of complying with this provision.

20.9 OVER/UNDER-SUBSCRIPTION

In the event of over-subscription in the Retail Offering, the Issuing House will conduct a ballot in the manner approved by our Directors to determine acceptance of applications in a fair and equitable manner. In determining the manner of balloting, our Directors will consider the desirability of distributing the Shares to a reasonable number of applicants for the purpose of broadening our shareholding base and establishing an adequate market in the trading of our Shares. Pursuant to the Bursa Securities LR, we need to have a minimum number of 1,000 public shareholders holding not less than 100 Shares each upon Listing and completion of this Public Issue. We expect to achieve this at the point of Listing. In the event that the above requirement is not met, we 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.

20. PROCEDURES FOR APPLICATION *(cont'd)*

In the event of an under-subscription, subject to the clawback and reallocation as set out in Section 4.3.2 of this Prospectus, all the Issue Shares not applied for under the Retail Offering will be subscribed by the Underwriter pursuant to the Underwriting Agreement dated 1 June 2009.

Where your successfully balloted application is subsequently rejected, the full amount of your application monies, will be refunded without interest to you within ten (10) Market Days from the date of the final ballot of the application list to your address registered with the Bursa Depository.

20.10 UNSUCCESSFUL/PARTIALLY SUCCESSFUL APPLICANTS

If you are unsuccessful/partially successful in your application, we will return your application monies without interest in the following manner.

20.10.1 For applications by way of White Application Form

- (i) The application monies or the balance of it, as the case may be, will be returned to you via the self-addressed and stamped Official "A" envelope you provided by ordinary post (for fully unsuccessful applications) or by registered post to your last address maintained with the Bursa Depository (for partially successful applications) within ten (10) Market Days from the date of the final ballot.
- (ii) If your application was rejected because you did not provide a CDS account number, your application monies will be sent to the address stated in the NRIC or "Resit Pengenalan Sementara (JPN KP09)" or any valid temporary identity document issued by the National Registration Department from time to time.
- (iii) The Issuing House reserves the right to bank in all application monies from unsuccessful applicants. These monies will be refunded by registered post to your last address maintained with the Bursa Depository or as per item (ii) above (as the case may be) within ten (10) Market Days from the date of the final ballot.

20.10.2 For applications by way of Electronic Share Application

- (i) The Issuing House shall inform the Participating Financial Institutions of the non-successful or partially successful application within two (2) Market Days after the balloting date. The application monies or the balance of it will be credited into your account with the Participating Financial Institution without interest within two (2) Market Days after the receipt of confirmation from the Issuing House.
- (ii) You may check your account on the fifth (5th) Market Day from the balloting day.
- (iii) A number of applications will be reserved to replace any balloted applications which are rejected. The application monies relating to these applications which are subsequently rejected will be refunded without interest by the Issuing House by way of cheques by registered post or ordinary post. The cheques will be issued not later than ten (10) Market Days from the date of the final ballot. For applications that are held in reserve and are subsequently unsuccessful (or only partly successful), the Participating Financial Institution will arrange for a refund of the application money (or any part thereof) without interest within ten (10) Market Days from the date of the final ballot.

20. PROCEDURES FOR APPLICATION (cont'd)

20.10.3 For applications by way of Internet Share Application

- (i) The Issuing House shall inform the Internet Participating Financial Institutions of the non-successful or partially successful application within two (2) Market Days after the balloting date. The Internet Participating Financial Institution will arrange with the Authorised Financial Institution to credit the application monies or the balance of it into your account without interest or other benefit arising therefrom with the Authorised Financial Institution within two (2) Market Days after the receipt of confirmation from the Issuing House.
- (ii) You may check you account on the fifth (5th) Market Day from the balloting day.
- (iii) A number of applications will be reserved to replace any balloted applications which are rejected. The application monies relating to these applications which are subsequently rejected will be refunded without interest by the Issuing House by way of cheques by registered post or ordinary post. The cheques will be issued not later than ten (10) Market Days from the date of the final ballot. For applications that are held in reserve and are subsequently unsuccessful (or only partly successful), the Internet Participating Financial Institution will arrange for a refund of the application money (or any part thereof) without interest within ten (10) Market Days from the date of the final ballot.

