MINTH GROUP LIMITED
敏實集團有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 425)

CONTINUING CONNECTED TRANSACTIONS

The Company has, through its subsidiaries Minth Japan and Minth International, entered into two sale and purchase agreements with FALTEC Corporation on 8 July 2008 and 26 January 2009 respectively, and another sale and purchase agreement through Jiaxing Xinghe with Foshan Altia on 10 December 2008 to govern the transactions between the Group and FALTEC Group in relation to the sale and purchase of automobile parts. By way of its 35% interest in Jiaxing Minth-Hashimoto, FALTEC Corporation is a substantial shareholder of a subsidiary of the Company and is therefore a connected person under the Listing Rules. By way of being a subsidiary of FALTEC Corporation, Foshan Altia is also a connected person under the Listing Rules. Hence the transactions contemplated under the FALTEC Agreements and the Foshan Altia Agreement constitute continuing connected transactions of the Company.

The Company has entered into a sale and purchase agreement through Guangzhou Minrui with Foshan Aisin on 1 April 2009 to govern the transactions between the Group and Foshan Aisin in relation to the sale and purchase of automobile parts. By way of its 20% interest in Tianjin Shintai, Aisin (Tianjin) is a substantial shareholder of a subsidiary of the Company and is therefore a connected person under the Listing Rules. By way of being a subsidiary of Aisin (Tianjin), Foshan Aisin is also a connected person under the Listing Rules. Hence the transactions contemplated under the Foshan Aisin Agreement constitute continuing connected transactions of the Company.

At the time of signing the above agreements, it was anticipated that the relevant transaction amount would not exceed 0.1% of the applicable percentage ratios of the Listing Rules. Based on the latest sales figures, the Company expects such transaction amount to grow beyond 0.1% on an annual basis. As the applicable percentage ratios for the revised transaction estimates under the FALTEC Agreements, Foshan Altia Agreement and the Foshan Aisin Agreement respectively are more than 0.1% but less than 2.5%, the transactions under the FALTEC Agreements, Foshan Altia Agreement and Foshan Aisin Agreement are only subject to the reporting and announcement requirements under Rule 14A.45 to 14A.47 of the Listing Rules and is exempted from the requirement for independent shareholders' approval under the Listing Rules. Particulars of the agreements are set forth below.

CONTINUING CONNECTED TRANSACTIONS WITH FALTEC

Connected Person relationship

On 8 July 2008 and 26 January 2009, the Company entered into the two agreements through its subsidiaries Minth Japan and Minth International respectively with FALTEC Corporation, a connected person of the Company by way of its 35% interest in Jiaxing Minth-Hashimoto, a subsidiary of the Company. On 10 December 2008, the Company through its subsidiary Jiaxing Xinghe entered into the Foshan Altia Agreement with Foshan Altia, a connected person of the Company by way of being a subsidiary of FALTEC Corporation.

FALTEC Agreements and Foshan Altia Agreement

FALTEC Corporation is a company mainly engaged in the design, manufacture and sale of automobile parts in Japan. Foshan Altia is a subsidiary of FALTEC Corporation, which is mainly engaged in the design, manufacture and sale of automobile parts in China. The FALTEC Agreements and the Foshan Altia Agreement were entered into to govern the transactions between the Group and FALTEC Group. The term of the Foshan Altia Agreement is fixed for a term commencing on 1 December 2008 and shall end on 31 December 2009, and shall be automatically renewed with the same terms for a further year ending 31 December 2010 subject to the Company's agreement and compliance with the Listing Rules. In respect of the FALTEC Agreements, these are fixed for the period from 26 January 2009 to 31 December 2011 and from 8 July 2008 to 7 July 2011 respectively and each of them may be automatically renewed for a further year upon expiry subject to the Company's agreement and compliance with the Listing Rules.

The FALTEC Agreements and the Foshan Altia Agreement were entered into to facilitate further collaboration between the Group and FALTEC Group whereby the Group may transact to sell automobile parts to FALTEC Group in both Japan and China.

The price and terms of payment for such sale and purchase of products under the FALTEC Agreements and Foshan Altia Agreement will be agreed at the time when such transactions are individually entered into but such prices shall either be set by reference to the prevailing market prices, or should there be no market price available for reference, based on cost plus a reasonable profit. The basis of determining such price will in any event be no less favourable to the Company than those in respect of independent third parties.

