

12. BYE-LAWS OF THE ESOS

1. NAME OF SCHEME

This Scheme shall be called the “Pelangi Publishing Group Bhd Employee Share Option Scheme”.

2. OBJECTIVES OF SCHEME

The objectives of the Scheme are:-

- (a) To provide an opportunity for Employees to participate as shareholders of the Company;
- (b) To reward and retain Employees whose services are vital to the continued growth of the Group; and
- (c) To motivate Employees towards better performance through greater loyalty to the Group.

3. DEFINITIONS AND INTERPRETATION

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

“Act”	- The Companies Act, 1965, as amended from time to time, and any re-enactment thereof
“Available Balance”	- The unissued share capital of the Company which is available for the offer of further Options subject to the limit set out in Bye-Law 4.2 and after deducting all Options which have been offered and accepted
“Board”	- The Board of Directors of the Company
“Bye-Laws”	- The rules, terms and conditions of the Scheme (as may be amended, varied or supplemented from time to time in accordance with Bye-Law 22)
“CDS”	- Central Depository System
“CDS Account”	- An account established by Malaysian Central Depository Sdn. Bhd. for a depositor for the recording of deposits of securities and dealings in such securities by the depositor
“Company” or “Pelangi Publishing”	- Pelangi Publishing Group Bhd
“Date of Expiry”	- The last day of the duration of the Scheme as defined in Bye-Law 19.1
“Date of Offer”	- The date on which an Offer is made by the Option Committee to an Eligible Employee in the manner provided in Bye-Law 7
“Effective Date”	- The date of the confirmation letter submitted by the Company’s adviser to the SC pursuant to the SC Guidelines, which signifies the effective date for the launching/implementation of the Scheme

12. BYE-LAWS OF THE ESOS (Cont'd)

- “Eligible Employee” - An Employee who is designated in writing by the Option Committee to be an Eligible Employee described in Bye-Law 5, and falling within any of the categories of Employees set out in Bye-Law 6
- “Employee” - A natural person who is employed by and on the payroll of any company in the Group. Employees include Executive Directors
- “Entitlement Date” - The date as at the close of business on which shareholders’ names must appear on Pelangi Publishing’s Record of Depositors in order to participate in any dividends, rights, allotments or other distributions
- “Executive Director” - A natural person who holds a directorship in a full time executive capacity in any company in the Group and is on the payroll of such company
- “Grantee” - An Eligible Employee who has accepted an Offer in the manner provided in Bye-Law 8
- “Group” - The Company and its subsidiaries as defined in Section 5 of the Act, which are not dormant. Subsidiaries include subsidiaries which are existing as at the Effective Date and subsidiaries which are incorporated or acquired at any time during the duration of the Scheme but exclude subsidiaries which have been divested in the manner provided in Bye-Law 17.2
- “MSEB” - Malaysia Securities Exchange Berhad
- “Market Day” - Any day from Monday to Friday (inclusive of both days) which is not a public holiday and on which the MSEB is open for the trading of securities
- “Maximum Entitlement” - The maximum number of Options that can be offered to an Eligible Employee as stipulated in Bye-Law 6.1
- “Offer” - A written offer made by the Option Committee to an Eligible Employee in the manner provided in Bye-Law 7
- “Option” - The right of a Grantee to subscribe for one (1) new Share pursuant to the contract constituted by acceptance by the Grantee in the manner provided in Bye-Law 8 of an Offer made to such Grantee by the Option Committee pursuant to Bye-Law 7
- “Option Committee” - A committee comprising directors and/or senior management personnel appointed by the Board to administer the Scheme

12. BYE-LAWS OF THE ESOS (Cont'd)

- “Option Period” - The period commencing from the Date of Offer and expiring on the Date of Expiry of the Scheme as provided in Bye-Law 19.1. In the event that the duration of the Scheme shall be extended, the Scheme shall be automatically renewed for a period of five (5) years, the Date of Expiry of the Scheme shall be the date of expiry as so extended.
- “SC” - Securities Commission
- “SC Guidelines” - The “Policies and Guidelines on Issue/Offer of Securities” issued by the SC including any amendments, press releases, flexibilities and announcements made from time to time
- “Scheme” - The scheme for the granting of Options to Eligible Employees to subscribe for new Shares upon the terms as herein set out, such scheme to be known as the “Pelangi Publishing Employee Share Option Scheme”
- “Shares” - Ordinary shares of RM0.50 each in the Company
- “Subscription Price” - The price at which a Grantee shall be entitled to subscribe for each Share as calculated in accordance with the provisions of Bye-Law 11

- 3.2 Headings are for ease of reference only and do not affect the meaning of a Bye-Law.
- 3.3 References to the provisions of statutes include such provisions as amended or re-enacted from time to time, and references to statutes include any consolidations, replacements or revisions of the same.
- 3.4 Words importing the masculine gender shall include the feminine and neuter genders.
- 3.5 Words importing the singular number shall include the plural number and *vice versa*.

4. TOTAL NUMBER OF SHARES AVAILABLE UNDER THE SCHEME

- 4.1 Each Option shall be exercisable into one (1) new Share in accordance with the provisions of these Bye-Laws.
- 4.2 The aggregate number of Options exercised and Options offered and to be offered under the Scheme shall not exceed ten per centum (10%) of the issued and paid-up ordinary share capital of the Company at any one time during the duration of the Scheme as provided in Bye-Law 19.1, and further, the following shall be complied with:-
- (a) Not more than fifty per centum (50%) of the Shares available under the Scheme shall be allocated, in aggregate, to directors and senior management; and
- (b) Not more than ten per centum (10%) of the Shares available under the Scheme shall be allocated to any Eligible Employee who, either singly or collectively through his or her associates (as defined in the Act), holds twenty per centum (20%) or more of the issued and paid-up capital of the Company.

12. BYE-LAWS OF THE ESOS (Cont'd)

- 4.3 Notwithstanding Bye-Law 4.2 above nor any other provision herein contained, in the event the maximum number of new Shares comprised in the Options granted under the Scheme exceeds the aggregate of ten per centum (10%) of the issued and paid-up ordinary share capital of the Company as a result of the Company purchasing its own Shares pursuant to Section 67A of the Act and thereby diminishing the issued and paid-up capital of the Company, the Options granted shall remain valid and exercisable in accordance with these Bye-Laws. However, in such a situation, the Option Committee shall not make any further Offers.
- 4.4 The Company will keep available sufficient unissued Shares in its authorised share capital to satisfy all outstanding Options throughout the duration of the Scheme.

5. ELIGIBILITY

- 5.1 Only Employees who fulfill the following conditions shall be eligible to participate in the Scheme:-
- (a) An Employee must be at least eighteen (18) years of age on the Date of Offer;
 - (b) An Employee must fall under one of the categories of Employees listed in Bye-Law 6.1;
 - (c) An Employee must have been confirmed and must have served the Group on a continuous basis for a period of not less than one (1) year on the Date of Offer;
 - (d) If an Employee is employed by a subsidiary of the Company, the Employee's period of employment in the Group, for purposes of determining the minimum period of continuous service as stipulated in paragraph (c) above, shall be deemed to commence from the date on which the Employee commenced employment with the subsidiary, or the date on which such company became a subsidiary of the Company, whichever is later; and
 - (e) If an Employee is not a Malaysian citizen, he/she must, in addition to the conditions stipulated in paragraphs (a) to (d) above, also fulfil the following conditions:-
 - (i) The Employee's contribution must be deemed by the Option Committee to be vital to the Group;
 - (ii) Where the Employee is of executive status, the Employee has served the Group on a full time basis for at least one (1) year as at the Date of Offer; and
 - (iii) Where the Employee is of non-executive status, the Employee has served the Group on a full time basis for more than three (3) years as at the Date of Offer.

Provided always that the selection of any Employee for participation in the Scheme shall be at the discretion of the Option Committee and the decision of the Option Committee shall be final and binding.

- 5.2 No Employee shall participate at any time in more than one (1) employee share option scheme currently implemented by any company within the Group.
- 5.3 Subject to Bye-Laws 4.2 and 6.1, in the event that the Option Committee has determined that certain Eligible Employees are entitled to be offered additional Options and the Available Balance is insufficient to grant their full additional entitlements, the Available Balance may be distributed on such basis as the Option Committee may determine.

12. BYE-LAWS OF THE ESOS (Cont'd)

- 5.4 The Option Committee has the discretion not to make further additional Offers regardless of the amount of the Available Balance.
- 5.5 Executive directors who represent the Government or Government institutions or agencies and Government employees who are serving in the public service scheme as defined under Article 132 of the Federal Constitution are not eligible for the Scheme.

6. MAXIMUM ENTITLEMENT AND BASIS OF ALLOTMENT

- 6.1 The categories of Employees who are eligible to participate in the Scheme and their Maximum Entitlements are as follows:-

Category of Employee	Maximum Entitlement (No. of Options)
Managing Director	800,000
Executive Director	500,000
Manager	300,000
Assistant Manager	150,000
Executive	50,000
Non-Executive	30,000

- 6.2 (a) In determining the number of Options to be offered to an Eligible Employee under the Scheme, the Option Committee will take into consideration the seniority, performance and the length of service of the Employee in the Group as at the Date of Offer, subject to a minimum of one thousand (1,000) Options and in multiples of one thousand (1,000) Options.
- (b) Not more than fifty per centum (50%) of the Shares available under the Proposed ESOS shall be allocated, in aggregate, to directors and senior management. Not more than ten per centum (10%) of the Shares available under the Scheme shall be allocated to any Eligible Employee who, either singly or collectively through his or her associates (as defined in the Act), holds twenty per centum (20%) or more of the issued and paid-up capital of the Company.
- (c) In the event that an Eligible Employee is moved to a higher category, his/her Maximum Entitlement shall be increased in accordance with the scale provided in Bye-Law 6.1 upon his/her confirmation in the higher category.
- (d) In the event that an Eligible Employee is moved to a lower category, the following provisions shall apply:-
- (i) His/Her Maximum Entitlement shall be reduced in accordance with the scale provided in Bye-Law 6.1;

12. BYE-LAWS OF THE ESOS (Cont'd)

- (ii) In the event that the total number of Shares in respect of Options which have been accepted by him/her up to the date he/she is moved to the lower category is greater than his/her Maximum Entitlement under such lower category, he/she shall be entitled to continue to hold and to exercise all unexercised Options held by him/her on such date but he/she shall not be entitled to be offered any further Options unless and until he/she is subsequently moved to a higher category so that his/her Maximum Entitlement is increased to an amount greater than the total number of Shares in respect of Options which have already been accepted by him/her; and
 - (iii) In the event that the total number of Shares in respect of Options which have been accepted by him/her up to the date he/she is moved to the lower category is less than his/her Maximum Entitlement under such lower category, he/she shall be entitled to continue to hold and to exercise all unexercised Options held by him/her on such date and, subject to Bye-Law 6.3, to be offered further Options up to his/her Maximum Entitlement under such lower category.
- 6.3 Notwithstanding Bye-Law 6.1, the number of Options to be offered to each Eligible Employee shall, subject to each Eligible Employee's Maximum Entitlement, be at the discretion of the Option Committee. In exercising its discretion, the Option Committee shall take into consideration amongst others, the seniority, performance and length of service of each Eligible Employee. The Option Committee shall not be obliged in any way to offer to an Eligible Employee all of the specified Maximum Entitlement. The decision of the Option Committee shall be final and binding.
- 6.4 The Option Committee may at its discretion introduce additional categories of Employees which it shall deem necessary during the duration of the Scheme provided always that the Maximum Entitlements in respect of these additional categories are in compliance with the relevant SC Guidelines and applicable laws.
- 6.5 The Option Committee may make more than one (1) Offer to an Eligible Employee provided that the aggregate number of Options offered to an Eligible Employee throughout the entire duration of the Scheme does not exceed his Maximum Entitlement.

7. OFFER

- 7.1 During the duration of the Scheme, the Option Committee may at its discretion at any time and from time to time make an Offer in writing to an Eligible Employee, subject to the Eligible Employee's Maximum Entitlement under Bye-Law 6.1 hereof.
- 7.2 The Option Committee shall state the following particulars in the letter of Offer:-
- (a) The number of Options that are being offered to the Eligible Employee;
 - (b) The number of Shares which the Eligible Employee shall be entitled to subscribe for upon the exercise of the Options being offered;
 - (c) The Option Period;
 - (d) The Subscription Price; and
 - (e) The Offer Period as defined in Bye-Law 7.3.
- 7.3 An Offer shall be valid for a period of fourteen (14) days from the Date of Offer ("**Offer Period**").

12. BYE-LAWS OF THE ESOS (Cont'd)

- 7.4 No Offer shall be made to any Executive Director of Pelangi Publishing unless such Offer and the related allotment of Shares have previously been approved by the shareholders of the Company in general meeting.
- 7.5 Without prejudice to Bye-Law 21, in the event of an error on the part of the Company in stating any of the particulars referred to in Bye-Law 7.2, the following provisions shall apply:-
- (a) Within one (1) month after discovery of the error, the Company shall issue a supplemental letter of Offer, stating the correct particulars referred to in Bye-Law 7.2;
 - (b) In the event that the error relates to particulars other than the Subscription Price, the Subscription Price applicable in the supplemental letter of Offer shall remain as the Subscription Price as per the original letter of Offer; and
 - (c) In the event that the error relates to the Subscription Price, the Subscription Price applicable in the supplemental letter of Offer shall be the Subscription Price applicable as at the date of the original letter of Offer, save and except with respect to any Options which have already been exercised as at the date of issue of the supplemental letter of Offer.
- 7.6 After each adjustment following an alteration of the share capital of the Company as stipulated in Bye-Law 15.1, upon the return by a Grantee of the original letter of Offer to the Company, that letter of Offer shall be amended or a new letter of Offer shall be issued within two (2) months from the date of return of the original letter, to reflect the adjustment made to the number of Options granted to the Grantee and/or to the Subscription Price.

8. ACCEPTANCE

- 8.1 An Offer shall be accepted by an Eligible Employee within the Offer Period by written notice to the Company accompanied by a payment to the Company of a nominal non-refundable consideration of Sen Fifty (RM0.50) only for the grant of the Options.
- 8.2 If an Offer is not accepted in the manner aforesaid, the Offer shall automatically lapse upon the expiry of the Offer Period. The number of Options offered in the lapsed Offer shall be deducted from the Maximum Entitlement or the balance of the Maximum Entitlement of the Eligible Employee, and the Eligible Employee shall not be entitled to be offered the number of Options offered in the lapsed Offer, in any Offers made in the future.