20.11 SUCCESSFUL APPLICANTS

If you are successful in your application:

- (i) Our Shares allocated to you will be credited into your CDS account. We will not be issuing any physical share certificates to you nor shall you be entitled to withdraw any deposited securities held jointly with Bursa Depository or its nominee as long as our Shares are listed on Bursa Securities.
- (ii) A notice of allotment will be dispatched to you at the address last maintained with the Bursa Depository where you have an existing CDS account at your own risk prior to our Listing. This is your only acknowledgement of acceptance of the application.

20.12 ENQUIRIES

You may contact the Issuing House if you have any queries on the White Application Form at telephone no. (603) 2693 2075 (10 lines) of Issuing House. If you have any enquiry with regards to your Electronic Share Application, you may refer to the relevant Participating Financial Institution. If you have any enquiry with regards to your Internet Share Application, you may refer to the relevant Internet Participating Financial Institution and Authorised Financial Institution.

If you are applying for the Shares as a member of the Malaysian Public, you may check the status of your application by logging into the Issuing House's website at www.mih.com.my, or by calling the Issuing House at telephone no. (603) 2693 2075 (10 lines) or your ADA at the telephone number as stated in Section 21 of this Prospectus between five (5) to ten (10) Market Days (during office hours only) after the balloting date.

21. LIST OF ADAS

The list of ADAs and their respective addresses, telephone numbers and broker codes are as follows:

Name	Address and telephone number	ADA 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	3rd Floor, Chulan Tower No. 3, Jalan Conlay 50450 Kuala Lumpur Tel. No.: 03-21438668	028-001
ALLIANCE INVESTMENT BANK BERHAD	No. 8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel. No.: 03-21667922	076-001
ALLIANCE INVESTMENT BANK BERHAD	Ground, 1st & 2nd Floor No. 33, Plaza Crystaville Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel. No.: 03-62033366	076-010
AMINVESTMENT BANK BERHAD	15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel. No.: 03-20782788	086-001
MAYBANK INVESTMENT BANK BERHAD (<i>formerly known as Aseambankers Malaysia Berhad</i>)	Level 8, Tower C Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel. No.: 03-22978888	098-001
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	9th Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel. No.: 03-20849999	065-001
ECM LIBRA INVESTMENT BANK BERHAD	3rd Floor, Wisma Genting Jalan Sultan Ismail 50250 Kuala Lumpur Tel. No.: 03-21781888	052-001

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
KUALA LUMPUR (Cont'd)		
ECM LIBRA INVESTMENT BANK BERHAD	Ground Floor & Level 1 THB Satu Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel. No.: 03-20891800	052-009
HLG SECURITIES SDN BHD	Level 8, Menara HLA No. 3, Jalan Kia Peng 50450 Kuala Lumpur Tel. No.: 03-21681168	066-001
HWANGDBS INVESTMENT BANK 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
HWANGDBS INVESTMENT BANK BERHAD	No. 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
HWANGDBS INVESTMENT BANK BERHAD	Suite 7-03, 7 th Floor Suite 12-02 & Part of Suite 12-01 12 th 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	Stesycon Minyak PROJECT Jalan 1/116B, Off Jalan Kuchai Lama Kuchai Entrepreneur Park 58200 Kuala Lumpur Tel. No.:03-79818811	054-005

