

14. STATUTORY AND GENERAL INFORMATION

14.1 SHARE CAPITAL

1. No ordinary shares will be allotted or sold on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
2. There is no founder, management or deferred shares in the Company. There are currently two classes of shares in APB, namely ordinary shares of RM1.00 each and the 5.5% 2004/2009 Cumulative ICPS of RM1.00 each. The ICPS rank *pari passu* with one another but they rank ahead of the ordinary shares of RM1.00 each. The ordinary shares of RM1.00 each rank *pari passu* with one another.
3. Save as disclosed in Sections 4.2 and 5.2 of this Prospectus, no capital of the APB Group has been issued or has been proposed to be issued as fully or partly paid-up for cash or otherwise within the two (2) years preceding 28 February 2004.
4. Save for the ICPS, neither the Company nor its subsidiary companies have any outstanding convertible debt securities. The conditions governing and the procedures for conversion is disclosed in Section 4.4 of this Prospectus.
5. No person including Directors has been or is entitled to be given or has exercised any option to purchase or subscribe for any share, stock or debenture of the Company or its subsidiary companies.
6. There is at present no scheme for or involving the Directors and employees in the share capital of the Company or its subsidiary companies.
7. Save for the Issue Shares and ICPS as disclosed in Section 4.2 of this Prospectus, there is no present intention on the part of the Directors of the Company to issue any part of the authorised but unissued share capital of the Company.

14.2 ARTICLES OF ASSOCIATION

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

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

14.2.1 Transfer of securities

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

TRANSFER OF SHARES

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| <p>24. The transfer of any securities or class of securities of 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 subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such securities.</p> | Transfer |
| <p>25. The instrument of transfer of any share of the Company shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered into the Register of Members and / or the Record of Depositors, as the case may be, in respect thereof.</p> | Transferor's Right |
| <p>26. Subject to the Rules and Listing Requirements, the transfer of any securities may be suspended at such times and for such periods as the Directors may from time to time determine. Twelve (12) clear market days' notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. At least three (3) market days prior notice shall be given to the Central Depository to prepare the appropriate Record of Depositors.</p> | Suspension of registration |
| <p>27. The Central Depository may refuse to register any transfer of deposited security that does not comply with the Central Depositories Act and the Rules.</p> | Refusal to register transfer |
| <p>28. Subject to the provisions of these Articles, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person.</p> | Renunciation |

TRANSMISSION OF SECURITIES FROM FOREIGN REGISTER

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| <p>35. In the event that:-</p> <p>(a) the securities of the Company are listed on an Approved Market Place; and</p> <p>(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)(No.2) Act, 1998, as the case may be, under the Rules in respect of such securities,</p> <p>the Company shall, upon the request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the Registrar of the Company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as "the Malaysian Register") provided that there shall be no change in ownership of such securities.</p> | Transmission of securities from foreign register |
| <p>36. The Company shall not allow any transmission of securities from the Malaysian Register to the Foreign Register.</p> | |

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

14.2.2 Remuneration of Directors

The provisions in the Articles of Association of the Company dealing with the remuneration of the Directors are as follows:

REMUNERATION OF DIRECTORS

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

Directors' remuneration

(a) fee payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.

(b) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover.

(c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting.

(d) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

94. (1) The Directors shall be paid all their travelling, hotel and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending meetings of the Directors or any committee of the Directors of the Company.

Reimbursement of expenses

(2) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determine by the Board provided that in the case of non-executive Directors of the Company, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an Executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provided for the Directors.

14.2.3 Voting and borrowing powers of Directors

The provisions in the Articles of Association of the Company in respect of the powers of Directors, in particular the voting powers of Directors in proposals, arrangements or contracts in which they are interested and the borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

POWERS AND DUTIES OF DIRECTORS

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| <p>96. The business of the Company shall be managed by Directors who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by these Articles or by the Act required to be exercised by the Company in general meeting, subject nevertheless, to any of these Articles, to the provisions of the Act, and to such resolutions, not being inconsistent with these Articles or the provisions of the Act as may be prescribed by the Company in general meeting but no resolution made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.</p> | <p>Business of Company to be managed by Directors</p> |
| <p>97. The Directors shall not without the prior approval of the Company in general meeting: -</p> <p>(a) exercise any power of the Company to issue shares unless otherwise permitted under the Act;</p> <p>(b) subject to sections 132E and 132F of the Act, enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director, to acquire from or dispose to such a Director or person, any non-cash assets of the requisite value.</p> | <p>Limitation on Directors' powers</p> |
| <p>98. 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 of any unrelated third party.</p> | <p>Directors' borrowing powers</p> |
| <p>99. The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such person as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in general meeting.</p> | <p>Power to maintain pension fund</p> |
| <p>100. The Directors may exercise all the powers of the Company conferred by the Act in relation to any official seal for use outside Malaysia and in relation to branch registers.</p> | <p>Power to use official seal</p> |
| <p>101. The Directors may from time to time by power of attorney under the Seal, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney/attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.</p> | <p>Appointment of attorneys</p> |

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

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| <p>102. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be in such manner as the Directors may from time to time by resolution determine.</p> | <p>Signing of cheques etc.</p> |
| <p>103. A Director shall at all times act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company.</p> | <p>Discharge of duties</p> |
| <p>104. Every Director shall give notice to the Company of such events and matters relating to himself as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Act.</p> | <p>Notice of disclosures</p> |
| <p>105. Subject always to sections 131, 132E, 132F and 132G of the Act, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any such contracts, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.</p> | <p>Director may hold other office</p> |
| <p>106. Unless prohibited by the rules and / or requirements of the Exchange, any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company and provided further that such shall be at normal commercial terms.</p> | <p>Director may act in his professional capacity</p> |

14.2.4 Changes in capital and variations of class rights

The provisions in the Articles of Associations of the Company as to the changes in capital or variation of class rights which are no less stringent than these required by law are as follows:

SHARE CAPITAL AND VARIATION OF RIGHTS

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| <p>3. Without prejudice to any special rights previously conferred on the holders of any existing shares but subject to the Act and to these Articles, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors, subject to any ordinary resolution of the Company, may determine.</p> | <p>Power to issue shares with special rights</p> |
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14. STATUTORY AND GENERAL INFORMATION (Cont'd)

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

Allotment of shares

(a) no shares shall be issued at a discount except in compliance with the provisions of section 59 of the Act;

(b) in the case of shares of a class, other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles and in the resolution creating the same;

(c) every issue of shares or options to employees and/or Directors of the Company shall be approved by the Members in general meeting and no Director shall participate in an issue of shares to employees unless the Members in general meeting have approved of the specific allotment to be made to such Director.

5. (1) The holder of a preference share shall be entitled to a return of capital in preference to holders of ordinary shares when the company is wound up.