9. NON-TRANSFERABILITY

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

12. BYE-LAWS OF THE ESOS (Cont'd)**10. EXERCISE OF OPTIONS**

- 10.1 Subject to Bye-Laws 14.2, 14.3, 16 and 17, a Grantee shall be allowed to exercise the Options granted to him/her on terms set out in the letter of Offer, on the first (1st) and third (3rd) Thursday of the month or such other period that may be stipulated by the Option Committee, during his/her lifetime whilst he/she is in the employment of the Group, and within the Option Period subject to the following limits:-

Maximum Percentage of Options Exercisable in Each Year Commencing From Date of Offer			
Number of Options	Year 1	Year 2	Year 3
Less than 20,000	100	-	-
20,000 and above	40	30	30

- 10.2 Subject to the discretion of the Option Committee, where a Grantee is serving under an employment contract and the remaining duration of the contract is less than five (5) years from the Date of Offer, he/she may exercise any remaining unexercised Options upon the expiry of the contract but before the Date of Expiry of the Scheme.
- 10.3 Options which are exercisable in a particular year but are not exercised may be carried forward to subsequent years subject to the Option Period. Any balance of Options not exercised within six (6) months preceding the Date of Expiry shall be capable of being exercised in full subject to the approval of the Option Committee. Any Options which remain unexercised at the expiry of the Option Period shall be automatically terminated without any claim against the Company. For the avoidance of doubt, it is hereby stated that the provisions of Bye-Laws 10.1 and 10.2 are subject to the provisions of this Bye-Law 10.3.
- 10.4 A Grantee shall exercise his Options on the first (1st) and third (3rd) Thursday of the month or such other period that may be stipulated by the Option Committee, by notice in writing to the Company stating the number of Options exercised. The procedure for the exercise of Options to be complied with by a Grantee shall be determined by the Option Committee from time to time.
- 10.5 A Grantee shall exercise his Options by notice in writing to the Company in the prescribed form stating the number of Options exercised, the number of Shares relating thereto and the Grantee's individual/nominee CDS Account number. The Options shall be exercised in multiples of and not less than one thousand (1,000) Options. The exercise by a Grantee of some but not all of the Options which have been offered to and accepted by him/her shall not preclude the Grantee from subsequently exercising any other Options which have been or will be offered to and accepted by him/her, during the Option Period.
- 10.6 Every notice to exercise Options shall be accompanied by a remittance in Ringgit Malaysia in the form of a banker's draft or cashier's order drawn and payable in Johor Bahru, for the full amount of the subscription money in relation to the number of Shares in respect of which the notice is given.
- 10.7 Within ten (10) market days of the date of receipt of a notice of the exercise of the option together with the requisite payment or such other period as may be prescribed by the MSEB and subject to the Articles of Association of the Company, the Company shall allot and/or issue the shares, despatch a notice of allotment to the Grantee and make an application for the quotation of the said Shares. The said Shares will be credited directly into the CDS Account of the Grantee or his financier, as the case may be. No physical certificates will be issued.

12. BYE-LAWS OF THE ESOS (Cont'd)

- 10.8 The Company, the Board and the Option Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities howsoever arising in the event of any delay on the part of the Company in allotting and issuing the Shares or in procuring the MSEB to list and quote the Shares subscribed for by a Grantee or any delay in receipt or non-receipt by the Company of the notice to exercise the Options or for any errors in any Offers.
- 10.9 In the event that a Grantee is subject to disciplinary proceedings (whether or not such disciplinary proceedings will give rise to a dismissal or termination of service) the Option Committee may, in its discretion, suspend and/or cancel the right of the Grantee to exercise his/her Option pending the outcome of such disciplinary proceedings. The Option Committee may impose such terms and conditions as the Option Committee shall deem appropriate having regard to the nature of the charges made or brought against the Grantee and the outcome of such disciplinary proceedings PROVIDED ALWAYS THAT in the event that such Grantee shall subsequently be found to be not guilty of the charges which gave rise to such disciplinary proceedings, the Option Committee shall reinstate the rights of such Grantee to exercise his/her Option PROVIDED THAT such reinstatement is within the Duration of the Scheme in accordance with Bye-Law 10.

11. SUBSCRIPTION PRICE

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

- (a) Where the Option is granted before the Company is listed on the MSEB then the price at which the Option Holder is entitled to subscribe for the Shares shall not be less than the price of the Shares set for the public issue of the Shares for the purpose of listing of the Company on the MSEB ("Issue Price").
- (b) Where the Option is granted on or after the Company is listed on the MSEB, the price at which the Option Holder is entitled to subscribe for the Shares shall be the higher of:-
- i. a price to be determined by the Board upon the recommendation of the ESOS Committee which is at a discount of not more than 10% from the weighted average market price of the Shares as shown in the daily official list issued by the MSEB for the five(5) Market Days immediately preceding the Date of Offer; and
 - ii. the par value of the Shares.

subject to such adjustments as stipulated under Bye-Law 15 herein.

12. RIGHTS ATTACHING TO SHARES

The new Shares to be allotted upon the exercise of any Options will, upon allotment and issue, rank pari passu in all respects with the existing issued and paid-up Shares of the Company, except that the new Shares will not be entitled to any dividends, rights, allotments or other distributions, the Entitlement Date of which is prior to the date of allotment of the said Shares. The new Shares will be subject to all the provisions of the Articles of Association of the Company.

13. HOLDING OF SHARES

The Company encourages Grantees to hold the Shares subscribed for by them for as long as possible although a Grantee or his financier, as the case may be, may sell the Shares subscribed for by the Grantee at any time after such Shares have been credited to the

12. BYE-LAWS OF THE ESOS (Cont'd)

Grantee's or his/her financier's CDS Account. A Grantee should note that the Shares are intended for him/her to hold as an investment rather than for realisation to yield a quick profit.

14. TERMINATION OF EMPLOYMENT

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

- (a) Termination of employment of the Grantee with the Group for any reason whatsoever, in which event the Option shall be automatically terminated on the day the Grantee notifies his/her employer of his/her resignation or on the Grantee's last day of employment, whichever is the earlier; or
- (b) Bankruptcy of the Grantee, in which event the Option shall be automatically terminated on the date a receiving order is made against the Grantee by a court of competent jurisdiction; or
- (c) Upon the happening of any other event which results in the Grantee being deprived of the beneficial ownership of the Option.

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

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

- (a) Retirement on attaining the normal retirement age of fifty-five (55) years; or
- (b) Retirement before attaining the normal retirement age and with the consent of the employer company within the Group; or
- (c) Ill-health, injury, physical or mental disability; or
- (d) Redundancy; or
- (e) Transfer to any company outside the Group at the direction of the Company; or
- (f) Any other circumstances acceptable to the Option Committee.

14.3 In the event that a Grantee dies before the expiry of the Option Period and, at the date of death, holds any Options which are unexercised, such Options may be exercised by the personal or legal representative of the deceased Grantee within the Option Period subject to the approval of the Option Committee.

The exercise of Options in the proportions set out in Bye-Law 10.1 hereof shall not apply to an exercise of the Options of a deceased Grantee by his/her personal or legal representative. The proportion exercisable is at the discretion of the Option Committee.

12. BYE-LAWS OF THE ESOS (Cont'd)

15. ALTERATION OF CAPITAL

15.1 Subject to Bye-Law 15.3 hereof, in the event of any alteration in the capital structure of the Company during the Option Period, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of Shares or reduction of capital or otherwise howsoever, the Company shall cause such adjustment to be made to:-

- (a) The number of Options granted to each Grantee; and/or
- (b) The Subscription Price

as shall be necessary to give a Grantee the same proportion of the issued capital of the Company as that to which he was entitled prior to the event giving rise to such adjustment.

15.2 The following provisions shall apply in relation to an adjustment which is made pursuant to Bye-Law 15.1:-

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

15.3 Bye-Law 15.1 shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:-

- (a) An issue of Shares pursuant to the exercise of Options under the Scheme; or
- (b) An issue of securities as consideration for an acquisition; or
- (c) An issue of securities as a private placement; or
- (d) An issue of securities as a special issue approved by the relevant authorities; or
- (e) A restricted issue of securities; or
- (f) An issue of Shares arising from the exercise of any conversion rights in respect of securities convertible into new Shares including but not limited to warrants and convertible loan stocks; or
- (g) An issue of further Options to Eligible Employees under these Bye-Laws; or
- (h) A purchase by the Company of its own Shares pursuant to Section 67A of the Act. In this event, the following provisions shall apply:-
 - (i) If the number of Shares in respect of Options granted by the Company as at the date of designation of the Shares so purchased as treasury Shares or cancellation of such Shares is greater than 10% of the issued capital of the Company after such designation or cancellation, the Option Committee shall not make any further Offers; and

12. BYE-LAWS OF THE ESOS (Cont'd)

- (ii) If the number of Shares in respect of Options granted by the Company as at the date of designation of the Shares so purchased as treasury Shares or cancellation of such Shares is less than 10% of the issued capital of the Company after such designation or cancellation, the Option Committee may make further Offers only until the total number of Options granted by the Company is equivalent to 10% of the issued capital of the Company after such designation or cancellation.
- 15.4 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part VII of the Act, Bye-Law 15.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which Bye-Law 15.1 is applicable, but Bye-Law 15.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which Bye-Law 15.1 is not applicable as described in Bye-Law 15.3.
- 15.5 An adjustment pursuant to Bye-Law 15.1 shall be made according to the following terms:-
- (a) In the case of a rights issue, bonus issue or other capitalisation issue, on the Market Day immediately following the Entitlement Date in respect of such issue; or
- (b) In the case of a consolidation or subdivision of Shares or reduction of capital, on the Market Day immediately following the date of allotment of new shares of the Company in respect of such consolidation, subdivision or reduction.

Upon any adjustment being made, the Option Committee shall give notice in writing within a period of two (2) months, to the Grantee, or his legal or personal representative where the Grantee is deceased, to inform him/her of the adjustment and the event giving rise thereto. Any adjustments other than on a capitalisation issue must be confirmed in writing by the Company's auditors to be in their opinion fair and reasonable. Nevertheless, for the avoidance of doubt, by virtue of Bye-Law 26, the decision of the Board shall be final and binding in all respects.

- 15.6 In the event of a dispute in respect of any adjustment, any Grantee may request the Company to seek the opinion of an approved company auditor, acting as an expert and not as an arbitrator, as to its fairness and that this be confirmed in writing. In addition, the Company shall in such situations, at the request of any Grantee, furnish such Grantee with a certificate from an approved company auditor stating the opinion of such auditor, acting as an expert and not as an arbitrator. For the purposes of this Bye-Law, an approved company auditor shall have the meaning given in Section 8 of the Act. Nevertheless, for the avoidance of doubt, by virtue of Bye-Law 26, the decision of the Board shall be final and binding in all respects.

16. TAKE-OVERS AND MERGERS

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

12. BYE-LAWS OF THE ESOS (Cont'd)

- (a) A Grantee shall be entitled to exercise all or any of the Options held by him/her as at the date of such offer being declared unconditional, within a period of six (6) months after such date and in accordance with the provisions of Bye-Law 10.4. In the event that the Grantee elects not to so exercise some or all of the Options held by him/her, the unexercised Options shall be automatically terminated on the expiry of the said period of six (6) months; and
- (b) If during the said period of six (6) months, the offeror becomes entitled or bound to exercise rights of compulsory acquisition in respect of the Shares under the provisions of the Securities Commission Act, 1993 and gives notice to the Grantee that he/she intends to exercise such rights on a specific date ("**Specified Date**"), the Grantee shall be entitled to exercise all or any of the Options held by him/her until the expiry of the said period of six (6) months or the Market Day immediately preceding the Specified Date, whichever is the earlier, and in accordance with the provisions of Bye-Law 10.4. In the event that the Grantee elects not to so exercise some or all of the Options held by him/her, the unexercised Options shall be automatically terminated on the expiry of the said period of six (6) months or on the Specified Date, whichever is the earlier.
- 16.2 In the event the court has sanctioned a compromise or arrangement between the Company and its members for the purpose of, or in connection with, a scheme for reconstruction of the Company or amalgamation with any other company or companies under the provisions of the Act, then the Grantee shall immediately become entitled in the period up to but excluding the date upon which such compromise or arrangement becomes effective, to exercise in whole or in part his Options. All unexercised Options held by a Grantee shall be automatically terminated on the date upon which such compromise or arrangement becomes effective.
- 16.3 For the avoidance of doubt, the limits on the exercise of Options stipulated in Bye-Law 10.1 shall not apply in respect of Bye-Laws 16.1(a), 16.1(b) and 16.2 above.

17. DIVESTMENT FROM GROUP

- 17.1 In the event that a company within the Group shall be divested from the Group, a Grantee who is employed by such company:-
- (a) Shall be entitled to continue to hold and to exercise all the Options held by him/her on the date of completion of such divestment within a period of one (1) year from the date of completion of such divestment or the Option Period, whichever expires first, and in accordance with the provisions of Bye-Law 10.4. In this instance, the limits on the exercise of Options stipulated in Bye-Law 10.1 shall not apply. In the event that the Grantee does not so exercise some or all of such Options, the unexercised Options shall be automatically terminated upon the expiry of the relevant period; and
- (b) Shall no longer be eligible to participate for further Options under the Scheme as from the date of completion of such divestment.
- 17.2 For the purposes of Bye-Law 17.1, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 5 of the Act.

12. BYE-LAWS OF THE ESOS (Cont'd)

18. WINDING UP

All outstanding Options shall be automatically terminated in the event that a resolution is passed or a court order is made for the winding up of the Company.

19. DURATION, TERMINATION AND EXTENSION OF SCHEME

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

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

19.3 The Scheme may be extended for a further period of up to five (5) years at the discretion of the Board upon the recommendation of the Option Committee. Any extended Scheme under this provision shall be implemented in accordance with the terms of these Bye-Laws, subject however to any revisions and/or changes to the relevant laws and/or regulations currently in force. Unless otherwise required by the relevant authorities, no further approvals shall be required for the extension of the Scheme.

19.4 Notwithstanding anything to the contrary, all unexercised Options shall lapse on the Date of Expiry.

19.5 Subject to the approval of the relevant authorities including the SC and compliance with the requirements of the relevant authorities and the written consent of the Grantees who have yet to exercise their Options, either in part or in whole, the Company in general meeting may, at any time, by ordinary resolution terminate the Scheme. In this event, the following provisions shall apply:-

- (a) No further Offers shall be made by the Option Committee from the date of such resolution;
- (b) All Offers which have yet to be accepted by Eligible Employees shall automatically lapse on the date of such resolution; and
- (c) All outstanding Options which have yet to be exercised by Grantees shall be automatically terminated on the date of such resolution.