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
KUALA LUMPUR (Cont'd)		
JUPITER SECURITIES SDN BHD	7th - 9th Floor, Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel. No.: 03-20341888	055-001
KAF- SEAGROATT & CAMPBELL SECURITIES SDN BHD	11 th -14 th Floor, Chulan Tower No. 3, Jalan Conlay 50450 Kuala Lumpur Tel. No.: 03-2168 8800	053-001
KENANGA INVESTMENT BANK BERHAD	8th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel. No.: 03-21649080	073-001
KENANGA INVESTMENT BANK BERHAD	No. 57-10, Level 10 The Boulevard Mid Valley City Lingkarang Syed Putra 55900 Kuala Lumpur Tel. No.: 03-22871799	073-015
M & A SECURITIES SDN BHD	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkarang Syed Putra 59200 Kuala Lumpur Tel. No.: 03-22821820	057-002
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 AMANAH INVESTMENT BANK BERHAD	Level 11 & 12, Menara MIDF 82 Jalan Raja Chulan 50200 Kuala Lumpur Tel. No.: 03-21788888	026-001
MIMB INVESTMENT BANK BERHAD	Level 18, Menara EON Bank 288, Jalan Raja Laut 50350 Kuala Lumpur Tel. No.: 03-26928899	061-001
OSK INVESTMENT BANK BERHAD	20th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel. No.: 03-23338333	056-001

21. LIST OF ADAS (Cont'd)

KUALA LUMPUR (Cont'd)

OSK INVESTMENT BANK BERHAD	No. 62 & 64, Vista Magna Jalan Prima, Metro Prima 52100 Kuala Lumpur Tel. No.: 03-62575869	056-028
OSK INVESTMENT BANK 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 INVESTMENT BANK 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
PM SECURITIES SDN BHD	Ground, Mezzanine, 1 st & 10 th Floor Menara PMI No. 2, Jalan Changkat Ceylon 50200 Kuala Lumpur Tel. No.: 03-21463000	064-001
PUBLIC INVESTMENT BANK BERHAD	27th Floor, Bangunan Public Bank No.6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel. No.: 03-20313011	051-001
RHB INVESTMENT BANK BERHAD	Level 4, Tower One, RHB Centre Jalan Tun Razak 50400 Kuala Lumpur Tel. No.: 03-92802282	087-001
TA SECURITIES HOLDINGS BERHAD	Floor 13, 15-18, 20, 23, 28-30, 34 & 35 TA One Tower No. 22, Jalan P. Ramlee 50250 Kuala Lumpur Tel No.: 03-20721277	058-003

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
SELANGOR DARUL EHSAN		
AFFIN INVESTMENT BANK BERHAD	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	Lot 229, 2 nd 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	No. 1, Jalan 52/16 46200 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-79553281	028-004
ALLIANCE INVESTMENT BANK BERHAD	Ground Floor No. 1503B, Jalan Besar 43300 Seri Kembangan Selangor Darul Ehsan Tel. No.: 03-89457922	076-013
AMINVESTMENT BANK BERHAD	4 th Floor, Plaza Damansara Utama No. 2, Jalan SS 21/60 47400 Petaling Jaya Selangor Darul Ehsan Tel No.: 03-77106613	086-003
HWANGDBS INVESTMENT BANK 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
HWANGDBS INVESTMENT BANK 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	6 th Floor Menara Apex Off Jalan Semenyih Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel. No.: 03-87361118	079-001

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
SELANGOR DARUL EHSAN (Cont'd)		
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	13 th 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	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	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
KENANGA INVESTMENT BANK BERHAD	Lot 240, 2 nd Floor, The Curve No. 6, Jalan PJU 7/3 Mutiara Damansara 47800 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-7725 9095	073-016
OSK INVESTMENT BANK 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 INVESTMENT BANK BERHAD	No. 37, Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel. No.: 03-87363378	056-045
OSK INVESTMENT BANK BERHAD	Ground & 1 st Floor No. 15, Jalan Bandar Rawang 4 48000 Rawang Selangor Darul Ehsan Tel. No.: 03-60928916	056-047

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
SELANGOR DARUL EHSAN (Cont'd)		
OSK INVESTMENT BANK BERHAD	Ground & Mezzanine Floor No. 87 & 89, Jalan Susur Pusat Perniagaan NBC Batu 1 ½, 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. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel. No.: 03-33415300	064-007
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
SBB SECURITIES SDN BHD	1st, 2nd & 3rd Floor Plaza Damansara Utama No 2, Jalan SS 21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-77297345	090-002
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. No.: 03-80251880	058-005