Rights of preference shareholders

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

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

Repayment of preference capital

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

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| <p>7. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths 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 two (2) persons at least holding or representing by proxy, one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of section 152 of the Act shall with such adaptations as are necessary, apply.</p> | <p>Modification of class rights</p> |
| <p>8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects <i>pari passu</i> therewith.</p> | <p>Ranking of class rights</p> |
| <p>9. The Company may exercise the powers of paying commission conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, and the rate of the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.</p> | <p>Commission on subscription of shares</p> |
| <p>10. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest on so much share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in section 69 of the Act and may charge the same to capital as part of the cost of the plant construction of the works or buildings or the provision.</p> | <p>Interest on share capital during construction</p> |
| <p>11. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even with notice thereof) any equitable, contingent, future or partial interest in any share or any unit of share or (except only as by these Articles or by law otherwise provided) any other right in respect of any shares, except an absolute right to the entirety thereof in the registered holder.</p> | <p>Trusts not to be recognised</p> |

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

ISSUE OF SECURITIES

12. A company must ensure that all new issues of securities for which listing is sought are made by way of crediting the Securities Accounts of the allottees with such securities save and except where it is specifically exempted from compliance with section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with this provision. For this purpose, the Company must notify the Central Depository of the names of the allottees and all such particulars required by the Central Depository, to enable the Central Depository to make the appropriate entries in the Securities Accounts of such allottees. Every certificate shall be issued under the Share Seal and bear the signatures or the authographical signatures reproduced by mechanical, electronic and/or by any other means of one (1) Director and the Secretary or a second Director or such other person as may be authorised by the Directors, and shall specify the shares to which it relates, and the amount paid up thereon.

Issue of Securities

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14. STATUTORY AND GENERAL INFORMATION (Cont'd)**14.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

- The names, addresses and occupations of the Directors of the Company are set out in the Corporate Information Section of this Prospectus.
- A Director is not required to hold any qualification share in the Company or its subsidiary companies unless otherwise so decided by the Company in general meeting.
- Save as disclosed in Section 7.2.4 of this Prospectus, no amount or benefit has been paid or given or intended to be paid or given by the Company to any promoter within the two (2) years preceding 28 February 2004.
- Save as disclosed in Section 9.1 and 9.2 of this Prospectus, there are no contracts or arrangements subsisting as at 28 February 2004 in which a Director or substantial shareholder of the Company is materially interested and which is significant in relation to the business of the Group taken as a whole.
- The direct and indirect interests of the Directors of APB before and after the Issues (before full conversion of ICPS) are as follows:

Name of Directors	Before the Issues ¹				After the Issues			
	Direct		Indirect		Direct		Indirect	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
Yap Kow @ Yap Kim Fah	8,241,382	10.92	29,372,256 ⁽²⁾	38.92	8,241,382	8.54	29,372,256 ⁽²⁾	30.45
Lim Lye Hock	1,546,566	2.05	-	-	1,546,566	1.60	-	-
Cheong Boon Yu	624,144	0.83	-	-	624,144	0.65	-	-
Tan Teng Khuan	501,993	0.67	-	-	501,993	0.52	-	-
Johari Low bin Abdullah @ Low Han Hing	970,521	1.29	-	-	970,521	1.01	-	-
Yap Kau @ Yap Yeow Ho	-	-	3,452,256 ⁽³⁾	4.57	-	-	3,452,256 ⁽³⁾	3.58
Muhayuddin bin Musa	1	*	-	-	-	-	-	-

Notes:

- Based on the Register of Directors' Shareholdings as at 28 February 2004*
- Deemed interested by virtue of his substantial shareholdings in TTS Resources and Ikram Pintas*
- Deemed interested by virtue of his substantial shareholding in TTS Resources*
- Negligible*

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

6. The direct and indirect interests of the substantial shareholders of APB before and after the Issues (before full conversion of ICPS) are as follows:

Name of substantial shareholder	Before the Issues ¹				After the Issues			
	Direct		Indirect		Direct		Indirect	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
Ikram Pintas	25,920,000	34.34	-	-	25,920,000	26.87	-	-
Yap Kow @ Yap Kim Fah	8,241,382	10.92	29,372,256 ⁽²⁾	38.92	8,241,382	8.54	29,372,256 ⁽²⁾	30.45
Danau Restu	449	*	25,920,000 ⁽³⁾	34.34	449	*	25,920,000 ⁽³⁾	26.87
Lim Hong Liang	3,176,434	4.21	26,335,960 ⁽⁴⁾	34.90	3,176,434	3.29	26,335,960 ⁽⁴⁾	27.30
Rosley bin Abdul Rahman	-	-	25,920,449 ⁽⁵⁾	34.34	-	-	25,920,449 ⁽⁵⁾	26.87
Rosnah binti Abdul Rahman	-	-	25,920,449 ⁽⁵⁾	34.34	-	-	25,920,449 ⁽⁵⁾	26.87

Notes:

- (1) Based on the Register of Substantial Shareholders of APB as at 28 February 2004
(2) Deemed interested by virtue of his substantial shareholdings in TTS Resources and Ikram Pintas
(3) Deemed interested by virtue of its substantial shareholding in Ikram Pintas
(4) Deemed interested by virtue of his substantial shareholdings in Rare Prestige and Ikram Pintas
(5) Deemed interested by virtue of his/her substantial shareholding in Danau Restu and Ikram Pintas
* Negligible

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14. STATUTORY AND GENERAL INFORMATION (*Cont'd*)

14.4 GENERAL

1. The nature of the APB Group's business is set out in Section 5.3 of this Prospectus. The names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act is disclosed in Section 5.5 of this Prospectus.
2. The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 15 of this Prospectus.
3. The time of the opening and closing of the Application Lists is set out in Section 15 of this Prospectus.
4. The amount payable in full on application of the Issues is RM1.00 per share.
5. Save as disclosed in Sections 14.3(5) and 14.3(6) of this Prospectus, so far as known to the Company, there does not exist any persons who are able to, directly or indirectly, jointly or severally, exercise control over the Company and its subsidiary companies.
6. The name and address of the Auditors and Reporting Accountant of the Company are set out in the Corporate Information Section of this Prospectus.

14.5 MATERIAL CONTRACTS

Save as disclosed below, 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 or its subsidiary companies within the two (2) years immediately preceding 28 February 2004.