20. SUBSEQUENT EMPLOYEE SHARE OPTION SCHEME

Subject to the approval of the relevant authorities and compliance with the requirements of the relevant authorities, the Company may establish a new employee share option scheme after the Date of Expiry or after the termination of the Scheme pursuant to Bye-Law 19.5 herein.

12. BYE-LAWS OF THE ESOS (Cont'd)

21. ADMINISTRATION

- 21.1 The Scheme shall be administered by the Option Committee. The Option Committee shall, subject to these Bye-Laws, administer the Scheme in such manner as it shall think fit.
- 21.2 Without limiting the generality of Bye-Law 21.1, the Option Committee may, for the purpose of administering the Scheme, do all acts and things, rectify any errors in Offers, execute all documents and delegate any of its powers and duties relating to the Scheme as it may in its discretion consider to be necessary or desirable for giving effect to the Scheme.
- 21.3 The Board shall have power at any time and from time to time to rescind the appointment of any person appointed to the Option Committee as it shall deem fit.

22. AMENDMENT

- 22.1 Subject to approvals from the SC or any relevant authorities, where applicable, the Option Committee may at any time and from time to time recommend to the Board any additions or amendments to or deletions of these Bye-Laws as it shall in its discretion think fit and the Board shall have the power by resolution to add to, amend or delete all or any of these Bye-Laws upon such recommendation PROVIDED THAT no additions or amendments to or deletions of these Bye-Laws shall be made which will:-
- (a) Prejudice any rights then accrued to any Grantee without the prior consent or sanction of that Grantee; or
 - (b) Alter to the advantage of any Eligible Employee to whom the Option Committee has made an Offer, any provisions of the Scheme without the prior approval of the Company's shareholders in general meeting; or
 - (c) Increase the number of Shares available under the Scheme beyond the maximum imposed by Bye-Law 4.2.

23. INSPECTION OF ACCOUNTS

All Grantees are entitled to inspect the latest annual report of the Company at the registered office of the Company at Suite 6.1A, Level 6, Menara Pelangi, Jalan Kuning, Taman Pelangi 80400 Johor Bahru, Johor Darul Ta'zim during normal business hours.

24. SCHEME NOT A TERM OF EMPLOYMENT

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

25. NO COMPENSATION FOR TERMINATION

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

12. BYE-LAWS OF THE ESOS (Cont'd)

26. DISPUTES

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

27. COSTS AND EXPENSES

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

28. ARTICLES OF ASSOCIATION

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

13. GENERAL INFORMATION

13.1 Share Capital

- (i) No shares shall be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) Save as disclosed in Section 4.2 of this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiary company have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) years preceding from the date thereof.
- (iii) Save as disclosed Section 4.2, 4.3 and 4.6 of in this Prospectus, no capital of the Company or its subsidiary companies has been issued or is proposed to be issued for cash within the two (2) years preceding the date of this Prospectus.
- (iv) Other than the allocation of Public Shares for eligible employees of the Group under the Public Issue and up to 8,000,000 Shares pursuant to the ESOS as disclosed in Section 2.3 and Section 4.4 respectively of this Prospectus, no other person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries.

The maximum number of shares entitled under the options to be granted (subject to adjustment under the ESOS Bye-Laws) pursuant to the ESOS by the Board to the Executive Directors are as follows:-

Name	Position	Maximum No. of Pelangi Publishing Shares
Sum Kown Cheek	Executive Chairman/ Managing Director/	800,000
Lai Chin Heng	Executive Director	500,000
Yap Chong Koy	Executive Director	500,000
Lee Kheng Hon	Executive Director	500,000

- (v) As at 1 March 2004, being the latest practicable date prior to the printing of this Prospectus, the Group does not have any outstanding convertible securities, options, warrants and uncalled capital.

13. GENERAL INFORMATION (Cont'd)

13.2 Extracts of Articles of Association

The following provisions are reproduced from the Company's Articles of Association which have been approved by the shareholders in general meeting:-

(i) Transfer of Securities

The provisions in the Company's Articles of Association in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows:-

Article 32

Subject to the restriction imposed by these Articles, Listing Requirements, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the transfers of any Listed Securities or class of Listed Securities in the Company shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to sub-Section 107C(2) of the Act and any exemptions that may be made from compliance with sub-Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Listed Securities.

Subject to the provisions of the Act, the Central Depositories Act and the Rules, the transfer of all other shares of the Company not so deposited with the Central Depository (not being Deposited Shares) shall be in the manner provided in the Act (including the applicable sections of Table "A" in the Fourth Schedule to the Act) to the extent that the same is not inconsistent with these Articles.

(ii) Transmission of Securities**Article 38**

Subject to the Central Depositories Act and the Rules, in the case of the death of a holder of Listed Securities in the Company, one (1) of the executors or administrators of the deceased shall, subject to the executor's or administrator's compliance with all the requirements of the Central Depository and the Rules and having being recorded in the Record of Depositors as the Depositor in lieu of the deceased holder, be the only person recognised by the Company as having any title to such Listed Securities.

Article 39

Any person becoming entitled to Listed Securities in consequence of the death or bankruptcy or insolvency or winding up of a Member may upon such evidence being produced as may from time to time be required by the Directors be registered as a Member in respect of the Listed Securities (or instead of being registered himself, to make such transfer of the Listed Securities as the deceased or bankrupt or insolvent or wound up person could have made) but the Directors shall in either case have the same right to decline or suspend registration as they have had in the case of transfer of the Listed Securities by that Member before his death or bankruptcy or insolvency or winding up PROVIDED THAT where the Listed Security is a Deposited Security, subject to the Rules, a transfer or withdrawal of the Listed Security may be carried out by the person becoming so entitled. Subject to the provisions of the Act, the Central Depositories Act and the Rules, before recognizing any executor or administrator the Directors may require him to take out probate or letters of administration as evidence.

13. GENERAL INFORMATION (Cont'd)

Article 40

Subject to Article 39, if any person so becoming entitled elects to register his securities, he shall deliver or send to the Company a notice in writing signed by him and stating that he so elects PROVIDED THAT where the Listed Security is a Deposited Security and the person becoming entitled elects to have the Listed Security transferred to him, the aforesaid notice must be served by him on the Central Depository together with such other relevant documents as may be required by the Central Depository. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the Listed Security. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of Listed Security shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by that Member.

Article 41

A person entitled to Listed Securities in consequence of the death or bankruptcy of a Member shall be entitled upon the production of such evidence as may from time to time be required by the Directors or the Central Depository in that behalf to receive and may give a discharge for all dividends and other moneys payable in respect of the Listed Securities, but he shall not be entitled to receive notice of or to attend or vote at any meeting, or, save as aforesaid, to exercise any of the rights and privileges of a Member, unless and until he shall have become a Member in respect of the Listed Securities.

Article 42

Subject to the Act, the Central Depositories Act and the Rules, fees may be charged by the Company or the Central Depository in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or death or a stop notice or power of attorney or other document relating to or affecting the title to any Listed Securities or otherwise for making an entry in the Register of Members or Record of Depositors affecting the title to any Listed Securities but only to the extent permitted by law.

Article 43

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

the Company shall, upon request of a Securities holder, permit a transmission of Securities held by such Securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as "the Malaysian Register") subject to the following conditions:

- (i) there shall be no change in ownership of the Securities;
- (ii) the transmission shall be executed by causing such shares or securities to be credited directly into the securities account of such Securities holder (as may be applicable).

13. GENERAL INFORMATION (Cont'd)

- (2) For the avoidance of doubt, where the Company fulfils the requirements of sub-paragraphs (a) and (b) of Article 43(1) above, it shall not allow any transmission of Securities from the Malaysian Register into the Foreign Register.

(iii) **Remuneration of Directors**

Article 100

The fee of the Directors, who hold no executive office with the Company, for their services as Directors shall be determined by the Company by ordinary resolution at a general meeting and shall be payable by way of a fixed sum only and not by way of a commission on or percentage of profits or turnover and thereafter shall not be increased except by an ordinary resolution of the Company passed at an annual or other general meeting of the Company where notice of the proposed increase has been given in the notice convening the Meeting. If the fee of each such non-Executive Director is not specifically fixed by the Company in general meeting then the quantum of fee to be paid to each non-Executive Director, within the overall limits fixed by the Company in general meeting, shall be decided by resolution of the full Board of Directors. In default of any decision being made in this respect by the full Board of Directors, the fee payable to the non-Executive Directors shall be divided equally amongst them and such a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's fee.

(iv) **Voting and Borrowing Powers of Directors**

Article 116

- (1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or any related company as may be thought fit.
- (2) The Directors may borrow or raise any such money as aforesaid, upon such terms and conditions in all respects as the Directors may think fit, upon or by the issue or sale of any bonds, debentures, debenture stocks or securities. The Company may in general meeting grant a right for the holders of bonds, debentures, debenture stocks or securities to exchange the same for shares in the Company or any class authorized to be issued. The Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company, both present and future and upon any capital remaining unpaid upon the shares of the Company, whether called up or not or by any other security and the directors may confer upon any mortgages or persons in whom any debentures, debenture stock or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realization thereof, or the making, receiving or enforcing of calls upon the members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

13. GENERAL INFORMATION (Cont'd)

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

Article 118

- (A) The Directors may from time to time appoint one (1) or more of their body to the office of Managing Director (which term shall be deemed to include the Group Chief Executive or other such designation of the Company's chief executive officer) or to any other office or employment under the Company except that of Auditor, on such terms as they think fit, subject to any other provisions of these presents. Where the Managing Director is appointed for a fixed term, that term shall not exceed such maximum period as shall be permitted by the Listing Requirements and shall be subject to Articles 123 and 124 hereof, and any person appointed to be a Director may continue in any other office or employment held by him with the Company before he was so appointed. A Director (other than a Managing Director) holding any such other office or employment is herein referred to as an Executive Director.
- (B) A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or employment under the Company or whereat the terms of any such appointment are arranged, and he may vote (and be counted in the quorum) in respect of a resolution for any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

Article 128

Subject to Article 98 the Directors shall have power at any time to appoint any other person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents. Any Director so appointed shall hold office only until the conclusion of the next annual general meeting and shall be eligible for re-election at such meeting. A Director retiring under this Article shall not be taken into account in determining the Directors or the number of Directors to retire by rotation at such meeting.

13. GENERAL INFORMATION (Cont'd)

(v) Changes in capital and variation of Class rights**Article 7**

Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, either with the consent in writing of the holders of three-fourths (3/4) of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of such holders (but not otherwise), be modified or abrogated, and may be so modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate meeting all the provisions of these presents relating to general meetings or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third (1/3) in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those persons who are present shall be a quorum) and that the holders of shares of the class shall, on a poll, have one (1) vote for every share of the class held by them respectively.

Article 8

The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not unless otherwise expressly provided by the terms of issue of such shares be deemed to be modified by the creation or issue of further shares ranking *pari passu* therewith. The Company shall have the power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.

Article 56

The Company may from time to time by ordinary resolution passed at a general meeting of the Company whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its share capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any) or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company in general meeting directs.

13. GENERAL INFORMATION (Cont'd)

Article 57

If at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of shares of that class) may, whether or not the Company is being wound up, be varied, modified, abrogated or dealt with, with the consent in writing of the holders of at least three-fourths (3/4) of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be Members or any Member holding or representing by proxy or by attorney two-thirds (2/3) of the capital paid or credited as paid on the issued shares of that class and that any holder of shares of that class present in person or by proxy or by attorney may demand a poll. To every such special resolution the provisions of Section 152 of the Acct shall, with such adaptations as are necessary, apply PROVIDED ALWAYS THAT where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing if obtained from holders of at least three-fourths (3/4) shares of the class concerned within two (2) months of the meeting shall be as valid and effectual as a special resolution carried at the meeting.

13.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the Corporate Information Section of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) There are no existing or proposed service contracts (other than employment contracts) between the Directors and the Company or its subsidiary companies.
- (iv) Save as disclosed below, there are no Director, senior executive officer or person nominated to become a Director or senior executive officer is or was involved in the following events:-
 - (a) a petition under any bankruptcy or insolvency laws filed against such person or any partnership in which he was or is a partner or any corporation of which he was or is a director or key personnel;
 - (b) such person was charged and/or convicted in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - (c) such person was the subject of any order, judgment or ruling or any court of competent jurisdiction temporarily enjoying him from acting as an investment adviser, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.

Lai Chin Heng who was a non-executive director and shareholder of Lutus (M) Sdn Bhd, which the said company was wound up on 9 March 1998.
- (v) In the financial year ended 30 September 2003, the remuneration paid to the Directors of the Group for services rendered in all capacities in the Company and its subsidiaries was approximately RM2.3 million. For the financial year ending 30 September 2004, the remuneration payable is estimated to be approximately RM2.6 million.

13. GENERAL INFORMATION (Cont'd)

- (vi) Save as disclosed in Section 6.5, none of the Directors or substantial shareholders and/or Key Management of the Company has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiary companies:-
- (vii) According to the Register of Substantial Shareholders of Pelangi Publishing as at 1 March 2004 (being the latest practicable date prior to the printing of the Prospectus), the substantial shareholders of Pelangi Publishing and their respective direct and indirect interest in the shares of the Company before and after the Public Issue and Offer for Sale are as follows:

Substantial shareholder	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares	%	Indirect No. of shares	%
Sum Kown Cheek	22,213,454	32.67	4,249,956 ⁽ⁱ⁾	6.25	14,373,410	17.97	2,749,972 ⁽ⁱ⁾	3.44
Fang Mei Sin	19,663,475	28.92	6,799,933 ⁽ⁱⁱ⁾	10.00	12,723,425	15.91	4,399,957 ⁽ⁱⁱ⁾	5.50
Yap Chong Koy	6,799,933	10.00	19,663,475 ⁽ⁱⁱⁱ⁾	28.92	4,399,957	5.50	12,723,425 ⁽ⁱⁱⁱ⁾	15.91

- (i) Deemed interested by virtue of his spouse, Lai Swee Chiung's substantial shareholdings in the Company
(ii) Deemed interested by virtue of her spouse, Yap Chong Koy's substantial shareholdings in the Company
(iii) Deemed interested by virtue of his spouse, Fang Mei Sin's substantial shareholdings in the Company

- (viii) Based on the Register of Directors' Shareholdings as at 1 March 2004 (being the latest practicable date prior to the printing of this Prospectus), the Directors of Pelangi Publishing and their respective direct and indirect interests in the shares of the Company before and after the Public Issue and Offer for Sale are as follows:-

Director	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct No. of shares	%	Indirect No. of shares	%	Direct No. of shares	%	Indirect No. of shares	%
Sum Kown Cheek	22,213,454	32.67	4,249,956 ⁽ⁱ⁾	6.25	14,373,410	17.97	2,749,972 ⁽ⁱ⁾	3.44
Lai Chin Heng	5,298,267	7.79	-	-	3,428,290	4.28	-	-
Yap Chong Koy	6,799,933	10.00	19,663,475 ⁽ⁱⁱ⁾	28.92	4,399,957	5.50	12,723,425 ⁽ⁱⁱ⁾	15.91
Lee Kheng Hon	4,674,956	6.87	-	-	3,024,972	3.78	-	-

- (i) Deemed interested by virtue of his spouse, Lai Swee Chiung's substantial shareholdings in the Company
(ii) Deemed interested by virtue of his spouse, Fang Mei Sin's substantial shareholdings in the Company

- (ix) Save as disclosed below, none of the Directors or experts has any interest, direct or indirect, in the promotion of or in any assets which have, within the two (2) years immediately preceding the date of this Prospectus, been acquired or proposed to be acquired or disposed or proposed to be disposed of or leased or proposed to be leased to the Company or its subsidiaries or any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Company and its subsidiaries taken as a whole. On 8 November 2003, Pelangi Publishing completed the following acquisitions:-

- a) The entire issued and paid-up share capital of PPSB comprising 2,500,000 ordinary shares of RM1.00 each for a purchase consideration of RM22,403,505 satisfied by an issuance of 42,888,516 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share.
- b) The entire issued and paid-up share capital of TPSB comprising 1,000,000 ordinary shares of RM1.00 each for a purchase consideration of RM5,399,365 satisfied by an issuance of 10,336,363 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share.