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
MELAKA		
EMC LIBRA INVESTMENT BANK BERHAD	71A & 73A, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel. No.: 06- 2881720	052-008
MALACCA SECURITIES SDN BHD	No. 1, 3 & 5, Jalan PPM 9 Plaza Pandan Malim (Business Park) Balai Panjang P.O. Box 248 75250 Melaka Tel. No.: 06-3371533	012-001
MERCURY SECURITIES SDN BHD	No. 81-B & 83-B, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel No.: 06-2921898	093-003
OSK INVESTMENT BANK 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 Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel. No.: 06-2833622	087-002

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PERAK DARUL RIDZUAN		
ALLIANCE INVESTMENT BANK BERHAD	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel. No.: 05-6910910	076-008
MAYBANK INVESTMENT BANK BERHAD (<i>formerly known as Aseambankers Malaysia Berhad</i>)	B-G-04 (Ground Floor) Level 1 & 2 No. 42 Persiaran Greentown 1 Pusat Perdagangan Greentown 30450 Ipoh Perak Darul Ridzuan Tel. No.:05-2453400	098-002
ECM LIBRA INVESTMENT BANK BERHAD	No. 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2422828	052-002
ECM LIBRA INVESTMENT BANK BERHAD	No. 7B-1, Jalan Laman Intan Bandar Baru Teluk Intan 36000 Teluk Intan Perak Darul Ridzuan Tel. No.: 05-6222828	052-006
HWANGDBS INVESTMENT BANK BERHAD	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel. No.: 05-8060888	068-003
HWANGDBS INVESTMENT BANK BERHAD	Ground & 1 st Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2559988	068-015
M&A SECURITIES SDN BHD	M&A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel. No.: 05-2419800	057-001
OSK INVESTMENT BANK BERHAD	21-25, Jalan Seenivasagam Greentown 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2415100	056-002

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PERAK DARUL RIDZUAN (Cont'd)		
OSK INVESTMENT BANK 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 INVESTMENT BANK BERHAD	1 st Floor, No. 23 & 25 Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel. No.: 05-6921228	056-016
OSK INVESTMENT BANK BERHAD	Ground Floor 28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel. No.: 05-7231888	056-018
OSK INVESTMENT BANK BERHAD	Ground Floor, No. 40, 42 & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel. No.: 05-8088229	056-034
OSK INVESTMENT BANK BERHAD	No. 72, Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel. No.: 05-4651261	056-044
OSK INVESTMENT BANK 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

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PERAK DARUL RIDZUAN (Cont'd)		
TA SECURITIES HOLDINGS BERHAD	Ground, 1 st & 2 nd Floor Plaza Teh Teng Seng No. 227, Jalan Raja Permaisuri Bainum 30250 Ipoh Perak Darul Ridzuan Tel. No.: 05-2531313	058-001

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PULAU PINANG		
A.A. ANTHONY SECURITIES SDN BHD	1 st Floor, Bangunan Heng Guan 171 Jalan Burmah 10050 Pulau Pinang Tel. No.:04-2299318	078-002
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
ECM LIBRA INVESTMENT BANK BERHAD	No. 111, Jalan Macalister 10400 Pulau Pinang Tel. No.: 04-2281868	052-003
CIMB INVESTMENT BANK BERHAD	Ground Floor Suite 1.01, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No.: 04-2911833	065-003
ECM LIBRA INVESTMENT BANK BERHAD	7th Floor, PSCI Tower 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel. No.: 04-2283355	052-010
HWANGDBS INVESTMENT BANK BERHAD	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel. No.: 04-2636996	068-001
HWANGDBS INVESTMENT BANK 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
INTER-PACIFIC SECURITIES SDN BHD	Ground, Mezzanine & 8 th Floor Bangunan Maybank Trust No. 3, Penang Street 10200 Pulau Pinang Tel No.: 04-2690888	054-002
KENANGA INVESTMENT BANK BERHAD	Lot 1.02, Level 1, Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel. No.: 04-2106666	073-013