The price payable for these transactions under the Foshan Altia Agreement shall be agreed between the parties by the fifteenth day in the month following Foshan Altia's acceptance of the products, and payment to be made by Foshan Altia to the Group by the fifth day of the second month following the date of agreement of the price above. The structure of payment of such prices to be agreed under the FALTEC Agreements is also expected to be agreed at the time when such orders are individually placed by FALTEC Corporation and formalised from time to time. At the time of signing these agreements, the aggregated annual transaction amounts of such agreements for the three years ending

December 2011 were not expected to exceed 0.1% of the applicable ratios under the Listing Rules such that such transactions shall be exempted from the reporting, announcement and independent shareholders' approval requirements of the Listing Rules.

However, due to the unexpected increase of the customers' demand, the Company realized the aggregated transaction amounts under the FALTEC Agreements and the Foshan Altia Agreement for the nine months ending 30 September 2009 are expected to reach RMB3,100,000 of which the applicable percentage ratio may exceed 0.1% on an annual basis, while the amount for the three years ending December 2011 are now expected to increase but are not expected to exceed:

Financial year ending 31 December		
2009	**2010**	**2011**
RMB10,000,000	RMB14,000,000	RMB14,000,000

The FALTEC Agreements were signed in July 2008 and January 2009 and the Foshan Altia Agreement in December 2008. Commercial sales of the relevant automobile parts did not commence immediately after signing of these agreements and a period of time thereafter have been spent on researching and developing the relevant automobile parts to be sold under these agreements. This late commencement of commercial sales together with the increased sales of the corresponding car models which utilise these automobile parts during the second half of 2009 resulted in the increase in expected annual transaction amount under these agreements for the years ending 31 December 2009, 2010 and 2011 as compared to that expected to be sold by end of August 2009. The Group intended to expand into the automobile parts market both in China and Japan and the directors believe that the Company may be able to take advantage of its relationship with its joint-venture partner FALTEC Corporation, a company based in Japan which has good contacts with Japanese automobile companies, to efficiently reaching out to the automobile parts market. The above caps are determined by reference to (i) the value of transactions between the Group and FALTEC Group under the FALTEC Agreements and the Foshan Altia Agreement, (ii) average market prices of the relevant products and (iii) anticipated growth in the market demand for such products taking into account of the typical life cycle of automobile production and sales. The cumulative transaction amount for the eight months ended 31 August 2009 pursuant to the FALTEC Agreements and the Foshan Altia Agreement is approximately RMB1,841,000, which did not exceed 0.1% of the applicable ratios under Chapter 14 of the Listing Rules.

The Directors have confirmed that the terms and conditions under these agreements with FALTEC Group and Foshan Altia were negotiated on an arm's length basis between the parties involved. The Directors (including the independent non-executive Directors) consider that the transactions under these agreements are on normal commercial terms and the transactions contemplated thereby are fair and reasonable and in the interest of the Company and its shareholders as a whole.

As a result of the revised annual sales estimates above, the applicable percentage ratios in respect of the transactions pursuant to the FALTEC Agreements and the Foshan Altia Agreement become more than 0.1% but less than 2.5%, the transactions under the FALTEC Agreements and the Foshan Altia

Agreement are therefore subject only to the reporting and announcement requirements under rule 14A.45 to 14A.47 of the Listing Rules but are exempted from the requirement of independent shareholders' approval. Further, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, FALTEC Corporation does not have any relationship with Aisin (Tianjin) apart from both companies being connected persons of the Company through their shareholding interests in different subsidiaries of the Company. The transactions under the FALTEC Agreements and the Foshan Aisin Agreement are therefore not subject to aggregation for the purpose of determining the applicable ratios under the Listing Rules. Should the actual payments required to be made to FALTEC Group for these three upcoming years exceed the above annual amounts, the Company will comply with the Listing Rules prior to such annual amounts being exceeded.

Reasons and Benefits for entering into the FALTEC Agreements

The Group believes that by entering into the FALTEC Agreements, it will not only help the Group to secure orders for automobile parts from FALTEC Corporation, but also secure additional business opportunities by working in closer cooperation and resource sharing on a global scale with FALTEC Group and its related companies. The Directors have confirmed that the terms and conditions under the FALTEC Agreements and the Foshan Altia Agreement were negotiated on an arm's length basis between the parties involved. They consider that the transactions under the FALTEC Agreements and the Foshan Altia Agreement are on normal commercial terms and the transactions contemplated thereby are in the interest of the Company and its shareholders taken as a whole.