APB

- (i) Transfer of Listing Status Agreement dated 15 January 2002 between NCK, APB, EJ, the shareholders of AMC, Benmarl and Prescan and/or their nominee to transfer the listing status of NCK on the Main Board of the MSEP to APB.
- (ii) Supplementary Transfer of Listing Status Agreement dated 6 June 2002 between NCK, APB, EJ, the shareholders of AMC, Benmarl and Prescan and/or their nominee to vary certain terms and conditions of the Transfer of Listing Status Agreement dated 15 January 2002.
- (iii) Second Supplementary Transfer of Listing Status Agreement dated 26 June 2002 between NCK, APB, EJ, the shareholders of AMC, Benmarl and Prescan and/or their nominee to further vary certain terms and conditions of the Transfer of Listing Status Agreement dated 15 January 2002.
- (iv) Sale and Purchase Agreement for Shares dated 6 June 2002 between APB and Yap Kow @ Yap Kim Fah, Chi Hoo @ Chu Chi Hoo, Loh Siew Hooi, Danau Restu Sdn Bhd, Rare Prestige Sdn Bhd, TTS Resources Sdn Bhd, Lim Hong Liang, Aspirasi Jitu Sdn Bhd, Cheong Boon Yu, Gan Chin Boon, Jaafar bin Padil, Lim Lye Hock, Johari Low Abdullah @ Low Han Hing, Loo Pak Soon, Tan Teng Khuan for the acquisition of 45,638,085 EJ Shares at a purchase consideration of RM76,837,000 to be satisfied via the issuance and allotment of 51,837,000 new APB Shares and 25,000,000 5.5% ICPS.
- (v) Supplemental Sale and Purchase Agreement dated 26 June 2002 where the vendors of EJ and APB have agreed to vary the terms and conditions in the Sale and Purchase Agreement dated 6 June 2002 for the Proposed Acquisition of EJ in light of the revision to the proposed restructuring scheme of NCK as stated in the Second Supplemental Transfer of Listing Status Agreement dated 26 June 2002 upon the terms and subject to the conditions therein contained.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (vi) Sale and Purchase Agreement dated 3 November 2003 between Projass Engineering Sdn Bhd ("Projass") and APB whereby Projass agreed to sell and APB agreed to purchase 4,900 ordinary shares of RM1.00 only representing 49% of the issued and paid up share capital of Konsep Reality Sdn Bhd ("KRSB") and 4,300,000 (12%) 2003/2013 Redeemable Convertible Preference Shares issued by KRSB which are held by Projass for the consideration of 4,300,000 new ordinary shares of RM1.00 each in APB and cash consideration of RM4,900.00.
- (vii) Sale and Purchase Agreement dated 3 November 2003 between Musteq Energy Services Sdn Bhd ("the Vendor"), Musteq Engineering Sdn Bhd ("MESB") and APB whereby the Vendor agreed to sell and APB agreed to purchase 4,900 ordinary shares of RM1.00 only representing 49% of the issued and paid up share capital of EPIC Constant Sdn Bhd ("EPIC") and 4,300,000 redeemable convertible preference shares issued by EPIC which are held by the Vendor for the consideration of 4,300,000 new ordinary shares of RM1.00 each in APB and cash consideration of RM4,900.00.
- (viii) Supplemental Sale and Purchase Agreement dated 1 December 2003 between Projass Engineering Sdn Bhd and APB to vary certain terms and conditions of the Sale and Purchase Agreement dated 3 November 2003.
- (ix) Supplemental Sale and Purchase Agreement dated 1 December 2003 between Musteq Energy Services Sdn Bhd, Musteq Engineering Sdn Bhd and APB to vary certain terms and conditions of the Sale and Purchase Agreement dated 3 November 2003.
- (x) Second Supplemental Sale and Purchase Agreement dated 15 December 2003 where the vendors of EJ and APB have agreed to vary the terms and conditions in the Sale and Purchase Agreement dated 6 June 2002 and the Supplemental Sale and Purchase Agreement dated 26 June 2002 for the Proposed Acquisition of EJ in light of the revision to the proposed restructuring scheme of NCK as stated in the Third Supplemental Transfer of Listing Status Agreement dated 15 December 2003 upon the terms and subject to the conditions therein contained.
- (xi) Third Supplementary Transfer of Listing Status Agreement dated 15 December 2003 between APB, EJ, the shareholders of AMC, Benmarl, Prescan and/or their nominee to transfer the listing status of NCK on the Main Board of the MSEL.
- (xii) Underwriting Agreement dated 25 March 2004 between APB and OSK, for the underwriting of 2,000,000 Public Issue Shares and 2,802,000 Restricted Issue Shares respectively. In respect of both the Public Issue Shares and the Restricted Issue Shares, underwriting commission of 2.0% of the issue price of RM1.00 per Share is payable by APB to the Underwriter.

EJ

- (i) On 15 January 2002, NCK entered into a Transfer of Listing Status Agreement with APB, EJ, the shareholders of AMC, Benmarl and Prescan and/or their nominee to transfer the listing status of NCK on the Main Board of the MSEL to APB.
- (ii) Supplementary Transfer of Listing Status Agreement dated 6 June 2002 between NCK, APB, EJ, the shareholders of AMC, Benmarl and Prescan and/or their nominee to vary certain terms and conditions of the Transfer of Listing Status Agreement dated 15 January 2002.
- (iii) Second Supplementary Transfer of Listing Status Agreement dated 26 June 2002 between NCK, APB, EJ, the shareholders of AMC, Benmarl and Prescan and/or their nominee to further vary certain terms and conditions of the Transfer of Listing Status Agreement dated 15 January 2002.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (iv) Sale and Purchase Agreement dated 6 June 2002 between EJ and the vendors of AMC, Benmarl and Prescan for the acquisition of the entire issued and paid up capital of AMC (3,000,000 ordinary shares of RM1.00 each), Benmarl (400,004 ordinary shares of RM1.00 each) and Prescan (1,600,000 ordinary shares of RM1.00 each) for a purchase consideration of RM40,938,085 to be satisfied via the issuance and allotment of 40,938,085 EJ Shares.
- (v) Third Supplementary Transfer of Listing Status Agreement dated 15 December 2003 between APB, EJ, the shareholders of AMC, Benmarl, Prescan, and/or their nominee to transfer the listing status of NCK on the Main Board of the MSEB to APB.

AMC

- (i) By a letter of award dated 11 July 1998, Kemira-Kuok Fertilizer Sdn Bhd ("KKF") awarded to AMC the contract for structural steel works on a project known as "Cadangan Kilang Baja di atas sebahagian Lot No. 55709, West Port, Pelabuhan Klang" and a dispute has arisen whereupon AMC and KKF made claims against each other in an arbitration before Mr Khoo Choong Keow. Both parties agreed to settle the dispute amicably and by a settlement agreement dated 22 May 2002, KKF has paid, without admission of any liability whatsoever, to AMC a sum of RM450,000.00 cash towards full settlement of all claims, actions or proceedings whatsoever and howsoever arising by either party against the other in respect of all matters in connection with or arising from the abovementioned arbitration or in connection with or arising from the contractual or other obligations in respect of the said contract. As a result of the settlement agreement, each party has been discharged and released by the other of and from all claims actions demands expenses damages and suits of whatsoever nature against one and another.
- (ii) Pursuant to a Tenancy Agreement dated 5 June 2002, Peng Fah Engineering Sdn Bhd (Landlord) agreed to rent to AMC, a factory and office known as No.46, Jalan Batu Tiga-TUDM, Subang New Village, 40150 Shah Alam, Selangor erected on the piece of land held under HS(M) 1729, PT No. 539, Mukim Sungai Buloh, Daerah Petaling, Selangor Darul Ehsan (Land), at a monthly rental of RM1,000.00 only for a term of two (2) years, renewable upon expiration for a further two (2) years, with an option to purchase the said Land free from encumbrances, at a purchase price of RM2,500,000.00, upon conversion of the said Land from the category "agriculture" to the category "industry".

AMC may determine the tenancy prior to the expiry of the tenancy by giving six (6) months written notice in advance or six (6) months rent in lieu of notice. Notwithstanding this, the Landlord shall not be entitled to determine the tenancy granted prior to the expiry of the tenancy.

- (iii) Sale of Shares Agreement dated 20 December 2002 between AMC and Pentas Ekuiti Sdn Bhd ("Pentas Ekuiti") whereby AMC agreed to sell and Pentas Ekuiti agreed to purchase 750,000 Issued Shares representing 30% of the fully paid up share capital of Amalgamated Metal Builders Sdn Bhd for the cash consideration of RM1,900,000.00.