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PULAU PINANG (Cont'd)		
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
MERCURY SECURITIES SDN BHD	2 nd Floor, Standard Chartered Bank Chambers 2 Lebu Pantai 10300 Pulau Pinang Tel. No.: 04-2639118	093-004
OSK INVESTMENT BANK BERHAD	64, Bishop Street 20E, 20F & 20G, Penang Street 10200 Pulau Pinang Tel. No.: 04-2634222	056-004
OSK INVESTMENT BANK BERHAD	Ground, 1 st & 2 nd Floor No. 2677, Jalan Chain Ferry Taman Inderawasih 13600 Prai, Pulau Pinang Tel. No.: 04-3900022	056-005
OSK INVESTMENT BANK BERHAD	Ground & Upper Floor No. 11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel. No.: 04-5402888	056-015
OSK INVESTMENT BANK BERHAD	No. 834 Jalan Besar, Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel. No.: 04-5831888	056-032
OSK INVESTMENT BANK 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

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
KEDAH DARUL AMAN		
HWANGDBS INVESTMENT BANK BERHAD	No. 70 A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel. No.: 04-4256666	068-011
ALLIANCE INVESTMENT BANK BERHAD	2nd Floor Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel. No.: 04-7317088	076-004
OSK INVESTMENT BANK BERHAD	Ground Floor, Swiss Inn Hotel No. 1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel. No.: 04-4204888	056-017
OSK INVESTMENT BANK BERHAD	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel. No.: 04-4964888	056-019
OSK INVESTMENT BANK BERHAD	Ground & 1st Floor 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel. No.: 04-7209888	056-021

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PERLIS INDRA KAYANGAN		
ALLIANCE INVESTMENT BANK BERHAD	2nd Floor, Podium Block Bangunan KWSP 01000 Kangar Perlis Indra Kayangan Tel. No.: 04-9765200	076-003

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
NEGERI SEMBILAN DARUL KHUSUS		
ECM LIBRA INVESTMENT BANK BERHAD	1 C-G & 1D-G Jalan Tuanku Munawir 70000 Seremban Negeri Sembilan Tel. No.: 06-7655998	052-013
HWANGDBS INVESTMENT BANK BERHAD	Ground & 1 st Floor 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel. No: 06-7612288	068-007
HWANGDBS INVESTMENT BANK BERHAD	No. 6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel. No.: 06-4553188	068-013
OSK INVESTMENT BANK BERHAD	Ground, 1 st & 2 nd Floor No.33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel. No.: 06-7641641	056-024
OSK INVESTMENT BANK BERHAD	1 st Floor, No. 3601, Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel. No.: 06-4421000	056-037
OSK INVESTMENT BANK BERHAD	1 st & 2 nd Floor No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 71200 Bahau Negeri Sembilan Darul Khusus Tel. No.: 06-4553011	056-040
OSK INVESTMENT BANK 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	1 st , 2 nd & 3 rd Floor 19-21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel. No.: 06-7623131	064-002

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
JOHOR DARUL TAKZIM		
A.A. ANTHONY SECURITIES SDN BHD	Level 6 & 7, Menara MSC Cyberport No. 5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim 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
ALLIANCE INVESTMENT BANK BERHAD	No. 46 & 48 Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel. No.: 07-7717922	076-006
AMINVESTMENT BANK BERHAD	2 nd & 3 rd Floor Penggaram Complex 1 Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel. No.: 07-4342282	086-002
ECM LIBRA INVESTMENT BANK BERHAD	No. 57, 59 & 61 Jalan Ali 84000 Muar Johor Darul Takzim Tel. No.: 06-9532222	052-004
ECM LIBRA INVESTMENT BANK BERHAD	Ground Floor No. 234, Jalan Besar Taman Semberong Baru 83700 Yong Peng Johor Darul Takzim Tel. No.: 07-4678885	052-005
HWANGDBS INVESTMENT BANK 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