13. GENERAL INFORMATION (Cont'd)

- c) The entire issued and paid-up share capital of SCSB comprising 4,003,752 ordinary shares of RM1.00 each for a purchase consideration of RM3,693,411 satisfied by an issuance of 7,070,542 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share.
- d) The entire issued and paid-up share capital of PESB comprising 300,000 ordinary shares of RM1.00 each for a purchase consideration of RM263,995 satisfied by an issuance of 505,383 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share.
- e) The entire issued and paid-up share capital of PPISB comprising 100 ordinary shares of RM1.00 each for a purchase consideration of RM100 satisfied by an issuance of 192 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share.

Subsequent to the financial period ended 30 September 2002, PPISB has increased its issued and paid-up capital of 100 shares to 10,000 shares of RM1.00 each by the creation of 9,900 shares. Hence, the balance 9,900 shares will be acquired by Pelangi Publishing for RM9,900 to be wholly satisfied by cash.

- f) The entire issued and paid-up share capital of PPHSB comprising 2,700,000 ordinary shares of RM1.00 each for a purchase consideration of RM1,827,759 satisfied by an issuance of 3,499,000 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share.

The interests of the Directors and substantial shareholders of the Company in the aforesaid transactions are as follows:-

Name	Nature of Interest
Sum Kown Cheek	Director and substantial shareholder of PPSB, SCSB, TPSB, PESB, PPISB, PPHSB and Pelangi Publishing. He is a substantial shareholder and vendor of shares in PPSB, SCSB, TPSB, PESB, PPISB and PPHSB
Lai Chin Heng	Director of PPSB, SCSB, TPSB and Pelangi Publishing. He is a substantial shareholder and the vendor of shares in PPSB, SCSB, TPSB, PESB, PPISB and PPHSB
Yap Chong Koy	Director of PPSB, TPSB, PESB, PPISB, PPHSB and Pelangi Publishing. He is a substantial shareholder and the vendor of shares in PPSB, SCSB, TPSB, PESB, PPISB and PPHSB
Lee Kheng Hon	Director of PPSB and Pelangi Publishing. He is a substantial shareholder and the vendor of shares in PPSB, SCSB, TPSB, PESB, PPISB and PPHSB
Fang Mei Sin	Substantial shareholder and the vendor of shares in PPSB, SCSB, TPSB, PESB, PPISB and PPHSB

13. GENERAL INFORMATION (Cont'd)

- (x) Save as disclosed in Section 13.3 (vii) and 13.3 (viii) of this Prospectus, the Directors and substantial shareholders are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company and its subsidiaries.

13.4 General

- (i) The nature of the Group's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act 1965 are disclosed in Section 4.1 and 4.6 of this Prospectus.
- (ii) The time of the opening of the Application Lists is set out in Section 14 of this Prospectus.
- (iii) The amount payable in full on application for the IPO Shares is RM0.75 per Share.
- (iv) a. Underwriting commission is payable by the Company at rate of 2.0% to AmMerchant Bank based on the IPO price of RM0.75 per Share for the 6,000,000 new shares available for application by the Malaysian Public. Information on the 4,960,000 Public Issue Shares reserve for eligible employees and business associates, which are being underwritten, is detailed in the underwriting agreement.
- b. Brokerage at the rate of 1.0% of the indicative Public Issue/Offer price of RM0.75 per share is payable by the Company and Offerors in respect of successful applications bearing the stamp of AmMerchant Bank, member companies of the MSEB, members of the Association of Merchant Banks in Malaysia, members of the Association of Banks in Malaysia or **MIH**;
- c. Expenses incidental to the listing and quotation of the entire issued and paid-up share capital of the Company on the MSEB amounting to approximately RM1,300,000 will be borne by the Company. The Offerors shall bear stamp duty, brokerage, underwriting commission, registration and transfer fees relating to the Offer Shares.
- (v) Save as disclosed in paragraph (iv) no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiaries 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 the Company or its subsidiaries or in connection with the issue or sale of any capital of the Company or any of its subsidiaries and no Director, Director, Promoters or expert is or are entitled to receive any such payment.
- (vi) Other than salary and employment related benefits payable to directors as detailed in Section 13.3 (v), no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any Promoters.
- (vii) The Group has not established a place of business outside Malaysia.
- (viii) Except as disclosed in Section 1.6 and 3.0 of this Prospectus, the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of the Group.

13. GENERAL INFORMATION (Cont'd)

- (ix) Except as disclosed in Section 3 of this Prospectus, the financial conditions and operations of the Group are not affected by any of the following:-
- (a) Known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
 - (b) Material commitments for capital expenditure;
 - (c) Unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from operations; and
 - (d) Known trends or uncertainties that have had or will have a material favourable or unfavourable impact on revenues or operating income.

As far as the Directors are aware and except as disclosed in this Prospectus, the Group is not vulnerable to any specific factors or events of a particular nature other than those normal commercial risks experienced during the course of business.

- (x) As at 1 March 2004, being the latest practicable date prior to the printing of this Prospectus, the Company and its subsidiaries have not issued any convertible debt securities.
- (xi) The name and address of the Auditors and Reporting Accountants of the Company are as set out in Corporate Information Section of this Prospectus.
- (xii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 14 of this Prospectus.

13.5 Material Contracts

Save as disclosed hereunder, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by the Company and its subsidiaries within the two (2) years immediately preceding the date of this Prospectus:-

- (i) Share Sale Agreement dated 14 March 2003 entered into between Sum Kown Cheek, Lai Chin Heng, Fang Mei Sin, Lee Kheng Hon, Lai Swee Chiung, Yap Chong Koy, Sam Yuen @ Sam Chin Yan, Phang Choon Wah and Ang Ah Ba @ Ang Hock Ming as the vendors and Pelangi Publishing as the purchaser for the acquisition of the entire issued and paid-up capital of PPSB comprising 2,500,000 ordinary shares of RM1.00 each for a purchase consideration of RM22,403,505 satisfied by an issuance of 42,888,516 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share;
- (ii) Share Sale Agreement dated 14 March 2003 entered into between Sum Kown Cheek, Lai Chin Heng, Fang Mei Sin, Lee Kheng Hon, Lai Swee Chiung, Yap Chong Koy, Sam Yuen @ Sam Chin Yan, Phang Choon Wah and Ang Ah Ba @ Ang Hock Ming as the vendors and Pelangi Publishing as the purchaser for the acquisition of the entire issued and paid-up capital of TPSB comprising 1,000,000 ordinary shares of RM1.00 each for a purchase consideration of RM5,399,365 satisfied by an issuance of 10,336,363 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share;

13. GENERAL INFORMATION (Cont'd)

- (iii) Share Sale Agreement dated 14 March 2003 entered into between Sum Kown Cheek, Lai Chin Heng, Fang Mei Sin, Lee Kheng Hon, Lai Swee Chiung, Yap Chong Koy, Sam Yuen @ Sam Chin Yan, Phang Choon Wah and Ang Ah Ba @ Ang Hock Ming as the vendors and Pelangi Publishing as the purchaser for the acquisition of the entire issued and paid-up capital of SCSB comprising 4,003,752 ordinary shares of RM1.00 each for a purchase consideration of RM3,693,411 satisfied by an issuance of 7,070,542 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share;
- (iv) Share Sale Agreement dated 14 March 2003 entered into between Sum Kown Cheek, Lai Chin Heng, Fang Mei Sin, Lee Kheng Hon, Lai Swee Chiung, Yap Chong Koy, Sam Yuen @ Sam Chin Yan, Phang Choon Wah and Ang Ah Ba @ Ang Hock Ming as the vendors and Pelangi Publishing as the purchaser for the acquisition of the entire issued and paid-up capital of PESB comprising 300,000 ordinary shares of RM1.00 each for a purchase consideration of RM263,995 satisfied by an issuance of 505,383 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share;
- (v) Share Sale Agreement dated 14 March 2003 entered into between Sum Kown Cheek, Lai Chin Heng, Fang Mei Sin, Lee Kheng Hon, Lai Swee Chiung, Yap Chong Koy, Sam Yuen @ Sam Chin Yan, Phang Choon Wah and Ang Ah Ba @ Ang Hock Ming as the vendors and Pelangi Publishing as the purchaser for the acquisition of the entire issued and paid-up capital of PPI SB comprising 100 ordinary shares of RM1.00 each for a purchase consideration of RM100 satisfied by an issuance of 192 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share;
- Subsequent to the financial period ended 30 September 2002, PPI SB has increased its issued and paid-up capital of 100 shares to 10,000 shares of RM1.00 each by the creation of 9,900 shares. Hence, the balance 9,900 shares will be acquired by Pelangi Publishing for RM9,900 to be wholly satisfied by cash
- (vi) Share Sale Agreement dated 14 March 2003 entered into between Sum Kown Cheek, Lai Chin Heng, Fang Mei Sin, Lee Kheng Hon, Lai Swee Chiung, Yap Chong Koy, Sam Yuen @ Sam Chin Yan, Phang Choon Wah and Ang Ah Ba @ Ang Hock Ming as the vendors and Pelangi Publishing as the purchaser for the acquisition of the entire issued and paid-up capital of PPHSB comprising 2,700,000 ordinary shares of RM1.00 each for a purchase consideration of RM1,827,759 satisfied by an issuance of 3,499,000 new ordinary shares of RM0.50 each in Pelangi Publishing credited as fully paid-up at an issue price of approximately RM0.52 per ordinary share;
- (vii) PPSB entered into a Sale and Purchase Agreement dated 3 April 2001 with Leong Weng Seng and Liew Lee Lin for the purchase of a double storey terrace house held under HS (D) 40405 PTD 18416 in the Mukim of Plentong, District Johor Bahru, State of Johor measuring approximately 1,760 sq. ft. and bearing postal address No. 28, Jalan Kuning Muda 5, Taman Pelangi, 80400 Johor Bahru, Johor for a purchase consideration of RM318,000. PPSB was duly registered as the property's owner on 11 July 2001;

13. GENERAL INFORMATION (Cont'd)

- (viii) PPSB entered into a Sale and Purchase Agreement dated 16 November 2001 with Perbadanan Kemajuan Negeri Selangor and Clear Strategy Sdn Bhd, for the purchase of a double storey terrace house (corner unit) known as Unit No. M066 Phase 4, Type Impian at Seksyen 8, Bandar Baru Bangi measuring approximately 3,197 sq. ft. for a purchase consideration of RM272,600. This property is still under construction with only 65% completed;
- (ix) PPHSB entered into an instrument of transfer of securities with Loh Hing Chuen on 17 February 2003 for the sale of 9,560 shares of RM10.00 each in TCP for a total consideration of RM275,001.60;
- (x) PPHSB entered into a Share Sale Agreement with TCP on 12 June 2002 for the purchase of the entire share of 95,600 shares of RM10.00 each in TCP for a total consideration of RM2,578,348; and
- (xi) SCSB entered into a contract on 28 June 2002 with Sykt. Lian Mee Engineering Sdn Bhd for the construction of a single storey warehouse with 4 storey office at PT No. 40845, Jalan 10/10 Bandar Baru Bangi, Mukim Kajang, Daerah Hulu Langat, Selangor at a cost of RM4.0 million.
- (xii) Underwriting Agreement dated 19 February 2004 between Underwriters and Pelangi Publishing for the underwriting of 6,000,000 new Pelangi Publishing Shares available for application by the Malaysian Public and 4,960,000 new Pelangi Publishing Shares available for application by the eligible employees and business associates of the Pelangi Publishing Group which are not taken up.