Benmarl

There are no other material contracts (not being contracts entered into in the ordinary course of business) entered into by Benmarl during the two (2) years preceding the date of this Prospectus.

Prescan

There are no other material contracts (not being contracts entered into in the ordinary course of business) entered into by Prescan during the two (2) years preceding the date of this Prospectus.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

14.6 MATERIAL LITIGATION

Save as disclosed below, neither the Company nor its subsidiary companies are engaged in any litigation or arbitration, either as plaintiff or defendant, which has a material effect on the business/financial position of the Company or its subsidiary companies and that the Directors are not aware of any proceedings, pending or threatened, or of any fact likely to give rise to any proceedings which might materially or adversely affect the financial position or business of the Company or its subsidiary companies:

APB

- (i) On 1 October 2003, Megat Abdul Munir Bin Megat Abdullah Rafaie ("the Plaintiff") filed a Writ of Summons against APB ("First Defendant") and Alliance Merchant Bank Berhad ("the Second Defendant") for specific performance of the allocation of 1,000,000 shares in the First Defendant by the Ministry of International Trade and Industries by their letter dated 25 August 2003 to the Plaintiff and confirmed by the Second Defendant by their letter dated 27 August 2003 to the Plaintiff ("the Shares Agreement"). The Shares Agreement was later revoked by the Second Defendant. The First Defendant is being sued as the principal of the Second Defendant. The Plaintiff is claiming for specific performance of the Shares Agreement or alternatively for damages. The Plaintiff has also applied for an injunction to restrain both Defendants from terminating or reducing the quantum of the Shares Agreement and from proceeding or implementing by revising the restructuring scheme of NCK until the disposal of the suit. Both Defendants have applied to set aside the Writ of Summons and strike out the Statement of Claim of the suit ("the Striking Out Application"). The next hearing of the Striking Out Application has been adjourned to 25 March 2004. The hearing of the Plaintiff's injunction application has been adjourned to 29 April 2004 pending the disposal of the Striking Out Application. The solicitors of APB are of the view that both Defendants have a reasonable chance of success of opposing the injunction application and of defending the suit at trial.
- (ii) On 4 November 2003, Abu Kassim Bin Haji Alias ("the Plaintiff") filed a Writ of Summons against APB ("First Defendant") and Alliance Merchant Bank Berhad ("the Second Defendant") for specific performance of the allocation of 1,000,000 shares in the First Defendant by the Ministry of International Trade and Industries by their letter dated 25 August 2003 to the Plaintiff and confirmed by the Second Defendant by their letter dated 27 August 2003 to the Plaintiff ("the Shares Agreement"). The Shares Agreement was later revoked by the Second Defendant. The First Defendant is being sued as the principal of the Second Defendant. The Plaintiff is claiming for inter alia, specific performance of the Shares Agreement or alternatively for damages. The Plaintiff has also applied for an injunction to restrain both Defendants from terminating or reducing the quantum of the Shares Agreement and from proceeding or implementing by revising the restructuring scheme of NCK until the disposal of the suit. The hearing of the Plaintiff's injunction application has been adjourned to 20 April 2004 to allow the parties to exchange affidavits. The solicitors of APB are of the view that both Defendants have a reasonable chance of success of opposing the injunction application and of defending the suit at trial.
- (iii) On 10 November 2003, Hajar Roslin Binti Mohamed ("the Plaintiff") filed a Writ of Summons against APB ("First Defendant") and Alliance Merchant Bank Berhad ("the Second Defendant") for specific performance of the allocation of 1,000,000 shares in the First Defendant by the Ministry of International Trade and Industries by their letter dated 25 August 2003 to the Plaintiff and confirmed by the Second Defendant by their letter dated 27 August 2003 to the Plaintiff ("the Shares Agreement"). The Shares Agreement was later revoked by the Second Defendant. The First Defendant is being sued as the principal of the Second Defendant. The Plaintiff is claiming for inter alia, specific performance of the Shares Agreement or alternatively for damages. [The Plaintiff has also applied for an injunction to restrain both Defendants from terminating or reducing the quantum of the Shares Agreement and from proceeding or implementing by revising the restructuring scheme of NCK until the disposal of the suit. The hearing of the Plaintiff's injunction application has been fixed on 20

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

April 2004. The solicitors of APB are of the view that both Defendants have a reasonable chance of success of opposing the injunction application and of defending the suit at trial.

- (iv) On 2 December 2003, Shaliza Binti Sabtu ("the Plaintiff") filed a Writ of Summons against APB ("First Defendant") and Alliance Merchant Bank Berhad ("the Second Defendant") for specific performance of the allocation of 1,000,000 shares in the First Defendant by the Ministry of International Trade and Industries by their letter dated 25 August 2003 to the Plaintiff and confirmed by the Second Defendant by their letter dated 27 August 2003 to the Plaintiff ("the Shares Agreement"). The Shares Agreement was later revoked by the Second Defendant. The First Defendant is being sued as the principal of the Second Defendant. The Plaintiff is claiming for inter alia, specific performance of the Shares Agreement or alternatively for damages. The Plaintiff has also applied for an injunction to restrain both Defendants from terminating or reducing the quantum of the Shares Agreement and from proceeding or implementing by revising the restructuring scheme of NCK until the disposal of the suit. The hearing of the Plaintiff's injunction application has been fixed on 20 May 2004. The solicitors of APB are of the view that both Defendants have a reasonable chance of success of opposing the injunction application and of defending the suit at trial.

EJ

EJ is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant and the Directors of EJ have no knowledge of any proceedings pending or threatened against EJ or of any fact likely to give rise to any proceeding which might affect the position or business of EJ.

AMC

Saved as disclosed below, AMC is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant and that the Directors of AMC have no knowledge of any proceedings pending or threatened against AMC or of any fact likely to give rise to any proceeding which might affect the position or business of AMC:

- (i) On 24 May 2002, AMC was sued by Loh Tuck Loong, for a sum of RM851,450.00 as medical compensation for an accident that occurred at the workplace. The case has been fixed for hearing on 20 September 2004. AMC's solicitors are of the opinion that Loh Tuck Loong does not have a good case against AMC as Loh Tuck Loong was never an employee of AMC and therefore no legal nexus exists between Loh Tuck Loong and AMC.
- (ii) By a Put and Call Option Agreement dated 10 October 2000 made between AMC and Tan Sri Lim Geok Chan ("Tan Sri Lim"), where at the request of Tan Sri Lim, AMC has subscribed for 2,000,000 ordinary shares in Nusantara Steel Group Sdn Bhd and Tan Sri Lim agreed to grant a put option in favour of AMC to purchase all of the said shares within twelve (12) months after the lapse of twelve (12) months from the date of the subscription of the shares agreement for a sum of RM2,000,000. Tan Sri Lim has failed to honour the said Put and Call Option Agreement. AMC has instructed its solicitors to initiate legal action against Tan Sri Lim to recover the said RM2,000,000 and has obtained a judgment in default of appearance against Tan Sri Lim on 16 September 2003. AMC's solicitors are of the opinion that AMC is able to enforce its rights under the said Put and Call Option Agreement and recover the said RM2,000,000.00 from Tan Sri Lim.
- (iii) On 3 April 2000, Solvent Works (M) Sdn Bhd has on 3 April 2000 filed a summon against AMC claiming for a sum of RM49,790.00 for work done in respect of the fabrication and installation of structural steel works for SRT III cracking heaters at Kerteh, Terengganu. AMC has also filed a counter claim against Solvent Works (M) Sdn Bhd for a sum of RM825,699.55 being the loss suffered by AMC due to the delay caused by Solvent Works (M) Sdn Bhd in completing the aforesaid project. The case is fixed for hearing on 4 January 2005. AMC's solicitors are of the view that AMC has a fairly good chance of setting off Solvent Works (M) Sdn Bhd's claim by its' counter claim.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