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
JOHOR DARUL TAKZIM (Cont'd)		
INTER-PACIFIC SECURITIES SDN BHD	95, Jalan Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel. No.: 07-2231211	054-004
KENANGA INVESTMENT BANK BERHAD	Level 2, Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel. No.: 07-3333600	073-004
KENANGA INVESTMENT BANK BERHAD	No. 31 Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel. No.: 06-9542711	073-008
KENANGA INVESTMENT BANK BERHAD	No. 34 Jalan Genuang 85000 Segamat Johor Darul Takzim Tel. No.: 07-9333515	073-009
KENANGA INVESTMENT BANK BERHAD	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	No. 4, Jalan Dataran 1 Taman Bandar Tangkak 84900 Tangkak Johor Darul Takzim Tel No.: 06-9782292	073-011
MERCURY SECURITIES SDN BHD	Suite 17.1, Level 17 Menara Pelangi No. 1, Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel. No.: 07-3316992	093-005
OSK INVESTMENT BANK 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 INVESTMENT BANK BERHAD	53, 53-A & 53-B, Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel. No.: 07-4380288	056-009

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
JOHOR DARUL TAKZIM (Cont'd)		
OSK INVESTMENT BANK BERHAD	No. 33-1, 1 st & 2 nd Floor Jalan Ali 84000 Muar Johor Darul Takzim Tel. No.: 06-9538262	056-025
OSK INVESTMENT BANK BERHAD	Ground & 1st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel. No.: 07-5577628	056-029
OSK INVESTMENT BANK BERHAD	Ground, 1 st & 2nd Floor No. 3, Jalan Susur Utama 2/1 Taman Utama 85000 Segamat Johor Darul Takzim Tel. No.: 07-9321543	056-030
OSK INVESTMENT BANK BERHAD	Ground, 1 st & 2nd Floor No. 17 Jalan Manggis 86000 Kluang Johor Darul Takzim Tel. No.: 07-7769655	056-031
OSK INVESTMENT BANK BERHAD	Ground, 1 st & 2 nd Floor No 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel. No.: 07-6626288	056-035
OSK INVESTMENT BANK BERHAD	Ground, 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel. No.: 06-9787180	056-038
OSK INVESTMENT BANK BERHAD	1st Floor, No. 2 Jalan Makmur, Taman Sri Aman 85300 Labis Johor Darul Takzim Tel. No.: 07-9256881	056-039
OSK INVESTMENT BANK 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

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
JOHOR DARUL TAKZIM (Cont'd)		
PM SECURITIES SDN BHD	Suite 51, Level 5 Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johro 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

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
KELANTAN DARUL NAIM		
TA SECURITIES HOLDINGS BERHAD	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel. No.: 09-7432288	058-004
ALLIANCE INVESTMENT BANK BERHAD	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 INVESTMENT BANK BERHAD	Ground & 1st Floor No. 3953-H, Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel. No.: 09-7430077	056-020

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
PAHANG DARUL MAKMUR		
ALLIANCE INVESTMENT BANK BERHAD	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel. No.: 09-5660800	076-002
ECM LIBRA INVESTMENT BANK BERHAD	B62, Ground Floor Lorong Tun Ismail 8 Sri Dagangan II 25000 Kuantan Pahang Darul Makmur Tel. No.:09-5133289	052-007
OSK INVESTMENT BANK 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 INVESTMENT BANK BERHAD	Ground Floor, 98 Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel. No.: 09-2234943	056-022
OSK INVESTMENT BANK BERHAD	Ground Floor No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel. No.: 05-4914913	056-041