13.6 Material Agreements

Save as disclosed hereunder, there do not exist any material agreements or informal agreement or understanding entered into by the Group in the ordinary course of business including but not limited shareholders' agreements underlying the basis of the corporation/group's business, supplier agreements, customer agreements, insurance policies and directors' service agreement:-

- a) PPSB has entered into 17 long term contracts with the Ministry of Education, Malaysia for the publishing, printing and supply of academic textbooks in accordance with the prescribed government syllabus as follows:-

No.	Subjects	Contract Period	Contract Sum (RM)
1.	Pendidikan Moral Tahun 1 SJKC	14.03.2002 to 13.03.2006	323,512
2.	Matematik Tahun 1 SJKC	14.03.2002 to 13.03.2006	1,226,427
3.	Bahasa Cina Tahun 3 SJKC	15.04.2002 to 14.07.2004	823,551
4.	Matematik Tingkatan 1	19.2.2001 to 18.2.2005	1,707,174
5.	Biologi Tingkatan 4	19.2.2001 to 18.2.2005	870,533
6.	Biologi Tingkatan 5	22.10.2001 to 21.10.2005	718,666
7.	Dr Jekyll & Mr. Hyde (Book Title) Tingkatan 3	05.04.2001 to 04.04.2005	979,924
8.	Prinsip Perakaunan Tingkatan 5	17.01.2003 to 16.01.2007	832,598

13. GENERAL INFORMATION (Cont'd)

No.	Subjects	Contract Period	Contract Sum (RM)
9.	Bahasa Cina SJKC Tahun 1	10.04.2003 to 09.04.2007	375,101
10.	Mathematics Form 2	11.08.2003 to 10.08.2006	4,907,375
11.	Bahasa Cina Tahun 6 SJK	01.10.2003 to 30.12.2007	349,440
12.	Bahasa Cina Tahun 3 SK	15.04.2002 to 14.07.2004	243,234
13.	Bahasa Cina Tahun 4 SJKC	22.01.2002 to 21.07.2005	116,861
14.	Matematik Tahun 6 SJKC	15.04.2002 to 14.07.2007	212,564
15.	Bahasa Cina Tahun 4 SK	22.01.2002 to 21.07.2005	36,293
16.	Pendidikan Moral Tahun 6 SJKC	01.10.2003 to 30.12.2007	178,410
17.	Bahasa Cina Komunikasi Tahun 1 SK	10.04.2003 to 09.04.2007	94,022

(b) The Group's insurance policies are set out below:-

Company	Insurance Company	Issued and Situation Risk	Policy Type/ Policy No.	Period	Limit/ Sum Insured (RM)
PPSB	Malaysian Assurance Alliance Berhad	On two units Building (excluding Foundation) @RM150,000 per unit	Houseowner/ Householder H004HB000266	01.01.2004 to 31.12.2004	450,000
		Situation of Premises: 28, Jalan SR 8/12, Taman Putra Indah, Sri Kembangan, Selangor			
		2 Jalan Ungu 5, Taman Pelangi, 80400 Johor Bahru, Johor			
		1. On display books, reference book, negative, film and all trading goods related to the trade	Fire H004HB000815	01.01.2004 to 31.12.2004	20,000
		2. On furniture, fixtures, fittings including renovation & Electrical installation, fax machines, telephone system, machinery utensils, office equipments, machines, computers and air-conditioner, signboard and the like			1,500,000
3. On removal of debris			20,000		
		Situation of Premises: (1) 64&66 (Ground floor, 1 st and 2 nd), Jalan Pingai, Taman Pelangi, 80400 Johor Bahru (2) 72A (1 st floor), Jalan Pingai, Taman Pelangi, 80400 Johor Bahru (3) 40B (2 nd floor), Jalan Kuning, Taman Pelangi, 80400 Johor Bahru			
		On group hospitalization and surgical scheme for employees and their family members	Hospitalization and Surgical H404HB000126	01.01.2004 to 31.12.2004	Various plans
		On death, permanent disablement, temporary total disablement	Group Personal Accident H504HB001923	01.01.2004 to 31.12.2004	10,000,000

13. GENERAL INFORMATION (Cont'd)

Company	Insurance Company	Issued and Situation Risk	Policy Type/ Policy No.	Period	Limit/ Sum Insured (RM)
TPSB	Lonpac Insurance Bhd	On Stock-in-trade comprising of printed or published materials papers and the like Situation of Premises: 5, 7, 8, 9, 10, 11,13,15 & 17, Jalan P/18, Taman Industri, Selaman Seksyen 10, 43650 Bandar Baru Bangi, Selangor	Fire H004HB000229	01.01.2004 to 31.12.2004	5,000,000
		1. On computer system, office equipment, fax machine, key-phone system, air-conditioner and the like	Fire H004HB000228	01.01.2004 to 31.12.2004	200,000
		2. On furniture, fixtures & fittings including office renovation and electrical installation			80,000
		3. On removal of debris			10,000
		Situation of Premises: 5, 7, 8, 9, 10, 11,13,15 & 17, Jalan P/18, Taman Industri, Selaman Seksyen 10, 43650 Bandar Baru Bangi, Selangor			
		On building (excluding foundation) Situation of Premise: Lot 73 & 74, Selaman Industrial Park, 50000 Kuala Lumpur	Fire J/04/FF10/088870	07.02.2004 to 06.02.2005	400,000
TPSB	Malaysian Assurance Alliance Berhad	On Stock-in-trade comprising of printed or published materials, paper (stocks) and the like. Including those goods held in trust or on commission. Occupation or trade : Office cum store Situation of Premises: No. 5,7,8,9,10,11,13,15 & 17, Jalan P/18, Taman Industri Selaman, Seksyen 10, Bandar Baru Bangi, 43650 Selangor	Fire H004HB000230	01.01.2004 to 31.12.2004	1,000,000
		1. On furniture, fixtures and fittings including, renovation, electrical installation, signboard and the like	Fire H004HB000530	01.01.2004 to 31.12.2004	300,000
		2. On office equipment & machines including computer systems, printers, fax machines, telephones, keyphones system, air-conditioner & the like Situation of premises: 64 Ground Floor, 64A & B, 66, 66A & B, 68A & B & 72B, Jalan Pingai, Taman Pelangi, 80400 Johor Bahru, Johor			

13. GENERAL INFORMATION (Cont'd)

Company	Insurance Company	Issued and Situation Risk	Policy Type/ Policy No.	Period	Limit/ Sum Insured (RM)
TCP	Malayan General Assurance Berhad	1. On building (excluding foundation)	Fire H004HB000939	10.03.2004 to 31.12.2004	123,300
		2. On 12 months rental			26,700
		3. On building (excluding foundation)			400,000
		On death, permanent disablement, temporary total disablement	Group Personal Accident H504HB001924	01.01.2004 to 31.12.2004	2,470,000
		On building (excluding foundation)	Fire CFF-F0049829-J1	20.08.2003 to 19.08.2004	750,000
		Situation of Premise: No 68, 68A & 68B Jalan Pingai, Taman Pelangi 80400 Johor Bahru			
		On 1 unit used Heidelberg speedmaster 4 colour offset press Machine No : 533370	All Risk KLD/AAR/03-000643	11.7.2003 to 10.7.2004	1,000,000
		No.4, Jalan SR4/18 Serdang Raya 43300 Seri Kembangan, Selangor			
		On 1 unit used Mitsubishi 4 colour offset press Model : Daiya 3D-4D Machine No : 341045 D	All Risk KLD/AAR/03-000534	7.6.2003 to 6.6.2004	380,000
		No. 6, Jalan SR4/18 Serdang Raya 43300 Seri Kembangan, Selangor			
1. On Stock in trade of raw materials, semi finished and finished products consist of paper rolls, printed materials and the like whilst contained at Situation (001) & (002)	Fire Property Damage KLD/FPD/03-002107	28.7.2003 to 27.7.2004	800,000 (floating sum insured)		
2. On furniture, fixtures, fittings and machinery and equipment including office equipment, air -conditioners, computer, plate maker and developer machines not otherwise insured whilst contained at Situation (001)			60,000		
Situation (001) No. 2, 4, 6, 8, 10 & 14 Jalan SR4/18, Serdang Raya 43300 Seri Kembangan, Selangor					
Situation (002) No. 1 Jalan SR 4/19, Serdang Raya, 43300 Seri Kembangan, Selangor					

13. GENERAL INFORMATION (Cont'd)

Company	Insurance Company	Issued and Situation Risk	Policy Type/ Policy No.	Period	Limit/ Sum Insured (RM)
		On 1 unit Muller Martini sewing machine consisting of book counter and stacker Model No : INVENTA 3212 Serial No. : 94.00507 No. 2, 4, 6, 8 & 10, Jalan SR4/18 Serdang Raya 43300 Seri Kembangan, Selangor	All Risk KLD/AAR/04-000189	19.2.2004 to 18.2.2005	297,000
	Jerneh Insurance Berhad	1) On 1 unit reconditioned Toshiba Web Offset Press No.10, Jalan SR4/18 Serdang Raya, 43300 Seri Kembangan, Selangor	All Risk HQM008995/R00	04.10.2003 to 03.10.2004	450,000
		1) On 1 unit of used kolburn perfect binding machine; No.14, Jalan SR4/18 Serdang Raya 43300 Seri Kembangan, Selangor	All Risk HQM008029/R01 Renewal	11.10.2003 to 10.10.2004	558,000
		2) On 1 unit of used aster sewing machine No.2, Jalan , Jalan SR4/18 Serdang Raya 43300 Seri Kembangan, Selangor			198,000
		3) On 1 unit of Muller Martini Saddle Stitcher Line No.4, Jalan SR4/18 Serdang Raya 43300 Seri Kembangan, Selangor			211,000
		4) On 1 unit new Itotec Paper Cutter			148,000
		1) On 1 unit overhauled Toshiba wen offset press(Japan) Model: OA-4B2T-500 Serial No: 817102 Location of risk: No. 6, Jalan SR 4/18, Serdang Raya 43300 Seri Kembangan, Selangor	All Risk HQM009093/R00	28.11.2003 to 27.11.2004	880,000
PFSB	Tokio Marine Insurans (Malaysia) Berhad	1. On stock in trade of printing material paper and other material related to the insured's business 2. On plant and machinery 3. On furniture, fixtures and fittings Situation of Risk: No. 16 Jalan Bukit 2 Kawasan Miel, Seri Alam 81750 Masai, Johor	Fire Material Damage J-F-A4-AG-000015	30.12.2003 to 29.12.2004	250,000 850,000 50,000

13. GENERAL INFORMATION (Cont'd)

Company	Insurance Company	Issued and Situation Risk	Policy Type/ Policy No.	Period	Limit/ Sum Insured (RM)
CMSB	Kurnia Insurans (Malaysia) Berhad	On death, permanent disablement, temporary total disablement, medical expenses	Group Personal Accident J-P-A4-AG-000027	01.01.2004 to 31.12.2004	1,997,000
		On building (excluding foundation and drains) including landlord's fixtures & fittings	Fire Material Damage J002H002676	17.03.2004 to 16.03.2005	860,000
	MCIS Zurich Insurance Berhad	1 unit reconditioned Mitsubishi 4 color sheetfed offset press, model 1E4 Situation of Risk: 8, Jalan Ros Merah ¼, Taman Johor Jaya, Johor Bahru, 81100 Johor	All Risks 03 JM-ARC-2068418	12.08.2003 to 11.08.2004	780,000
	Malaysian Assurance Alliance Berhad	1) On Plant and Machinery including Printing Press Machine and Forklift;	Fire H003HD000701	26.04.2003 to 25.04.2004	750,000
		2) On stock in trade consisting of raw materials, semi printed materials; 3) On furniture, fixtures and fittings, renovations, office equipments, air-conditioner including computers, tools and the like; 4) On one unit supplier's machine Risk Location: No 8 & 10 Jalan Rosmerah ¼, Taman Johor Jaya, Johor Bahru, Johor Darul Takzim.			250,000 150,000 40,000
Lonpac Insurance Bhd	On building (excluding foundation) Situation of Risk: 8, Jalan Ros Merah ¼, Taman Johor Jaya, Johor Bahru, 81100 Johor	Fire J/03/FF10/086077	20.12.2003 to 19.12.2004	350,000	
SCSB	Malaysian Assurance Alliance Berhad	On the building including lifts, fire fighting facilities, air conditioner & improvement & flood	Fire H004HB000240	13.01.2004 to 12.01.2005	5,000,000

13. GENERAL INFORMATION (Cont'd)

13.7 Public Take-Overs

During the last financial year and the current financial year, there were:-

- (i) No public take-over offers by third parties in respect of the Company and its subsidiaries' shares.
- (ii) No public take-over offers by the Group in respect of other companies' shares.

13.8 Material Litigation

Save as disclosed below as at 1 March 2004 (being the latest practicable date prior to the printing of the Prospectus), the Company and its subsidiaries are not engaged in any material litigation whether, as plaintiff or defendant, and the Board of Directors have no knowledge of any proceedings pending or threatened against the Group or any facts likely to give rise to any proceedings which might materially and adversely affect the position or business of the Company and its subsidiaries:-

1. PPSB was a party to three actions in respect of a distribution agreement dated 1 October 1994 ("the Agreement") entered into between PPSB and Pan Alliance Sdn Bhd ("Alliance") for the distribution of Magic Box Pack 1 and Magic Box Pack 2 ("the Products"). The 3 actions are set out as follows:

Suit 22-88-95 (I)

Commenced by PPSB against Alliance, PPSB had alleged that Alliance had, amongst other things, failed to meet the minimum purchase target contracted in the Agreement and had also failed to provide quarterly reports to PPSB pursuant to the Agreement. PPSB's claim for damages was RM1,019,410.48;

Alliance filed a counterclaim against PPSB under the aforementioned Suit for breach of the Agreement alleging that PPSB had;

- (i) prematurely terminated the Agreement;
- (ii) failed to supply the relevant authority cards to Alliance; and
- (iii) changed the packaging of the Products midstream.

The amount of damages counter-claimed by Alliance was RM9,058,076.

Summons 52-310-95 (II)

Commenced by Alliance against PPSB, Alliance had claimed for damages in the sum of RM66,000 in respect of discounted sales made by PPSB in respect of the Products to the Education Department through Hung Tat Bookshop Sdn Bhd; and

Summons 52-334-96(II)

Commenced by Alliance against PPSB, Alliance had claimed for damages in the sum of RM50,730 in respect of loss of sales of 285 units of Magic Box Pack 1 through sales to Sinar Suci Sdn Bhd and the supply of 285 units of Magic Box Pack 2 to Dewan Pustaka Setia.

13. GENERAL INFORMATION (Cont'd)

2. The Suits and the two summonses were consolidated and tried together vide court order dated 6 May 1998.
3. After full trial, judgment was entered in favour of Alliance in the sum of RM50,730 together with statutory interests and costs in respect of Summons 52-310-95 (II) on 7 October 1999.

With regards to Suit 22-88-95 (I) and the counterclaim, the High Court dismissed the Suit and counterclaim with no order as to costs.

With regards to Summons 52-334-96 (II), the court dismissed the Suit with costs to PPSB.

4. The judgment of the learned Judge Y. A. Datuk Ian Chin on the 3 actions is set out as follows:-
 - (a) Suit 22-88-95 (I) was dismissed as PPSB had failed to establish that Alliance had failed to provide the requisite quarterly reports and that Alliance had failed to meet the minimum sales target as the period for achieving the minimum sales target had not yet elapsed and it was therefore possible that Alliance could still have met the sales target. The counter claim was dismissed as Alliance had failed to produce any evidence to substantiate its claims for damages as it had failed to demonstrate that it was able to sell any appreciable quantity of the products. Further, the distribution agreement was properly terminated by PPSB.
 - (b) Summons 52-334-96 (II) was also dismissed as the Judge found that PPSB had properly terminated the Agreement by giving the relevant notice period as provided in the Agreement to Alliance and Alliance cannot claim any rights thereunder after it was lawfully terminated.
 - (c) Summons 52-310-95 (II) was allowed as the Judge found that as a result of the discounted sales by PPSB, Alliance had lost the opportunity to supply the Products to the aforementioned customers and had therefore suffered a loss of profit.
5. Alliance appealed to the Court of Appeal against the dismissal of its counterclaim in Suit 22-88-95(1) only. PPSB had filed a cross-appeal thereafter.
6. Whilst both parties have appealed and cross-appealed against the decision of the High Court the solicitors acting for PPSB in respect of this litigation matter have indicated that it is very likely that the Court of Appeal will uphold the decision of the High Court as the claim for loss of profit by PPSB and the counterclaim for damages by Alliance are not substantiated and without basis.
7. PPSB's lawyer, Chew, Jugah, Wan Ullok & Co. ("CJWU") had on 20 October 2003 via its letter confirmed that the Appeal has been given Court of Appeal No. Q-02-922-99, but no hearing date has been fixed.