Benmarl

Save as disclosed below, Benmarl is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant and that the Directors of Benmarl have no knowledge of any proceedings pending or threatened against Benmarl or of any fact likely to give rise to any proceeding which might affect the position or business of Benmarl:

On 30 April 1999, Benmarl was sued by Cheang Pow Lin ("CPL"), a former manager of Benmarl for the sum of RM389,777.00, purportedly being sums due to him as commission/remuneration. Benmarl denies the debt and has counter-claimed for RM83,948.40 being over-payments made to him. CPL's application for summary judgment was dismissed with cost. On 28 October 2003, the Court granted CPL's application to amend his Statement of Claim. . The matter is fixed for further case management on 1 April 2004. Benmarl's solicitors are of the view that CPL will not succeed in his claim against Benmarl.

Prescan

Prescan is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant and the Directors of Prescan have no knowledge of any proceedings pending or threatened against Prescan or of any fact likely to give rise to any proceeding which might affect the position or business of Prescan.

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14. STATUTORY AND GENERAL INFORMATION (Cont'd)

14.7 MATERIAL AGREEMENTS

Save as disclosed below, there are no material agreements subsisting as at 28 February 2004 (including but not limited to shareholders' agreements underlying the basis of the corporation/group's business, supplier agreements, customer agreements, insurance policies and directors' service agreements) which have been entered into by the Company and its subsidiaries in the ordinary course of business:

- (i) Purchase Order dated 1 November 2000 from Richcall Engineering Sdn Bhd and AMC for Manjung 3x700 MW Power Plant where AMC's scope of work includes the supply of skilled labour, supervision, tools, equipment, consumables and other facilities for the steel structure erection for Manjung 7x700 MW Coal Fired Boiler Project, Lumut, Manjung, Perak. The provisional contract price is RM3,822,526.35. AMC will provide the following:
- (a) Competent project manager, supervisor, skilled fitter, qualified welder, rigger, safety officer, QC inspector, erector, roofer, scaffolder and general worker.
 - (b) Lodging and transportation for workers.
 - (c) EPF, SOCSO and taxes.
 - (d) Medical and other fringe benefits for the workers.
 - (e) All equipment, office, store, handtools and consumables.

Payment shall be made by means of monthly progressive claims and sixty (60) days after invoice verification. Richcall Sdn Bhd has confirmed via their letter dated 18 June 2003 that the completion date has been deferred until further notice due to unresolved matters with Equator Engineering Sdn Bhd.

- (ii) Purchase Order dated 8 September 2001 between Richcall Engineering Sdn Bhd and AMC for a provisional contract price of RM1,993,450.00 where AMC's scope of work includes the supply of skilled labour, supervision, tools, equipment, consumables and other facilities for the construction, assembly and erection of Balal PLQ-P Jacket Project to be completed in February 2002. AMC will provide the following:
- (a) Competent project manager, supervisor, foreman, skilled fitter, qualified welder, marker, rigger, safety officer, QC coordinator, material handler, helper and etc.
 - (b) Lodging and transportation for workers.
 - (c) EPF, SOCSO and taxes.
 - (d) Medical and other fringe benefits for the workers.
 - (e) Performance bond.
 - (f) Engineering procedures and method statement.

Payment shall be made by means of monthly progressive claims and forty-five (45) days after invoice verification. Richcall Sdn Bhd has confirmed via their letter dated 18 June 2003 that the completion date has been deferred until further notice due to unresolved matters with Sime Semcorp Engineering Sdn Bhd.

- (iii) Purchase Order dated 8 September 2001 from Richcall Engineering Sdn Bhd and AMC for Helang Topsides project where AMC's scope of work includes the supply of skilled labour, supervision, tools, equipment, consumables and other facilities for the construction, assembly and erection of Helang Topsides Project to be completed in November 2002. The provisional contract price is RM4,150,550.00. AMC will provide the following:

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (a) Competent project manager, supervisor, foreman, skilled fitter, qualified welder, marker, rigger, safety officer, QC coordinator, material handler, helper etc.
- (b) Lodging and transportation for workers.
- (c) EPF, SOCSO and taxes.
- (d) Medical and other fringe benefits for the workers.
- (e) Performance Bond; and
- (f) Engineering procedures and method statement.

Payment shall be made by means of monthly progressive claims and thirty (30) days after invoice verification. Richcall Sdn Bhd has confirmed via their letter dated 18 June 2003 that the completion date has been deferred until further notice due to unresolved matters with Malaysia Shipyard And Engineering Sdn Bhd.

- (iv) Purchase Order dated 30 April 2002 between Richcall Engineering Sdn Bhd and AMC for a provisional contract price of RM501,690.00 where AMC's scope of work includes the fabrication and installation of load out support structure and the modification of existing load out support structure for the Balal PLQ-P Jacket Project. Payment shall be made by means of monthly progressive claims and Forty-five (45) days after invoice verification. Richcall Sdn Bhd has confirmed via their letter dated 18 June 2003 that the completion date has been deferred until further notice due to unresolved matters with Sime Sembcorp Engineering Sdn Bhd.
- (v) Letter of Intent dated 1 August 2003 between Pall (Malaysia) Sdn Bhd and AMC for equipment known as Coalescers for the contract sum of RM475,000.00 to be delivered by 8 January 2004. The payment terms are as follows:-
 - a. 10% of the total order amount upon receipt of purchase acknowledgement without any reservation and the first issue drawings/ documents, and a performance bond of 10% of the order amount valid up to the end of the contractual guarantee period;
 - b. 30% of the total order amount after receipt of the main materials at Supplier's shop;
 - c. 55% of the total order amount after delivery FOB Kuantan/ Port Klang and FOB New York, USA; and
 - d. 5% of the total order amount after submission of approved final vendor date book.