CONTINUING CONNECTED TRANSACTIONS WITH FOSHAN AISIN

Connected Person relationship

On 1 April 2009, the Company through its subsidiary Guangzhou Minrui entered into the agreement with Foshan Aisin, a connected person of the Company by way of being a subsidiary of Aisin (Tianjin) who holds 20% interest in Tianjin Shintai, a subsidiary of the Company.

Foshan Aisin Agreement

Foshan Aisin is a company mainly engaged in the design, manufacture and sale of automobile parts in China. The Foshan Aisin Agreement was entered into to govern the general terms of transactions between the Group and Foshan Aisin. The term of the Foshan Aisin Agreement is from 1 April 2009 to 3 December 2011 and may be automatically renewed for one year upon expiry subject to the Company's agreement and compliance with the Listing Rules.

The price for such sale and purchase of products under the Foshan Aisin Agreement will be agreed at the time when such transactions are individually entered into but such prices shall either be set by reference to the prevailing market prices, or should there be no market price available for reference, based on cost plus a reasonable profit. The basis of determining such price will in any event be no less favourable to the Company than those in respect of independent third parties. The Group shall issue an invoice to Foshan Aisin by the fifth business day in the month after the date when Foshan Aisin has issued a formal confirmation of acceptance of such products to the Group. Foshan Aisin shall (unless there is dispute on the invoice) then make payments to the Group by the twenty-fifth calendar day in the month after the above date when Foshan Aisin issued its formal confirmation of acceptance.

The structure of payment of such prices to be agreed under the Foshan Aisin Agreements is also expected to be agreed at the time when such orders are individually placed by Foshan Aisin and formalised from time to time. At the time of signing the Foshan Aisin Agreement, the annual transaction amount under the Foshan Aisin Agreement for the three years ending December 2011 was not expected to exceed 0.1% of the applicable ratios under the Listing Rules such that such transactions shall be exempted from the reporting, announcement and independent shareholders' approval requirements of the Listing Rules.

However, due to the unexpected increase of the customers' demand, the Company realized the aggregated transaction amounts under the Foshan Aisin Agreements for the nine months ending 30 September 2009 are expected to reach RMB3,100,000 of which the applicable percentage ratio may exceed 0.1% on an annual basis, while the amount for the three years ending December 2011 is now expected to increase but is not expected to exceed:

Financial year ending 31 December		
2009	**2010**	**2011**
RMB8,000,000	RMB12,000,000	RMB12,000,000

The Foshan Aisin Agreement was signed in April 2009. Commercial sales of the relevant automobile parts did not commence immediately after signing of these agreements and a period of time thereafter have been spent on researching and developing the relevant automobile parts to be sold under this agreement. This late commencement of commercial sales together with the increased sales of the corresponding car models which utilise these automobile parts during the second half of 2009 resulted in the increase in expected annual transaction amount under these agreements for the years ending 31 December 2009, 2010 and 2011 as compared to that expected to be sold by end of September 2009. The Group intended to expand its automobile parts market in China and the directors believe that the Company may be able to take advantage of its relationship with its joint-venture partner Aisin, a company who has good contacts with Japanese automobile companies, to efficiently reaching out to the automobile parts market. The above caps are determined by reference to (i) the value of transactions between the Group and Foshan Aisin under the Foshan Aisin Agreement, (ii) average market prices of the relevant products and services and (iii) anticipated growth in the market demand for such products and services taking into account of the typical life cycle of automobile production and sales. The cumulative transaction amount for the eight months ended 31 August 2009 pursuant to the Foshan Aisin Agreement is approximately RMB1,672,408, which did not exceed 0.1% of the applicable ratios under Chapter 14 of the Listing Rules.

The Directors have confirmed that the terms and conditions under the agreement with Foshan Aisin were negotiated on an arm's length basis between the parties involved. The Directors (including the independent non-executive Directors) consider that the transactions under these agreements are on normal commercial terms and the transactions contemplated thereby are fair and reasonable and in the interest of the Company and its shareholders as a whole.