Nevertheless, the Board of Directors of the Company is of the opinion that the appeal by Alliance will not succeed as they have no basis to support their claim based on the comments made by the Learned Judge Datuk Ian Chin in his judgment and believe that there will be no financial implications arising from such claims, extracts of which are shown as below:-

13. GENERAL INFORMATION (Cont'd)

No.	Basis Used by Alliance in its counter claim for RM9.0m	Learned Judge's ruling (extracts)	Implication to Alliance's claim
1	<p>Full 2 years of the distribution agreement based on the following sales figures for MBP1 and MBP2:-</p> <p>Year 1 : 7,000 units of MBP1 7,000 units of MBP2</p> <p>Year 2 : 12,000 units of MBP1 12,000 units of MBP2</p>	<p><i>"that the distribution agreement was validly terminated by notice. Therefore, there is no question of premature termination"...</i></p>	<p>If any, Alliance can only claim for up to the date of termination of the agreement i.e. only 11 months.</p>
2	<p>That Alliance had the capability to achieve the sales as mentioned in 1 above.</p>	<p><i>"That past record of Alliance does not show that Alliance was able to sell any appreciable quantity[^]. Their future plan is unknown as no evidence was adduced as to what these six persons had or could have achieved. In the end, I am compelled to conclude that evidence to establish the damages which could come from these six persons was not adduced. This means Alliance should fail in its counter claim in Suit 88"</i></p>	<p>The inference is that the whole of Alliance's counter claim has no basis. According to Pelangi Publishing Group's lawyer, M/S CJWU, <i>"in all probability, the Court of Appeal may uphold the aforesaid aspect of the Learned Judge's decision and dismiss Alliance's appeal"</i></p>

[^] The Court has held that over the 7 months, Alliance was only able to sell 100 sets, so it doubtful that with the six salesmen, Alliance is able to sell the minimum of 583 sets of MBP1 and 583 sets of MBP2 per month.

13.9 Consents

- (i) The written consents of the Adviser and Managing Underwriter, Underwriters, Solicitors, Company Secretaries, Principal Bankers, Registrars, Infocredit D&B (Malaysia) Sdn Bhd and MIH to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letters relating to the Profit Forecast for the financial year ending 30 September 2004 and Pro forma Consolidated Balance Sheets as at 30 September 2003 in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

13. GENERAL INFORMATION (Cont'd)

13.10 Documents for Inspection

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

- (i) Memorandum and Articles of Association of Pelangi Publishing and its subsidiary companies;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' Letters relating to the Profit Forecast for the financial year ending 30 September 2004 and Pro forma Consolidated Balance Sheets as at 30 September 2003 as included herein;
- (iv) The material contracts and material agreement referred to in section 13.5 and 13.6 of this Prospectus;
- (v) Writ and relevant cause papers in respect of the current material litigation, claims and arbitrage referred in section 13.8 of this Prospectus;
- (vi) The letters of consent referred to in section 13.9 of this Prospectus;
- (vii) Audited accounts of Pelangi Publishing and its subsidiaries for the past five (5) financial years ended 30 September 2003; and
- (viii) Independent market research report prepared by Infocredit D&B (Malaysia) Sdn Bhd dated 24 March 2004.

13.11 Responsibility Statements

- (i) AmMerchant Bank acknowledges that, based on all available information and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the IPO, and is satisfied that the consolidated profit forecast for the financial year ending 30 September 2004 (for which the Directors of the Company are fully responsible) prepared for inclusion in this Prospectus have been stated by the Directors of the Company after due and careful inquiry and has been duly reviewed by the Reporting Accountants.
- (ii) This Prospectus has been seen and approved by the Directors and Promoters of the Company and the Offerors and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries and to the best of their knowledge and belief, there are no false and misleading statements, or other facts the omission of which would make any statements herein false and misleading.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE

14.1 Opening and Closing of Application

The Application for the IPO will open at **10.00 a.m.** on **31 March 2004** and will remain open until **5.00 pm.** on **9 April 2004** or for such further period or periods as the Directors and Promoters of Pelangi Publishing together with the Managing Underwriter in their absolute discretion may decide. Late applications will not be accepted.

Where closing date of this application is extended from the original closing date, the notice of such extension(s) will be advertised in a widely circulated newspaper not less than one (1) market day before the original closing date.

COPIES OF THE APPLICATION FORMS TOGETHER WITH THIS PROSPECTUS MAY BE OBTAINED, SUBJECT TO AVAILABILITY, FROM THE ISSUING HOUSE, MANAGING UNDERWRITER AND AUTHORISED DEPOSITORY AGENTS WHICH ARE REGISTERED MSEB MEMBERS.

14.2 Procedures for Application

14.2.1 Method of Application

- (i) Application Form; or
- (ii) Electronic Share Application

14.2.2 General Conditions for Applications

This Application shall be made in connection with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.

The breakdown of the IPO is shown below: -

	No. of Shares to be allocated
Public Issue	
~ Eligible directors, employees and business associates of Pelangi Publishing	5,300,000
~ Malaysian Public	6,000,000
~ Public Places	700,000
Offer for Sale	
~ MITI nominated Bumiputera Investors	24,000,000
Total	36,000,000

Any portion of the 700,000 Shares not subscribed for by the identified places will be made available for application by the Malaysian Persons.

(i) Application by the Malaysian Persons for allocation via balloting

Applications for the 6,000,000 IPO Shares made available for application by the Malaysian persons for allocation via balloting must be made on the **White** Application Forms and White official "A" and "B" envelopes provided or by way of Electronic Share Application.

However, a corporation or institution cannot apply for the IPO Shares by way of Electronic Share Application.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

(ii) Applications by the Directors, eligible employees and business associates of the Group

Applications for the 5,300,000 shares reserved for directors, eligible employees and business associates of the Pelangi Publishing Group must be only made on the special **Pink** Application Forms provided and **NOT** on any other application form or by way of Electronic Share Application through a Participating Financial Institution's ATM.

The criteria taken into account by the Company for the allocation of the Shares to approximately 730 directors, eligible employees and business associates of the Pelangi Publishing Group include the length of service, position held and the number of Shares requested.

Any portion of the 5,300,000 Shares not subscribed for by the eligible employees and business associates of the Pelangi Publishing Group, will be made available for application by the Malaysian Persons.

(iii) Applications by Placees under Private Placement

Applications for the 700,000 Shares via Private Placement of the Pelangi Publishing Group must be made on the **Yellow** Application Forms provided and **NOT** on any other Application Forms or by way of Electronic Share Application through a Participating Financial Institution's ATM. The completed Application Forms are to be delivered to the Placement Agent and **NOT** to any other party.

(iv) Application by MITI nominated Bumiputera Investors

Applications for the 24,000,000 Offer Shares made available for application by Bumiputera investors approved by MITI **MUST** be made on the **White** Application Forms provided only and **NOT** on any other Application Forms or by way of Electronic Share Application.

Directors and employees of MIH and their immediate families are strictly prohibited from applying for the IPO Shares allocated to the Malaysian Public. Directors (including one who is designated as a director under the Companies Act, 1965) of the Company and its subsidiaries companies and the associates of such directors are not allowed to apply for the IPO Shares.

Applications for the IPO Shares must be made on the respective Application Forms issued together with this Prospectus and must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Form or by way of Electronic Share Application through a Participating Financial Institution's ATM. The Application Form enclosed with this Prospectus is in accordance with Section 41 (2) of the Securities Commission Act, 1993 ("SCA") and together with the Notes and Instructions printed therein shall accompany this Prospectus. Applications which do not **STRICTLY** conform to the terms of this Prospectus or Application Form or Notes and Instructions printed therein or which are illegible will not be accepted.

Only one(1) Application can be made by each applicant. Multiple applications will not be accepted. Each application must be for 100 Shares or multiples thereof. The amount payable in full on application is RM0.75 per share. Persons submitting applications by way of Application Form may not submit applications by way of Electronic Share Applications and vice versa. A corporation or institution cannot apply for shares by way of Electronic Share Application.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Completed Application Forms must be despatched by **ORDINARY POST** in the official envelopes provided, to the Issuing House at the following address:-

Malaysian Issuing House Sdn Bhd (258345-X)
27th Floor, Menara Multi-Purpose
Capital Square
No. 8, Jalan Munshi Abdullah
50100 Kuala Lumpur
P.O. Box 13269
50804 Kuala Lumpur

or **DELIVERED BY HAND AND DEPOSITED** in the Drop-in Boxes provided at the back portion of Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur, so as to arrive not later than **5.00 PM** on 9 April 2004 or such later date as the Directors and/or Promoters of Pelangi Publishing together with the Managing Underwriter in their absolute discretion may decide.

Applications may also be delivered in a drive-in manner at Stadium Hoki Tun Razak, Jalan Duta, Kuala Lumpur on 9 April 2004, between 10.00 am to 5.00 pm only.

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

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

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

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

No acknowledgement of the receipt of Application Forms or application monies will be made by the Company or the Offeror and /or the Issuing House.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

14.3 Applications and Acceptance

The Issuing House on the authority of the Directors of Pelangi Publishing reserves the right not to accept any application which does not strictly comply with the instructions or to accept any application in part only without assigning any reason therefor.

THE SUBMISSION OF AN APPLICATION DOES NOT NECESSARILY MEAN THAT THE APPLICATION WILL BE SUCCESSFUL.

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

In the event of over-subscription, acceptance of applications will be subject to ballot to be conducted in the manner as approved by the Directors. Due consideration will be given to the desirability of distributing the IPO Shares to a reasonable number of applicants with a view to broadening the shareholding base of the Company and to establish an adequate market in the Shares of the Company. Acceptance of application will be made in a manner so as to comply with the SC's shareholding spread requirements that at least 25% of the issued and paid-up capital is in the hands of public shareholders and a minimum number of 1,000 public shareholders of the Company holding not less than 100 Shares each. Applicants will be selected in a manner to be determined by the Directors of Pelangi Publishing. In the event the shareholding spread is not met, the Company may not be allowed to proceed with its listing.

In the event of an under-subscription by the Malaysian Public, the IPO Shares not applied for will be made available for subscription by the Underwriter stipulated in the Underwriting Agreement dated 19 February 2004. Any Shares not subscribed by the eligible employees and Directors of the Pelangi Publishing Group will be made available for application by the Malaysian Public and/or identified investors via private placement.

WHERE AN APPLICATION IS REJECTED OR ACCEPTED IN PART ONLY, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE RETURNED IN FULL WITHOUT INTEREST AND SHALL BE DESPACHED BY ORDINARY POST OR REGISTERED POST RESPECTIVELY TO THE APPLICANT, WITHIN TWENTY-ONE(21) DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LISTS, AT THE ADDRESS REGISTERED WITH THE MCD AT THE APPLICANT'S OWN RISK.

THE ISSUING HOUSE RESERVES THE RIGHT TO BANK IN ALL MONIES FROM UNSUCCESSFUL BUMIPUTERA APPLICANTS AND FROM PARTIALLY SUCCESSFUL APPLICANTS. REFUND MONIES IN RESPECT OF UNSUCCESSFUL BUMIPUTERA APPLICANTS AND PARTIALLY SUCCESSFUL APPLICANTS WILL BE REFUNDED WITHOUT INTEREST AND SHALL BE DESPACHED TO THE APPLICANT WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LISTS BY REGISTERED POST AT THE ADDRESS REGISTERED WITH THE MCD AT THE APPLICANT'S OWN RISK.

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

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

14.4 CDS Accounts

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

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

In the case of an application by way of Electronic Share Application, only an applicant who has a CDS Account can make an Electronic Share Application and the applicant should furnish his CDS Account Number if the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so.

Failure to comply with these specific instructions or inaccuracy in the CDS account number, arising from use of invalid, third party or nominee accounts, may result in the application being rejected. If a successful applicant fails to state his/her CDS account number, the Issuing House on the authority of the Company will reject the application. The Issuing House on the authority of the Directors of the Company also reserves the right to reject any incomplete and inaccurate application. Applications may also be rejected if the applicants' particulars provided in their Application Forms, or in the case of Electronic Share Applications, if the records of the Participating Financial Institutions at the time of making the Electronic Share Applications differ from those in the MCD's records, such as the identity card number, name and nationality.

14.5 Notice of Allotment

Shares allotted to all successful applicants will be credited to their respective CDS Accounts. A notice of successful allotment will be despatched to the successful or partially successful applicants to their addresses last maintained with the MCD at the applicant's own risk within five (5) market days after the final ballot of the application. For Electronic Share Applications, the notice of allotment will be despatched to the successful or partially successful applicant at his/her address last maintained with the MCD at the applicant's own risk within five (5) market days after the final ballot of the application list. This is the only acknowledgement of acceptance of the application.