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
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
ALLIANCE INVESTMENT BANK BERHAD	No. 1D, Ground & Mezzanine No. 1E, Ground, Mezzanine 1st & 2nd Floor, Jalan Air Jerneh 20300 Kuala Terengganu Terengganu Darul Iman Tel. No.: 09-6317922	076-009
OSK INVESTMENT BANK BERHAD	Ground & 1 st Floor 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel. No.: 09-8502730	056-027
OSK INVESTMENT BANK BERHAD	31A, Ground Floor 31A & 31B, 1 st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Darul Iman Tel. No. 09-6261816	056-055

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21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
SABAH		
HWANGDBS INVESTMENT BANK 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
ALLIANCE INVESTMENT BANK BERHAD	Suite 1-9-E1, 9th Floor CPS Tower No.1 Jalan Centre Point 88000 Kota Kinabalu Sabah Tel. No: 088-253922	076-005
OSK INVESTMENT BANK BERHAD	5th Floor, Wisma BSN Sabah Jalan Kemajuan, Karamunsing 88000 Kota Kinabalu Sabah Tel. No. : 088-269788	056-010
ECM LIBRA INVESTMENT BANK BERHAD	Aras 8, Wisma Great Eastern 68, Jalan Gaya 88000 Kota Kinabalu Sabah Tel. No.: 088-236188	052-012
HWANGDBS INVESTMENT BANK BERHAD	Room Nos. 106-109, Mezzanine Floor, Room Nos. 207-212m 2 nd Floor Gaya Centre, Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel. No.: 088-311688	068-008
OSK INVESTMENT BANK BERHAD	Ground Floor, Block 2 Lot 4 & Lot 5, Bandar Indah, Mile 4 North Road 91000 Sandakan Sabah Tel. No.: 089-222275	056-057

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
SARAWAK		
ALLIANCE INVESTMENT BANK BERHAD	No. 32, 1 st Floor, Jalan Bako, 96000 Sibul Sarawak Tel. No.: 084-347922	076-012
CIMB INVESTMENT BANK BERHAD	Level 1, Wisma STA 26 Jalan Datuk Abang Abdul Rahim 93450 Kuching Sarawak Tel. No.: 082-358606	065-004
TA SECURITIES HODLINGS BERHAD	12G, H & I, Jalan Kampong Datu 96000 Sibul Sarawak Tel. No. : 084-319998	058-002
HWANGDBS INVESTMENT BANK BERHAD	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel. No: 082-236999	068-005
HWANGDBS INVESTMENT BANK BERHAD	192, Bintulu Parkcity Commerce Square Lot 3478, Bintulu Town District 97000 Bintulu Sarawak Tel. No.: 086-330008	068-016
KENANGA INVESTMENT BANK BERHAD	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel. No.: 082-338000	073-003
KENANGA INVESTMENT BANK BERHAD	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel. No.: 085-435577	073-002
KENANGA INVESTMENT BANK BERHAD	No. 11-12 (Ground & 1 st Floor) Lorong Kampung Datu 3 96000 Sibul Sarawak Tel. No.: 084-313855	073-012
OSK INVESTMENT BANK BERHAD	Ground, 1st & 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

21. LIST OF ADAS (Cont'd)

Name	Address and telephone number	ADA Code
SARAWAK (Cont'd)		
OSK INVESTMENT BANK BERHAD	Lot 1268, 1st & 2nd Floor Lot 1269 2nd Floor Centre Point Comemrcial Centre Jalan Melayu 98000 Misir Sarawak Tel. No.: 085-422788	056-012
OSK INVESTMENT BANK BERHAD	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibul Sarawak Tel. No.: 084-329100	056-013
OSK INVESTMENT BANK BERHAD	Ground Floor No. 10, Jalan Bersatu 96100 Sarikei Sarawak Tel. No.: 084-654100	056-050
OSK INVESTMENT BANK BERHAD	Ground Floor No.177, Taman Sri Dagang 97000 Bintulu Sarawak Tel. No.: 086-311700	056-053
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
OSK SECURITIES BERHAD	Ground & 1 st Floor Lot 1085, Jalan Buangsiol 98700 Limbang Sarawak Tel. No.: 085-213188	056-060