The equipment has reached the Malaysian port and is waiting for the port clearance before AMC is able to issue the invoice for delivery.
- (vi) Purchase Order dated 29 August 2003 between Mitsubishi Heavy Industries, Ltd and AMC for the supply of pressure vessels, shell and tub heat exchanger for the contract price of RM1,645,000 to be delivered by 15 April 2004. The payment terms are as follows:-
 - a. 10% advance payment within 30 days after the buyer's receipt of the seller's invoice and refund bond issued by a bank unconditionally payable to the Buyer by its first demand with a value and currency equivalent to the advance payment.
 - b. 90% after delivery within 30 days after the Buyer's receipt of the Seller's invoice, performance bond and shipping documents; and
 - c. 100% of changes within 30 days after the Buyer's receipt of the Seller's invoice, shipping documents and/or a completion certificate issued by the Buyer.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (vii) Purchase Order dated 28 August 2003 between Pall Filtration Pte Ltd and AMC for the supply of equipment such as tube sheets, tie-rods, stand-off pipes with adapters and demister pads and work done consisting of stress calculation and detail engineering drawings for the purchase price of SGD920,000.00 to be delivered by 1 January 2004. Pall Filtration Pte.Ltd. has verbally confirmed that the delivery date is deferred to the end of March 2004. The payment terms are as follows:-
- a. 20% upon arrival of drawings and calculations;
 - b. 40% upon major materials arrival at shop;
 - c. 30% upon completion of fabrication work and ready for delivery; and
 - d. 10% upon submission of all documentation.
- (viii) Letter of Award dated 30 April 2003 between LFE Engineering Sdn Bhd and Benmarl for the supply, delivery to site, installation, testing and commissioning for the air-conditioning and ventilation system for i) Saujana Impian Toll Plaza ii) Reko West Toll Plaza 1 iii) Reko West Toll Plaza 2 iv) Reko East Toll Plaza and v) Sungai Long Toll Plaza for the total amount of RM713,329.00 to be completed in different phases with the ultimate completion date on 25 March 2004.
- (ix) Purchase Order dated 18 September 2003 between Air Products PLC and AMC for the supply of DCAC Vessel Train 1 & 2 for the sum of RM2,648,099.00 to be delivered by 6 August 2004. The payment terms are as follows:
- a. 20% of contract price, upon receipt of the General Arrangement drawing;
 - b. 40% of contract price, upon receipt of main fabrication components;
 - c. 40% of contract price, upon completion of the contract and receipt of all final contractual documentation.
- (x) Purchase Order dated 9 October 2003 between JJ-Lurgi Engineering Sdn Bhd and AMC for the supply of a JJELM Splitting Column and a JJELM Reactor for the sum of RM2,580,000.00 to be delivered by 1 June 2004.
- (xi) Purchase Order dated 30 October 2003 between Sulzer Chemtech Pte Ltd and AMC for the supply of a column, a falling film evaporator, a head condenser and a rising film evaporator for the sum of SGD318,000.00 to be delivered by 24 March 2004. The payment terms are as follows:-
- a. 20% of contract price, upon placement of order;
 - b. 40% of contract price, upon receiving major materials at shop;
 - c. 30% of contract price, upon presentation of packing list and delivery documents.
- (xii) Purchase Order dated 4 November 2003 between JJ-Lurgi Engineering Sdn Bhd and AMC for the supply of a JJELM Drier, JJELM Condensation Column, JJELM Post Distillation Still, JJELM Preheater and a JJELM Reboiler for the sum of RM1,650,000.00 to be delivered by 1 June 2004. The payment terms are as follows:-
- a. 20% of contract price, upon order confirmation;
 - b. 20% of contract price, upon inspection and acceptance of major materials at shop;

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- c. 50% of contract price, upon delivery and submission of all technical documentations;
 - d. 10% of contract price, 12 months from successful commissioning date or 24 month from delivery date, whichever the earlier.
- (xiii) Purchase Order dated 10 November 2003 between JJ-Lurgi Engineering Sdn Bhd and AMC for the supply of JJELM Preconcentrators, JJELM Evaporators, JJELM Heater, JJELM Precut Column, JJELM Distillation Column, JJELM Steam Generators, JJELM Residue Still, JJELM Heat Exchanger for the sum of RM3,982,000.00 to be delivered by 1 June 2004. The payment terms are as follows:-
- a. 20% of contract price, upon order confirmation;
 - b. 20% of contract price, upon inspection and acceptance of major materials at shop;
 - c. 50% of contract price, upon delivery and submission of all technical documentations;
 - d. 10% of contract price, 12 months from successful commissioning date or 24 month from delivery date, whichever the earlier.
- (xiv) Purchase Order dated 31 October 2003 between Mitsubishi Heavy Industries Ltd. ("MHI") and AMC for the supply of platforms and ladders for Category 1 for the Tower and for Category 2 for Flare Stack to be delivered in different phases with the ultimate completion date of 25 August 2004 for the sum of RM402,700.00. The payment terms are as follows:-
- a. 10% advance payment within 30 days after MHI's receipt of AMC's invoice and refund bond;
 - b. 90% after delivery within 30 days after MHI's receipt of AMC's invoice, performance bond and shipping documents;
- (xv) Purchase Order dated 26 November 2003 between Mitsubishi Heavy Industries Ltd. ("MHI") and AMC for the supply of CO2 chiller scrubber, water chiller and CO2 suction separator for the sum of RM849,200 to be delivered by 15 March 2004. 100% of the contract price shall be paid within 30 days after MHI's receipt of the Seller's invoice, performance bond and shipping documents.
- (xvi) Purchase Order dated 24 November 2003 between Power-cam Engineering Pte. Ltd. and AMC for the supply of an autoclave and hydrogen high pressure tank for the sum of USD230,700.00 to be delivered by 23 May 2004.
- (xvii) Purchase Order dated 24 December 2003 between Technip Oceania Pty Ltd and AMC for the supply of a first and second stage separator for the sum of USD1,009,000.00 to be delivered by 6 June 2004.
- (xviii) Purchase Order dated 23 December 2003 between Technip Oceania Pty Ltd and AMC for the supply of a Electrostatic Coalescer for the sum of USD377,000.00 to be delivered by 6 June 2004.
- (xix) Purchase Order dated 24 December 2003 between Samsung Engineering Co Ltd and AMC for the supply of shell & tube heat exchanger, high pressure vessel and drum for USD653,000.00 to be delivered by 30 September 2004. The payment terms are as follows:-
- a. 10% of contract price, upon down payment of bank guarantee;
 - b. 20% of contract price, upon receiving major materials at shop;
 - c. 65% of contract price, upon warranty bond after delivery;