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

Applicants may also check the status of their application by calling their respective ADAs at the telephone number as stated in Section 14.6 of this Prospectus or MIH Enquiry Services at 03-2693 2075 (10 lines), 5 Market Days (during office hours only) after the balloting date.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**14.6 List of Authorised Depository Agents**

A list of the ADA (Broker) Codes is as follows: -

Name	Address and Telephone Number	Broker Code
<u>Kuala Lumpur</u>		
AFFIN-UOB SECURITIES SDN BHD	Level 3, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No: 03-21438668	028-001
AVENUE SECURITIES SDN BHD	Ground Floor & Level 1 THB Satu, Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No: 03-20951111	052-001
AMSECURITIES SDN BHD	15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20782788	086-001
BBMB SECURITIES SDN BHD	Level 2, 3, 4 & 15 Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20319900	099-001
BIMB SECURITIES SDN BHD	1st & 2nd Floor, Podium Block Bangunan AMDB 1, Jalan Lumut 50400 Kuala Lumpur Tel No: 03-40433533	024-001
CIMB SECURITIES SDN BHD	9 th Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel No: 03-20849999	065-001
HLG SECURITIES SDN BHD	Level 5, Wisma Kia Peng No.3, Jalan Kia Peng 50450 Kuala Lumpur Tel No: 03-21681168	066-001
HWANG-DBS SECURITIES BERHAD	2 nd Floor, Bangunan AHP 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr Ismail 60000 Kuala Lumpur Tel No: 03-77106688	068-009

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
HWANG-DBS SECURITIES BERHAD	Nos. 34-5, 36-5, 38-5, 40-5, 42-5 & 44-5 5 th Floor, Cheras Commercial Centre Jalan 5/101C Off Jalan Kaskas, 5 th Mile Cheras 56100 Kuala Lumpur Tel No: 03-91303399	068-012
HWANG-DBS SECURITIES 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: 03-27112775/2776	068-014
INTER-PACIFIC SECURITIES SDN BHD	Level 7, Shahzan Insas Tower 30, Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21441888	054-001
JUPITER SECURITIES SDN BHD	7 th -9 th Floor, Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20341888	055-001
K & N KENANGA BHD	8 th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21649080	073-001
KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD	30 th Floor, The Weld Tower 76, Jalan Raja Chulan 50200 Kuala Lumpur Tel No:03-20201600	053-001
KUALA LUMPUR CITY SECURITIES SDN BHD	8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21667922	076-001
KUALA LUMPUR CITY SECURITIES SDN BHD	Ground, 1 st & 2 nd Floor, No. 33, Plaza Crystaville, Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel No: 03-62033366	076-010
LEONG & COMPANY SDN BHD	Level 18, Wisma Cyclecarri 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No: 03-26928899	061-001
M & A SECURITIES SDN BHD	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel No: 03-22821820	057-002

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
MAYBAN SECURITIES SDN BHD	Level 5-13, MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No: 03-22978888	098-001
MIDF SISMA SECURITIES SDN BHD	17 & 18 Floor, Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-21668888	026-001
OSK SECURITIES BERHAD	10 th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21624388	056-001
OSK SECURITIES BERHAD	Ground Floor, No.15, Block A Jalan Prima 1 Pusat Niaga Metro Prima, Kepong 50450 Kuala Lumpur Tel No: 03-62575869	056-028
PB SECURITIES SDN BHD	27 th Floor, Bangunan Public Bank 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No: 03-20313011	051-001
PM SECURITIES SDN BHD	Ground & 1 st Floor, MUI Plaza Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-21463000	064-001
RHB SECURITIES SDN BHD	Level 9, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-92852233	087-001
SIME SECURITIES SDN BHD	21 st Floor, Bangunan SIME Bank 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No : 03-22749288	097-001
TA SECURITIES BERHAD	TA One Tower 22, Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-20721277	074-001
<u>Selangor Darul Ehsan</u>		
AFFIN-UOB SECURITIES SDN BHD	2 nd , 3 rd & 4 th Floors Wisma Amsteel Securities 1, Lintang Pekan Baru Off Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-33439999	028-002

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
HWANG-DBS SECURITIES BERHAD	16 th , 18 th -20 th Floor, Plaza Masalam 2, Jalan Tengku Ampuan Zabedah E9/E, Section 9 40100 Shah Alam Selangor Darul Ehsan Tel No: 03-55133288	068-002
HWANG-DBS SECURITIES BERHAD	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No.7, Jalan SS16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No:03-56356688	068-010
JF APEX SECURITIES BERHAD	6 th Floor, Wisma Apex Off Jalan Semenyih, Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel No: 03-87361118	079-001
JF APEX SECURITIES BERHAD	15 th & 16 th Floor Menara Choy Fook On 1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel No: 03-76201118	079-002
K & N KENANGA BHD	13 th Floor, Menara Yayasan Selangor 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel No: 03-79562169	073-005
K & N KENANGA BHD	1 st Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel No: 03-80241682	073-006
K & N KENANGA BHD	Room 7.02, Level 7, Menara ING Intan Millenium Square 68, Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Darul Ehsan Tel No: 03-30057001	073-007
MOHAIYANI SECURITIES SDN BHD	1 st , 2 nd & 3 rd Floor Plaza Damansara Utama 2 Jalan SS 21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77297345	095-001

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	24, 24M, 26M, 28M & 28A Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel No: 03-78736366	056-011
OSK SECURITIES BERHAD	No. 37, Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel No: 03-87363378	056-045
OSK SECURITIES BERHAD	Ground & 1 st Floor No. 15, Jalan Bandar Rawang 48000 Rawang Selangor Darul Ehsan Tel No: 03-60928970	056-047
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
SJ SECURITIES SDN BHD	Level 3, Holiday Villa 9, Jalan SS 12/1 Subang Jaya 47500 Petaling Jaya Selangor Darul Ehsan Tel No: 03-56340202	096-001
<u>Melaka</u>		
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
OSK SECURITIES BERHAD	579, 580-581A&B 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, 1 st Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel No: 06-2833622	087-002

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
<u>Perak Darul Ridzuan</u>		
AVENUE SECURITIES SDN BHD	No. 63 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2422828	052-002
BOTLY SECURITIES SDN BHD	1 st Floor, Plaza Teh Teng Seng 227, Jalan Kampar 30250 Ipoh Perak Darul Ridzuan Tel No: 05-2531313	058-001
HWANG-DBS SECURITIES BERHAD	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No: 05-8060888	068-003
HWANG-DBS SECURITIES BERHAD	Ground & 1 st Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2559988	068-015
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6910910	076-008
M & A SECURITIES SDN BHD	M & A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel No: 05-2419800	057-001
MAYBAN SECURITIES SDN BHD	55, 57 & 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2558233	098-002
OSK SECURITIES BERHAD	21-25, Jalan Seenivasagam 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2415100	056-002
OSK SECURITIES BERHAD	17G, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel No: 05-6236498	056-014
OSK SECURITIES BERHAD	No. 23 & 25, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6921228	056-016

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel No: 05-7231888	056-018
OSK SECURITIES BERHAD	Ground Floor, No. 40, 42 & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel No: 05-8088229	056-034
OSK SECURITIES BERHAD	No. 72, Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel No: 05-4671801	056-044
SBB SECURITIES SDN BHD	51-53, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2530888	090-001
<u>Pulau Pinang</u>		
AA ANTHONY SECURITIES SDN BHD	41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel No: 04-2299318	078-002
AVENUE SECURITIES SDN BHD	No. 111, Jalan Macalister 10400 Pulau Pinang Tel No: 04-2281868	052-003
BBMB SECURITIES SDN BHD	7th & 8th Floors, PSCI Tower 39, Jalan Sultan Ahmad Shah 10500 Pulau Pinang Tel No: 04-2283355	099-002
HWANG-DBS SECURITIES BERHAD	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No: 04-2636996	068-001
HWANG-DBS SECURITIES BERHAD	Ground, 1 st & 2 nd Floor 1620 & 1621, Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5372882	068-006
K & N KENANGA BHD	Lot 1.02, Level 1, Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2106666	073-013

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
MERCURY SECURITIES SDN BHD	Ground, 1 st , 2 nd & 3 rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai Pulau Pinang Tel No: 04-3322123	093-001
OSK SECURITIES BERHAD	64, Bishop Street 20F & 20G, Penang Street 10200 Pulau Pinang Tel No: 04-2634222	056-004
OSK SECURITIES BERHAD	Level 19, Menara NB 5050, Jalan Bagan Luar 12000 Butterworth Pulau Pinang Tel No: 04-3322299	056-005
OSK SECURITIES BERHAD	11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5402888	056-015
OSK SECURITIES BERHAD	No.834 Jalan Besar, Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel No: 04-5831888	056-032
OSK SECURITIES BERHAD	Ground & 1 st 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
THONG & KAY HIAN SECURITIES SDN BHD	Level 5 & 6, Wisma Sri Pinang 60 Green Hall 10200 Pulau Pinang Tel No:04-2635481	070-001
UT SECURITIES SDN BHD	6 th , 10 th & 12 th Floor Bangunan Mayban Trust 3, Penang Street 10200 Pulau Pinang Tel No: 04-2626644	059-001

Kedah Darul Aman

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
HWANG-DBS SECURITIES BERHAD	No. 70 A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No: 04-4256666	068-011
KUALA LUMPUR CITY SECURITIES SDN BHD	2 nd Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel No: 04-7317088	076-004
OSK SECURITIES BERHAD	No.1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel No : 04-4204888	056-017
OSK SECURITIES BERHAD	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel No : 04-4964888	056-019
OSK SECURITIES BERHAD	Ground & 1 st Floor, 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel No : 04-7209888	056-021
<u>Perlis Indra Kayangan</u>		
KUALA LUMPUR CITY SECURITIES SDN BHD	2 nd Floor, Podium Block Bangunan KWSP 01000 Kangar Perlis Indra Kayangan Tel No: 04-9765200	076-003
<u>Negeri Sembilan Darul Khusus</u>		
HWANG-DBS SECURITIES BERHAD	Ground & 1 st Floor 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7612288	068-007
HWANG-DBS SECURITIES BERHAD	No.6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-4553188	068-013
OSK SECURITIES BERHAD	Ground & 1 st & 2 nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel No : 06-7641641	056-024

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	1 st Floor, No. 3601, Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel No : 06-4421000	056-037
OSK SECURITIES BERHAD	1 st & 2 nd Floor No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) Negeri Sembilan Darul Khusus Tel No : 06-4553011	056-040
OSK SECURITIES BERHAD	Ground & Mezzanine Floor No. 346 & 347, Batu ½, Jalan Pantai 71000 Port Dickson Negeri Sembilan Darul Khusus Tel No : 06-6461234	056-046
PM SECURITIES SDN BHD	1 st , 2 nd and 3 rd Floors 19-21 Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7623131	064-002
<u>Johor Darul Takzim</u>		
A.A. ANTHONY SECURITIES SDN BHD	Suite 8.2, Level 8 Menara Sarawak Enterprise No. 5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim Tel No : 07-3332000	078-001
AVENUE SECURITIES SDN BHD	57, 59 & 61, Jalan Ali 84000 Muar Johor Darul Takzim Tel No : 06-9532222	052-004
AMSECURITIES SDN BHD	2 nd & 3 rd Floor, Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4342282	086-002
ENG SECURITIES SDN BHD	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No : 07-2231211	081-001
HWANG-DBS SECURITIES BERHAD	Level 7, Johor Bahru City Square (Office Tower) 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2222692	068-004

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
K & N KENANGA BHD	Level 2, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-3333600	073-004
K & N KENANGA BHD	No 31, Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel No: 06-9542711	073-008
K & N KENANGA BHD	No. 34, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No: 07-9333515	073-009
K & N KENANGA BHD	No. 33 & 35 (Ground & 1 st Floor A&B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel No: 07-7771161	073-010
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 46 & 48 Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel No: 07-7717922	076-006
OSK SECURITIES BERHAD	Unit 27-01 to 27-08 Level 27, Menara Landmark No. 12, Jalan Ngee Heng 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2212233	056-006
OSK SECURITIES BERHAD	53, 53-A & 53-B Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4380288	056-009
OSK SECURITIES BERHAD	Ground Floor, 17, Jalan Delima Pusat Perdagangan Pontian 82000 Pontian Johor Darul Takzim Tel No: 07-6868018	056-023
OSK SECURITIES BERHAD	Ground Floor & 1 st Floor No. 19, Jalan Pesta 1-1 Taman Tun Dr. Ismail 1, Jalan Bakri 84000 Muar Johor Darul Takzim Tel No: 06-9538262	056-025

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD	Ground Floor & 1 st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel No: 07-5577628	056-029
OSK SECURITIES BERHAD	Ground Floor & 1 st Floor No. 28 Jalan Tengku Ahmad 85000 Segamat Johor Darul Takzim Tel No: 07-9321543	056-030
OSK SECURITIES BERHAD	Ground Floor & 1 st Floor No. 17 Jalan Manggis 85000 Kluang Johor Darul Takzim Tel No: 07-7769655	056-031
OSK SECURITIES BERHAD	240 & 240A, Jalan Besar 83700 Yong Peng Johor Darul Takzim Tel No:07-4675388	056-033
OSK SECURITIES 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 SECURITIES BERHAD	Ground, No 7, Jalan Jaya 81900 Kota Tinggi Johor Darul Takzim Tel No: 07-8822018	056-036
OSK SECURITIES BERHAD	Ground, 1 st & 2 nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel No: 06-9787180	056-038
OSK SECURITIES BERHAD	1 st Floor, No. 2 & 4 Jalan Makmur Taman Sri Aman 85300 Labis Johor Darul Takzim Tel No: 07-9256881	056-039
PM SECURITIES SDN BHD	Suite 5.1, Level 5, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-2781813	064-005

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**Pahang Darul Makmur**

KUALA LUMPUR CITY SECURITIES SDN BHD	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel No: 09-5660800	076-002
OSK SECURITIES BERHAD	A-27 & A-29, Lorong Tun Ismail 9 Seri Dagangan Kuantan Business Centre 25000 Kuantan Pahang Darul Makmur Tel No: 09-5163811	056-007
OSK SECURITIES BERHAD	Ground Floor, 98 Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel No: 09-2234943	056-022
OSK SECURITIES BERHAD	Ground Floor No. 43 Jalan Bunga Tanjung 28400 Mentakab Pahang Darul Makmur Tel No: 09-2771541	056-026
OSK SECURITIES BERHAD	Ground Floor No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel No: 05-4914913	056-041

Terengganu Darul Iman

FA SECURITIES SDN BHD	No. 51 & 51A Ground, Mezzanine & 1 st Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6238128	021-001
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 1D, Ground & Mezzanine No. 1E, Ground, Mezzanine, 1 st & 2 nd Floor, Jalan Air Jerneh 20300 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6317922	076-009
OSK SECURITIES BERHAD	Ground Floor, 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemamam Terengganu Darul Iman Tel No: 09-8583109	056-027

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

PTB SECURITIES SDN BHD	1 st , 2 nd & 3 rd Floors 61, Jalan Sultan Ismail P.O. Box 151, Pejabat Pos Besar 20700 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6235546	025-001
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Kelantan Darul Naim

KOTA BHARU SECURITIES SDN BHD	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No: 09-7432288	075-001
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KUALA LUMPUR CITY SECURITIES SDN BHD	Lot 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Darul Naim Tel No: 09-7432588	076-007
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OSK SECURITIES BERHAD	No. 3959-H (Ground & 1 st Floor) Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel No: 09-7430077	056-020
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Sabah