As a result of the revised annual sales estimates above, the applicable percentage ratios in respect of the transactions pursuant to the Foshan Aisin Agreement, on an annual basis, become more than 0.1% but less than 2.5%, and the transactions under the Foshan Aisin Agreement are therefore subject only to the reporting and announcement requirements under rule 14A.45 to 14A.47 of the Listing Rules but are exempted from the requirement of independent shareholders' approval. Should the actual payments required to be made by Foshan Aisin for these three upcoming years exceed the above annual amounts, the Company will comply with the Listing Rules prior to such annual amounts being exceeded.

Reasons and Benefits for entering into the Foshan Aisin Agreement

The Group believes that by entering into the Foshan Aisin Agreement, it will not only help the Group to secure orders for automobile parts from Foshan Aisin, but also secure additional business opportunities by working in closer cooperation and resource sharing on a global scale with Aisin and its related companies. The Directors have confirmed that the terms and conditions under the Foshan Aisin Agreement were negotiated on an arm's length basis between the parties involved. They consider that the transactions under the Foshan Aisin Agreements are on normal commercial terms and the transactions contemplated thereby are in the interest of the Company and its shareholders taken as a whole.

PRINCIPAL ACTIVITIES OF THE GROUP

The Group is principally engaged in the design, manufacture and sale of body structural parts, decorative parts and trim for passenger cars.

DEFINITIONS

"Aisin (Tianjin)"	愛信（天津）車身部件有限公司, a foreign invested company established on 28 March 2001 under the laws of China, which holds 20% equity interest in Tianjin Shintai
"Board"	the board of Directors
"Company"	Minth Group Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange
"connected person"	has the meaning as defined in the Listing Rules
"Directors"	the directors of the Company

"FALTEC Agreements"	The sale and purchase agreements signed by and between Minth Japan and FALTEC Corporation and Minth International and FALTEC Corporation on 8 July 2008 and 26 January 2009 respectively
"FALTEC Corporation"	FALTEC Co., Ltd., a limited liability company organised and established under the laws of Japan
"FALTEC Group"	FALTEC Corporation and its subsidiaries including Foshan Altia
"Foshan Aisin"	愛信精機（佛山）車身部件有限公司, a foreign invested company established on 2 December 2004 under the laws of China and a 55% subsidiary of Aisin (Tianjin)
"Foshan Aisin Agreement"	The sale and purchase agreement signed by and between Foshan Aisin and Guangzhou Minrui
"Foshan Altia"	佛山阿迪亞汽車用品有限公司, a foreign invested company established on 6 January 2004 under the laws of China and a 70% subsidiary of FALTEC Corporation
"Foshan Altia Agreement"	The sale and purchase agreement signed by and between Jiaxing Xinghe and Foshan Altia
"Group"	the Company and its subsidiaries
"Guangzhou Minrui"	廣州敏瑞汽車零部件有限公司, a foreign invested company established on 15 March 2004 under the laws of China and an indirect wholly-owned subsidiary of the Company
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Jiaxing Minth-Hashimoto"	嘉興敏橋汽車零部件有限公司, a foreign invested company established on 16 October 2006 under the laws of China and a non-wholly owned subsidiary of the Company
"Jiaxing Xinghe"	嘉興興禾汽車零部件有限公司, a foreign invested company established on 23 January 2007 under the laws of China and an indirect wholly owned subsidiary of the Company
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Minth International"	Minth International Limited, a limited liability company established on 5 June 2006 under the laws of Hong Kong and an indirect wholly-owned subsidiary of the Company

"Minth Japan"	Minth Japan Co., Ltd., a limited liability company established on 14 December 2007 under the laws of Japan and an indirect wholly-owned subsidiary of the Company
"PRC"	the People's Republic of Chinathe People's Republic of China
"RMB"	Renminbi, the lawful currency of the PRC
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Tianjin Shintai"	天津信泰汽車零部件有限公司, a foreign invested company established on 21 February 2001 under the laws of China and a non-wholly owned subsidiary of the Company

By order of the Board
Minth Group Limited
Chin Jong Hwa
Chairman

Hong Kong, 23 September 2009

As the date of this announcement, the board of directors comprises Mr. Chin Jong Hwa, Mr. Shi Jian Hui, Mr. Mu Wei Zhong, and Mr. Zhao Feng, being executive Directors, Mr. Mikio Natsume, Mr. Tokio Kurita, and Ms. Yu Zheng being non-executive Directors, Dr. Wang Ching, Mr. Zhang Liren and Mr. Wu Fred Fong, being independent non-executive Directors.