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- d. 5% of contract price, upon receiving final documents.
- (xx) Purchase Order dated 15 January 2004 between Nooter Eriksen and AMC for the supply of HPEVAP/IPSH#2, HPECON#2/IP-LPSH/EVAP and Preheater for the sum of USD826,816.00 to be delivered by 15 July 2004.
- (xxi) Purchase Order dated 20 January 2004 between Alstom Power Asia Pacific Sdn Bhd and AMC for the supply of Draft Tubes for the sum of RM1,530,000.00 to be delivered by 30 November 2004.
- (xxii) Purchase Order dated 3 February 2004 between JJ-Lurgi Engineering Sdn Bhd and AMC for the supply of a Splitting Column and Reactor for the sum of RM2,680,000.00 to be delivered by 20 October 2004. The payment terms are as follows:-
 - a. 20% of contract price, upon order confirmation;
 - b. 20% of contract price, upon inspection and acceptance of major materials at shop;
 - c. 50% of contract price, upon delivery and submission of all technical documentations;
 - d. 10% of contract price, 12 months from successful commissioning date or 24 month from delivery date, whichever the earlier.
- (xxiii) Purchase Order dated 16 February 2004 between Sulzer Chemtech Pte Ltd and AMC for the supply of Falling Film Reboilers for the sum of SGD1,681,000.00 to be delivered by 13 August 2004.
- (xxiv) Purchase Order dated 16 February 2004 between Miyaji Iron Works Co Ltd and AMC for the supply of Flare Stack to be delivered by 31 July 2004 and Template and Anchor Bolts to be delivered by 15 April 2004 for the sum of USD200,000.00. The payment terms are as follows:
 - a. 50% of contract price, upon delivery of main materials at shop;
 - b. 45% of contract price, upon delivery of documents;
 - c. 5% of contract price, upon delivery of Invoice, Transmittal For Final Vendor Print and Bank Guarantee;
- (xxv) Purchase Order dated 20 February 2004 between Sulzer Chemtech Pte Ltd and AMC for the supply of Column Shell, Condenser and Reboiler for the sum of SGD165,000.00 to be delivered by 15 May 2004. The payment terms are as follows:
 - a. 20% of contract price, upon downpayment;
 - b. 80% of contract price, upon delivery of equipment;
- (xxvi) Purchase Order dated 2 December 2003 between AMC and Mitsui & Co. Ltd. for the supply of various Seamless Tubes for a contract price of USD139,662.48 to be delivered by April 2004;
- (xxvii) Purchase Order dated 15 December 2003 between AMC and Arcelor Stainless International for the supply of various American standard S/S Plates for a total contract price of USD261,060.00 to be delivered by 20 April 2004.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (xxviii) Purchase Order dated 19 December 2003 between AMC and Kvaerner Process Systems Asia Pacific for the supply of various internal process and design/demister/wire mesh for a contract price of RM1,772,332.80 to be delivered before the expiry of 22 weeks from 25 May 2004. Payment shall be made within 45 days from the date of receipt of the goods by AMC.
- (xxix) Purchase Order dated 24 December 2003 between AMC and Industeel Belgium, Arcelor Group for the supply of various steel plates for a contract price of USD286,681.43 to be delivered by 12 April 2004.
- (xxx) Purchase Order dated 20 January 2004 between AMC and Voestalpine Grobblech GmbH & Co. KG for the supply of various clad plate for a contract price of USD279,900.00 to be delivered by 12 July 2004.
- (xxxi) Purchase Order dated 6 March 2004 between AMC and Zhejiang Tianbao Industrial Co. Ltd. for the supply of various Seamless Stainless Steel Tubes for a contract price of USD315,352.17 to be delivered by 11 June 2004.
- (xxxii) Purchase Order dated 9 March 2004 between AMC and NKK Trading Inc. for the supply of 44 pieces of hot rolled carbon steel plates for a contract price of USD151,992.00. The cargo of the said goods will be ready for delivery in Japan in June or July 2004 and the shipment will be done by first available vessel.
- (xxxiii) Purchase Order dated 15 March 2004 between AMC and Industeel Belgium, Arcelor Group for the supply of 22 pieces of hot rolled carbon steel plates for a contract price of USD116,720.83. The cargo of the said goods will be ready for delivery in Belgium by 2 June 2004.
- (xxxiv) Purchase order dated 15 March 2004 between AMC and Taseto Co. Ltd. for the supply of various steel plates for a contract price of ¥8,340,400.00 to be delivered by 24 April 2004.

Insurance

- (i) Erection All Risks Insurance (Policy No. H703HH000075) taken by AMC with Hong Leong Assurance Berhad dated 22 December 2003 commencing 1 January 2004 to 31 December 2004 for Erection Work and Construction Plant and Equipment for the insured sum of RM 10,100,000.00 at a premium rate of RM20,500.00.
- (ii) Equipment All Risks Insurance (Cover note No. No. 0010958 renewing Policy No. J903KD000174) taken by AMC with Malaysian Assurance Alliance Berhad dated 5 March 2004 commencing 15 March 2004 to 14 March 2005 for one unit used noble and double column plant milling machine Model No. 1339 for the insured sum of RM2,100,000.00 at a premium rate of RM10,500.00.
- (iv) Public Liability Insurance (Cover note No. 0010959 renewing Policy No. J603KD000091) taken by AMC with Malaysian Assurance Alliance Berhad dated 5 March 2004 commencing 27 March 2004 to 26 March 2005 for anyone accident and anyone period of insurance for insured sum of RM500,000.00 at a premium rate of RM150.00.
- (iv) Group Personal Accident Insurance (Policy No. J503KD0001107) taken by AMC with Malaysian Assurance Alliance Berhad dated 28 March 2003 commencing 4 April 2003 to 3 April 2004 on 60 contract workers and 5 crane operators for the insured sum of RM1,300,000.00 at a premium rate of RM5,470.00.
- (v) Industrial Fire Insurance (Policy No. PFI/01123849/65/06) taken by AMC with AXA Affin Assurance Berhad dated 7 April 2003 commencing 1 June 2003 to 31 May 2004 for the

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- property situated on Lot 109-B, Kawasan Perindustrian Gebeng Kuantan, Pahang Darul Makmur for the insured sum of RM14,056,947.00 at a premium rate of RM46,753.41..
- (vi) Goods in Transit Policy (Policy No. H302HH000170) taken by AMC with Hong Leong Assurance Berhad dated 7 April 2003 commencing 17 April 2003 to 16 April 2004 on boiler, pressure vessels and other products related to the insured's business with a limit of RM3,000,000.00 at an annual premium of RM10,000.00.
- (vii) Fire Consequential Loss Insurance (Policy No. H102HH003725) taken by AMC with Hong Leong Assurance Berhad dated 11 June 2003 commencing 10 June 2003 to 9 June 2004 for the factory and office at No.46, Jalan Batu Tiga TUDM, Subang New Village, 40150 Shah Alam, Selangor Darul Ehsan for an insured sum of RM2,770,000.00 at an annual premium of RM9,374.72.
- (viii) Fire Insurance (Policy No. H1021HH003720) taken by AMC with Hong Leong Assurance Berhad dated 10 June 2003 commencing 11 June 2003 to 10 June 2004 for the factory and office at No.46, Jalan Batu Tiga TUDM, Subang New Village, 40150 Shah Alam, Selangor Darul Ehsan for a total insured sum of RM2,285,000.00 at an annual premium of RM8,611.60.
- (ix) Fire policy (Policy No. H102HH003291) taken by AMC with Hong Leong Assurance Berhad dated 24 April 2003 commencing 22 April 2003 to 21 April 2004 for the buildings at No.46 Jalan Batu Tiga TUDM, Subang New Village, 40150 Shah Alam, Selangor for the insured sum of RM4,748,207.00 at a premium rate of RM7,332.11.
- (x) Equipment All Risks Insurance (Policy No. J903KD000205) taken by AMC with Malaysian Assurance Alliance Berhad dated 1 July 2003 commencing 21 May 2003 to 20 May 2004 for machineries situated at No.46 Jalan Batu Tiga TUDM, Subang New Village, 40150 Shah Alam, Selangor and Lot 109-B, Kawasan Perindustrian Gebeng, 36080 Kuantan Pahang for the insured sum of RM974,800.00 at a premium rate of RM5,848.80.
- (xi) Equipment All Risks Insurance (Policy No. J903KD000206) taken by AMC with Malaysian Assurance Alliance Berhad dated 1 July 2003 commencing 21 May 2003 to 20 May 2004 for machineries situated at No.46 Jalan Batu Tiga TUDM, Subang New Village, 40150 Shah Alam, Selangor and Lot 109-B, Kawasan Perindustrian Gebeng, 36080 Kuantan Pahang for the insured sum of RM2,000,000.00 at a premium rate of RM12,000.00.
- (xii) Marine Cargo Policy (Policy No. CMC-M0002396-KN) taken by AMC with PanGlobal Insurance Berhad dated 4 September 2003 commencing 2 September 2003 to 1 March 2004 on stainless steel hot rolled plate for the insured sum of RM1,618,800.00 at a premium rate of RM2,913.84.
- (xiii) Marine Cargo Policy (Policy No. CMC-M0002514-KN) taken by AMC with PanGlobal Insurance Berhad dated 24 September 2003 commencing 24 September 2003 to 23 March 2004 on end cover for pressure vessel for the insured sum of RM261,440.00 at a premium rate of RM470.59.
- (xiv) Marine Cargo Policy (Policy No. CMC-M0002754-KN) taken by AMC with PanGlobal Insurance Berhad dated 5 November 2003 commencing 4 November 2003 to 3 May 2004 on hot rolled carbon steel plate for the insured sum of RM1,350,900.00 at a premium rate of RM2,431.62.
- (xv) Marine Cargo Policy (Policy No. CMC-M0003005-KN) taken by AMC with PanGlobal Insurance Berhad dated 23 December 2003 commencing 23 December 2003 to 22 June 2004 on welded stainless steel tube for the insured sum of RM288,994.00 at a premium rate of RM664.59.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