HWANG-DBS SECURITIES BERHAD	Room Nos. 106-109, Mezzanine Floor Room Nos. 207-212, 2 nd Floor Gaya Centre, Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel No: 088-311688	068-008
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INNOSABAH SECURITIES BERHAD	11, Equity House, Block K Sadong Jaya, Karamuning 88100 Kota Kinabalu Sabah Tel No: 088-234090	020-001
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KUALA LUMPUR CITY SECURITIES SDN BHD	Suite 1-9 E1, 9 th Floor CPS Tower No.1, Jalan Centre Point 88000 Kota Kinabalu Sabah Tel No: 088-253922	076-005
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OSK SECURITIES BERHAD	5 th Floor, Wisma BSN Sabah Jalan Kemajuan, Karamuning 88000 Kota Kinabalu Sabah Tel No: 088-269788	056-010
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14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Sarawak

BOTLY SECURITIES SDN BHD	12G, H&I, Jalan Kampung Datu 96000 Sibu Sarawak Tel No: 084-319998	058-002
HWANG-DBS SECURITIES BERHAD	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel No: 082-236999	068-005
K & N KENANGA BHD	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel No: 082-338000	073-003
K & N KENANGA BHD	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel No: 085-435577	073-002
OSK SECURITIES BERHAD	Ground & 1 st Floor Wisma Chinese Chambers Lot 357, Section 47, K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching Sarawak Tel No: 082-422252	056-008
OSK SECURITIES BERHAD	Lot 1168, Ground Floor Wisma Interhill Miri Waterfront Commercial Centre 98008 Miri Sarawak Tel No: 085-422788	056-012
OSK SECURITIES BERHAD	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibu Sarawak Tel No: 084-329100	056-013

Wilayah Persekutuan Labuan

CIMB SECURITIES SDN BHD	Unit 7(A), Level 7 Main Office Tower Financial Park Labuan Jalan Merdeka 87000 Wilayah Persekutuan Labuan Tel No: 087-451666	065-002
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14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

14.7 Terms and Conditions for Applications Using Application Forms

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

- (1) Application for the Shares must be made on the Application Form issued together with this Prospectus and must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Form and this Prospectus. In accordance with Section 41(2) of the Securities Commission Act, 1993, the Application Form together with the Notes and Instructions printed therein shall constitute an integral part of this Prospectus. Applications which do not STRICTLY conform to the terms of this Prospectus or Application Form or Notes and Instructions printed therein or which are illegible will not be accepted.
- (2) EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCES IN RINGGIT MALAYSIA FOR THE FULL AMOUNT PAYABLE BY:-
 - (A) BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICANTS); OR
 - (B) 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); OR
 - (C) MONEY ORDER (FOR APPLICANTS FROM SABAH AND SARAWAK ONLY); OR
 - (D) GUARANTEED GIRO ORDER (GGO) FROM BANK SIMPANAN NASIONAL MALAYSIA BERHAD (DIFFERENTIATED BY A SPECIAL RED BAND FOR BUMIPUTERA APPLICANTS); OR
 - (E) ATM STATEMENT OBTAINED FROM:-
 - AFFIN-ACF FINANCE BERHAD;
 - ALLIANCE BANK MALAYSIA BERHAD;
 - AMBANK BERHAD;
 - AMFINANCE BERHAD;
 - BUMIPUTRA-COMMERCE BANK BERHAD;
 - BANK UTAMA (MALAYSIA) BERHAD;
 - EON BANK BERHAD;
 - EON FINANCE BERHAD;
 - HONG LEONG FINANCE BERHAD;
 - HONG LEONG BANK BERHAD;
 - MALAYAN BANKING BERHAD;
 - MAYBAN FINANCE BERHAD;
 - PUBLIC BANK BERHAD;
 - PUBLIC FINANCE BERHAD;
 - RHB BANK BERHAD;
 - SOUTHERN BANK BERHAD; OR
 - SOUTHERN FINANCE BERHAD

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

AND MUST BE MADE OUT IN FAVOUR OF “**MIH SHARE ISSUE ACCOUNT NO. 303**” AND **CROSSED “A/C PAYEE ONLY**” (EXCLUDING ATM STATEMENTS) AND ENDORSED ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT. APPLICATIONS ACCOMPANIED BY ANY MODE OF PAYMENT OTHER THAN THOSE STATED ABOVE OR WITH EXCESS OR INSUFFICIENT REMITTANCES OR INAPPROPRIATE BANKER’S DRAFTS/CASHIER’S ORDERS/CHEQUE ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES/MONEY ORDER/ATM STATEMENT/GGO WILL NOT BE ACCEPTED. DETAILS OF THE REMITTANCE MUST BE FILLED IN THE APPROPRIATE BOXES PROVIDED ON THE APPLICATION FORMS.

- (3) AN APPLICANT **MUST** STATE HIS/HER CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE APPLICATION FORM AND HE/SHE SHALL BE DEEMED TO HAVE AUTHORISED MCD TO DISCLOSE INFORMATION PERTAINING TO THE CDS ACCOUNT TO THE ISSUING HOUSE/COMPANY.
- (4) THE NAME AND ADDRESS OF THE APPLICANT (AS EXACTLY STATED ON THE APPLICATION FORM) MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER’S DRAFT, CASHIER’S ORDER, ATM STATEMENT, MONEY ORDER, CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES OR GUARANTEED GIRO ORDER (GGO) FROM BANK SIMPANAN NASIONAL MALAYSIA BERHAD.
- (5) The Directors of the Company reserve the right to require any successful applicant to appear in person at the registered office of MIH within fourteen(14) days of the date of the notice issued to him/her to ascertain the regularity or propriety of the application. The Directors of the Company shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
- (6) The Issuing House on the authority of the Directors of the Company reserves the right to reject applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.
- (7) The Issuing House on the authority of the Directors of the Company reserves the right not to accept any application or accept any application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting or allocating the shares to a reasonable number of applicants with a view to establishing an adequate market for the shares.
- (8) Where an application is not accepted, the full amount of the application monies, without interest, will be returned and shall be despatched to the applicant within twenty one (21) days from the date of the final ballot of the Application Lists by registered post at the address shown on the Application Form at the applicant’s own risk.
- (9) MIH reserves the right to bank in all application monies from unsuccessful Bumiputera applicants and partially-successful applicants, which would subsequently be refunded without interest by registered post.
- (10) Directors and employees of MIH and their immediate families are strictly prohibited from applying for the IPO Shares.
- (11) PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE **WHITE** APPLICATION FORM TO MIH.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

14.8 Terms and Conditions for 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 (the “**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 14.9 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. Any reference to the “**applicant**” in the terms and conditions for Electronic Share Applications and the Steps shall mean the applicant who applies for shares through an ATM of any of the Participating Financial Institutions.

Only an applicant who is an individual with a CDS Account is eligible to utilise the facility.

The applicant must have an existing bank account with, and be an ATM cardholder of, one of the Participating Financial Institutions before he 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 his Electronic Share Application transaction, the applicant will receive a computer-generated transaction slip (“**Transaction Record**”), confirming the details of his Electronic Share Application. The Transaction Record is only a record of the completed transaction at the ATM and not a record of the receipt of the Electronic Share Application or any data relating to such an Electronic Share Application by the Company or the Issuing House. The Transaction Record is for retention by the applicant and should not be submitted with any Application Form.

Upon the closing of the offer for the application for the Public Issue Shares on 9 April 2004 at 5.00 p.m. (“**Closing Date and Time**”), the Participating Financial Institution shall submit a magnetic tape containing its respective customers’ applications for the Public Issue Shares to MIH as soon as practicable but not later than 12.00 p.m. of the 2nd business day after the Closing Date and Time.

An applicant will be allowed to make an Electronic Share Application for shares via an ATM that accepts the ATM cards of the Participating Financial Institution with which he has an account and its branches, subject to the applicant making only one application.

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

The Electronic Share Application shall be made on, and subject to, the terms and conditions contained in Section 14.8 as well as the terms and conditions appearing below:-

- (a) The Electronic Share Application shall be made in connection with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.
- (b) The applicant is required to confirm the following statements (by depressing pre-designated keys or buttons on the ATM keyboard) and undertake that the following information given is true and correct:-

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

- I have attained 18 years of age as at the closing date of the share application.
- I am a Malaysian citizen residing in Malaysia
- I have read the relevant Prospectus and understood and agreed with the terms and conditions of this application.
- This is the only application that I am submitting.
- I hereby give consent to the Participating Financial Institution and MCD to disclose information pertaining to myself and my account with the Participating Financial Institution and MCD 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 the applicant completes all the steps required by the Participating Financial Institution. By doing so, the applicant shall be treated as signifying his confirmation of each of the above statements as well as giving consent in accordance with the relevant laws of Malaysia including Section 97 of the Banking and Financial Institutions Act 1989 and Section 45 of the Securities Industry (Central Depositories) Act 1991 to the disclosure by the relevant Participating Financial Institution or MCD, as the case may be, of any of the applicant's particulars to the relevant Issuing House, or any relevant regulatory bodies.

- (c) THE APPLICANT CONFIRMS THAT HE IS NOT APPLYING FOR SHARES AS NOMINEE OF ANY OTHER PERSON AND THAT ANY ELECTRONIC SHARE APPLICATION THAT HE MAKES IS MADE BY HIM AS BENEFICIAL OWNER. THE APPLICANT SHALL ONLY MAKE ONE ELECTRONIC SHARE APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE SAID SHARES, WHETHER AT THE ATMS OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.
- (d) The applicant must have sufficient funds in his account with the relevant Participating Financial Institution at the time he makes his Electronic Share Application, failing which his Electronic Share Application will not be completed. Any Electronic Share Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Share Application is being made will be rejected.
- (e) The applicant agrees and undertakes to subscribe for or purchase and to accept the number of shares applied for as stated on the Transaction Record or any lesser number of shares that may be allotted or allocated to him in respect of his Electronic Share Application. In the event that the Company decides to allot or allocate any lesser number of such shares or not to allot or allocate any shares to the applicants, the applicant agrees to accept any such decision as final. If the applicant's Electronic Share Application is successful, his confirmation (by his action of pressing the designated key on the ATM) of the number of shares applied for shall signify, and shall be treated as, his acceptance of the number of shares that may be allotted or allocated to him and to be bound by the Memorandum and Articles of Association of the Company.
- (f) The Company reserves the right to reject 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.
- (g) Where an Electronic Share Application is not successful or successful in part only, the relevant Participating Financial Institution will be informed of the non-successful or partially successful applications. Where an Electronic Share

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into the applicant's account with that Participating Financial Institution within two(2) market days after the receipt of confirmation from MIH. MIH shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two(2) market days of the balloting date. The applicant may check their accounts on the fifth market day from the balloting date.

Where an Electronic Share Application is successful in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into the applicant's account with that Participating Financial Institution within two(2) market days after the receipt of confirmation from 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 MIH by way of cheques issued by MIH. The cheques will be issued not later than 10 market days from the day of the final ballot of the application list.

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

- (h) The applicant requests and authorises the Company:-
- (i) to credit the shares allotted or allocated to the applicant into the CDS account of the applicant; and
 - (ii) to issue share certificate(s) representing such shares allotted or allocated in the name of MCD Nominees Sdn Bhd and send the same to MCD.
- (i) The applicant, acknowledging that his Electronic Share Application is subject to the risks of electrical, electronic, technical and computer-related faults and breakdowns, fires and other events beyond the control of the Company, the Issuing House or the Participating Financial Institution, irrevocably agrees that if:-
- (i) the Company or MIH does not receive the applicant's Electronic Share Application; or
 - (ii) data relating to the applicant's Electronic Share Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to the Company or MIH,
- the applicant shall be deemed not to have made an Electronic Share Application and the applicant shall not claim whatsoever against the Company, MIH or the Participating Financial Institutions for the shares applied for or for any compensation, loss or damage.
- (j) All particulars of the applicant in the records of the relevant Participating Financial Institution at the time he makes his Electronic Share Application shall be deemed to be true and correct and the Company, MIH and the relevant Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (k) The applicant shall ensure that his personal particulars as recorded by both MCD and the relevant Participating Financial Institution are correct and identical. Otherwise, his Electronic Share Application is liable to be rejected. The applicant must inform MCD promptly of any change in address failing which the notification letter of successful allotment or allocation will be sent to his registered address last maintained with MCD.
- (l) By making and completing an Electronic Share Application, the applicant agrees that:-

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

- (i) in consideration of the Company agreeing to allow and accept the making of any application for shares via the Electronic Share Application facility established by the Participating Financial Institutions at their respective ATMs, his Electronic Share Application is irrevocable;
 - (ii) the Company, the Participating Financial Institutions, MCD and MIH shall not be liable for any delays, failures or inaccuracies in the processing of data relating to his Electronic Share Application to the Company due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
 - (iii) notwithstanding the receipt of any payment by or on behalf of the Company, the acceptance of the offer made by the applicant to subscribe and purchase the shares for which the applicant's Electronic Share Application has been successfully completed shall be constituted by the issue of notices of successful allotment for prescribed securities, in respect of the said shares;
 - (iv) the applicant irrevocably authorises MCD to complete and sign on his behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the shares allotted or allocated to the applicant; and
 - (v) the Company agrees that, in relation to any legal action or proceedings arising out of or in connection with the contract between the parties and/or Electronic Share Application Scheme and/or 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 the Company irrevocably submits to the jurisdiction of the Courts of Malaysia.
- (m) The Directors of the Company reserve the right to require any successful applicant to appear in person at the registered office of MIH within fourteen (14) days of the date of the notice issued to him/her to ascertain the regularity or propriety of the application. The Directors of the Company shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by the successful applicant for the purpose of complying with this provision.
- (n) The Issuing House on the authority of the Directors of the Company reserves the right to reject applications which do not conform to these instructions.
- (o) Electronic Share Applications may be made through an ATM of the following Participating Financial Institutions and their branches:-
- AMBANK BERHAD;
 - AMFINANCE BERHAD;
 - BUMIPUTRA-COMMERCE BANK BERHAD;
 - HSBC BANK MALAYSIA BERHAD;
 - MALAYAN BANKING BERHAD;
 - MAYBAN FINANCE BERHAD;
 - OCBC BANK (MALAYSIA) BERHAD;
 - STANDARD CHARTERED BANK MALAYSIA BERHAD (*at selected branches only*).
- (p) A surcharge of RM2.50 per Electronic Share Application will be charged by the respective Participating Financial Institution.

14. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)

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

- (a) An Applicant must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account.
- (b) An Applicant must have a CDS account.
- (c) An Applicant is to apply for the IPO Share via the ATM of the Participating Financial Institution by choosing the Electronic Share Application option. Mandatory statements required in the application is set out on Section 14.8 of the Terms and Conditions for Electronic Share Applications.

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

- Personal Identification Number (PIN).
- Share Issue Number.
- CDS Account Number.
- Number of Shares applied for and/or the Ringgit Malaysia amount to be debited from the account.
- Confirmation of several mandatory statements.