- (xvi) Marine Cargo Policy (Policy No. CMC-M0003062-KN) taken by AMC with PanGlobal Insurance Berhad dated 7 January 2004 commencing 6 January 2004 to 5 July 2004 on end cover for pressure vessel and hot rolled carbon steel plates for the insured sum of RM272,664.00 at a premium rate of RM490.80.
- (xvii) Marine Cargo Policy (Policy No. CMC-M0003108-KN) taken by AMC with PanGlobal Insurance Berhad dated 20 January 2004 commencing 20 January 2004 to 19 July 2004 on stainless steel clad plat for the insured sum of RM1,107,700.00 at a premium rate of RM1,993.86.
- (xviii) Marine Cargo Policy (Policy No. CMC-M0003152-KN) taken by AMC with PanGlobal Insurance Berhad dated 30 January 2004 commencing 30 January 2004 to 29 July 2004 on other alloy plate for the insured sum of RM380,000.00 at a premium rate of RM684.00.
- (xix) Marine Cargo Policy (Policy No. CMC-M0003153-KN) taken by AMC with PanGlobal Insurance Berhad dated 30 January 2004 commencing 30 January 2004 to 29 July 2004 on other alloy tubes (seamless) and other alloy pipe (seamless) for the insured sum of RM315,780.00 at a premium rate of RM726.29.
- (xx) Marine Cargo Policy (Policy No. CMC-M0003154-KN) taken by AMC with PanGlobal Insurance Berhad dated 3 February 2004 commencing 3 February 2004 to 2 August 2004 on seamless carbon steel pipes for the insured sum of RM571,900.00 at a premium rate of RM1,315.37.
- (xxi) Marine Cargo Policy (Policy No. CMC-M0003199-KN) taken by AMC with PanGlobal Insurance Berhad dated 12 February 2004 commencing 10 February 2004 to 9 August 2004 on stainless steel plate for the insured sum of RM1,094,400.00 at a premium rate of RM1,969.92.
- (xxii) Marine Cargo Policy (Policy No. CMC-M0003293-KN) taken by AMC with PanGlobal Insurance Berhad dated 3 March 2004 commencing 3 March 2004 to 2 September 2004 on seamless stainless steel tubes for the insured sum of RM584,060.00 at a premium rate of RM1,343.34.
- (xxiii) Marine Cargo Policy (Policy No. CMC-M0003335-KN) taken by AMC with PanGlobal Insurance Berhad dated 9 March 2004 commencing 9 March 2004 to 8 September 2004 on seamless stainless steel tubes for the insured sum of RM1,318,600.00 at a premium rate of RM3,032.78.
- (xxiv) All Risk Insurance (Policy No. BK-65001642-AR) taken by Prescan Sdn Bhd with Aviva Insurance Berhad dated 11 March 2004 commencing 18 March 2004 to 17 March 2005 over machineries for the insured sum of RM462,250.00 at a premium rate of RM3,466.88.
- (xxv) All Risks Insurance (Policy No. A503AA002283) taken by Prescan with Hong Leong Assurance Berhad dated 15 October 2003 commencing on 29 October 2003 to 28 October 2004 over machinery for the insured sum of RM354,600.00 at a premium rate of RM3,546.00.
- (xxvi) Public Liability Insurance (Cover Note No. N4Y-035247) taken by Prescan Sdn Bhd with Hong Leong Assurance Berhad dated 26 February 2004 commencing 7 March 2004 to 6 March 2005 for bodily injury to or illness of any person and loss of or damage to property at 24, Jalan Tabla 33/21, Shah Alam Technology Park, Section 33, 40640 Shah Alam, Selangor for the insured sum of RM500,000.00 at a premium rate of RM500.00.

14. STATUTORY AND GENERAL INFORMATION *(Cont'd)*

14.8 PUBLIC TAKE-OVER OFFER

None of the following has occurred in the last financial year and/or during the current financial year up to the date of this Prospectus:

- (i) public take-over offer by third parties in respect of the Company's Shares; or
- (ii) public take-over offer by the Company in respect of other companies' shares.

14.9 CONSENTS

1. The written consents of OSK as the Adviser, Underwriter, Principal Bankers, Solicitor, Share Registrar, Company Secretary and the Issuing House to the inclusion in this Prospectus of their names, in the form and context in which their names appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
2. 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 consolidated profit forecast for the financial year ending 30 September 2004 and proforma 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.
3. The written consent of the Valuers to the inclusion in this Prospectus of their name and Valuers' Letters on the landed properties 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.

14.10 DOCUMENTS FOR INSPECTION

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

- (i) Memorandum and Articles of Association of the Company and its subsidiary companies;
- (ii) Reporting Accountants' letters relating to the consolidated profit forecast for the financial period/year ending 30 September 2004;
- (iii) Reporting Accountants' letter on the proforma consolidated balance sheet as at 30 September 2003;
- (iv) Accountants' Report and Directors' Report as included herein;
- (v) Audited financial statements of APB and the audited financial statements of its subsidiaries for the past five (5) financial years/periods (as the case may be) ended 31 December 2002/ 30 September 2003;
- (vi) Valuer's certificates referred to under Section 13 of this Prospectus;
- (vii) Material contracts referred to under Section 14.5 of this Prospectus;
- (viii) Material agreements referred to under Section 14.7 of this Prospectus;
- (ix) Letters of consent referred to under Section 14.9 of this Prospectus; and
- (x) Writ and relevant cause papers in respect of material litigation disclosed under Section 14.6 in this prospectus.

14. STATUTORY AND GENERAL INFORMATION (Cont'd)

14.11 RESPONSIBILITY

1. OSK acknowledges that, based on all available information and to the best of its knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Issues and are satisfied that the proforma consolidated profit estimate and forecast for the financial period/year ended 30 September 2003 and ending 30 September 2004 (for which the Directors of APB are solely responsible) prepared for inclusion in this Prospectus have been stated by the Directors of the Company after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

2. This Prospectus has been seen and approved by the Directors and Promoters of the Company and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.

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