

16.0 ADDITIONAL INFORMATION

16.1 Share Capital

- (a) No shares will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
- (b) There are no founder, management or deferred shares in the Company. As at the date of this Prospectus, there is only one class of shares in the Company, namely, ordinary shares of RM0.50 each, all of which rank pari passu with one another.
- (c) Save for the 5,800,000 Public Issue Shares reserved for the eligible Directors, employees and persons who have contributed to the success of the ATB Group, no other person has been or is entitled to be given an option to subscribe for any share, stock or debenture of the Company or its subsidiary companies.
- (d) Save as disclosed in Section 5.3 of this Prospectus, no ordinary shares, debentures, outstanding warrants, options, convertible securities or uncalled capital of the Company or its subsidiary companies have been issued or are proposed to be issued as partly or as fully paid-up in cash or otherwise than in cash within the two (2) years immediately preceding the date of this Prospectus.
- (e) There is no restriction on the transfer of the securities of the Company, except as otherwise required by law.
- (f) Save for the 5,800,000 Public Issue Shares reserved for the eligible Directors, employees and persons who have contributed to the success of the ATB Group pursuant to this Prospectus, there is currently no scheme involving the employee in the share capital of the Company or any of its subsidiary companies.
- (g) None of the capital of the Company or any of its subsidiary companies is under any option or agreed conditionally or unconditionally to be put under any option.

16.2 Articles of Association

The following provisions are extracted from the Company's Articles of Association. The following capitalised terms used in this section shall have the respective meanings as ascribed thereto in the Company's Articles of Association:-

"Act" means the Companies Act, 1965 and any statutory modification, amendment or re-enactment thereof for the time being in force.

"Board" means the Board of Directors for the time being of the Company.

"Central Depository" means the Malaysian Central Depository Sdn. Bhd. (165570-W).

"Central Depositories Act" means the Securities Industry (Central Depositories) Act, 1991, and any statutory modification, amendment or re-enactment thereof for the time being in force.

"Deposited Security" means a security in the Company as defined in Section 2 of the Central Depositories Act, standing to the credit of a Securities Account of a Depositor and includes security in a securities account that is in suspense subject to the provisions of Central Depositories Act, 1991 and the Rules.

"Directors" means the Directors for the time being of the Company.

"Market Day" means any day between Mondays and Fridays which is not a market holiday or public holiday.

"Record of Depositors" means the record provided by the Central Depository to the Company or its registrar or its issuing house under Chapter 24.0 of the Rules.

"Rules" means the Rules of the Central Depository or any statutory modification, amendment or re-enactment thereof for the time being.

"securities" means any debenture, note, stock, share and other form of convertible securities of the Company and includes any right or option in respect thereof and any interest in a unit trust scheme.

"shares" means shares in the Company.

16.0 ADDITIONAL INFORMATION**16.2.1 Transfer of Securities**

- "40. *The transfer of any listed securities or class of listed securities of the Company shall be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding Section 103 and 104 of the Act, but subject to Section 107C(2) of the Act and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities.*"
- "42. *The Central Depository may in its absolute discretion, refuse to register any transfer that does not comply with the Central Depository Act and the Rules.*"
- "43. *The registration of transfers may be suspended at such time and for such period as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. At least twelve(12) Market Days' notice or such other period of notice as may be permitted by the Exchange, of such closure shall be given to the Exchange stating the period and the purpose or purposes of such closure. In relation to such closure the Company shall give notice, in accordance with the Rules, to the Central Depository to prepare appropriate Record of Depositors.*"
- "44. *Nothing in these Articles shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.*"
- "45. *All transfer of securities deposited with a central depository, including but not limited to the Deposited Security, shall be in compliance with the relevant laws and rules.*"

16.2.2 Remuneration of Directors

- "103. *The fees of the Directors shall be such fixed sum as shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office Provided Always that:-*
- (a) *fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;*
 - (b) *salaries payable to executive Directors 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; and*
 - (d) *any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter."*
- "104. (1) *The Directors shall be entitled to be reimbursed for all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.*
- (2) *If by arrangement with the Director, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing 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 Directors may pay him special remuneration, in addition to his Director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged."*

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"138. *The remuneration of the Managing Director and the Deputy Managing Director may subject to the terms of any agreement entered into any particular case, be by way of salary but such remuneration shall not include a commission on or percentage of turnover but it may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement.*"

16.2.3 Voting and Borrowing Powers of Directors

"107. *Subject to the Act, the Directors shall not without the prior approval of the Company in general meeting:-*

- (a) *carry into effect any proposal or execute any transaction for the acquisition of any undertaking or property of a substantial value, or the disposal of a substantial portion of the main undertaking or property of the Company, as defined in the Act; or*
- (b) *exercise any power of the Company to issue securities unless otherwise permitted under the Act; or*
- (c) *enter into any arrangement or transaction with a Director or a director of the holding company of the 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 a requisite value as defined in the Act; or"*

"108. (1) *The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, 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 related third party Provided Always that nothing contained in these Articles shall authorise the Directors to borrow any money or mortgage or charge any of the Company's undertaking, property or any uncalled capital or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party."*

"129. *No Director shall vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal interest, and if he should do so his vote shall not be counted."*

"130. *A Director, notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment as hereinafter mentioned are considered or where any decision is taken upon any contract or arrangement in which he is in any way interested provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles."*

"131. *A Director may vote in respect of-*

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

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“132. A Director may be or become Director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise, or any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such corporation, unless the Company otherwise directs at the time of his appointment. The Director may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as Directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them Directors or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or is about to be appointed a Director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid provided always that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.”

16.2.4 Changes in Capital and Variation of Class Rights

“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 the written law and to the conditions, restrictions and limitations expressed in these Articles and to the provisions of any resolution of the Company, and subject to the prior approval of the members of the Company, the Directors may allot, grant options over or otherwise dispose of the unissued share capital of the Company to such persons, at such time and on such terms and conditions, with such preferred or deferred or other special rights as they think proper, PROVIDED ALWAYS THAT:-

- (a) no shares shall be issued at a discount except in compliance with the provisions of the Act;
- (b) no shares shall be issued which shall have the effect of transferring a controlling interest in the Company without the prior approval of the members in general meeting;
- (c) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in these Articles;
- (d) every issue of shares or options to employees and/or Directors shall be approved by the members in general meeting and for issuance of shares or options to Directors:-
 - (i) such approval shall specifically detail the number of shares or options to be issued to such Directors; and
 - (ii) only Directors holding office in an executive capacity shall participate in such an issue of shares or options Provided Always that a Director not holding office in an executive capacity may so participate in an issue of shares pursuant to a public offer or a public issue.”

“5. Without prejudice to any special rights previously conferred on the holders of any share or class of shares already issued, but subject to the Act and these Articles, any shares in the Company (whether forming part of the original capital or not) may be issued or have attached thereto such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine provided that:-

- (a) the total nominal value of preference shares issued shall not exceed the total nominal value of the issued ordinary shares at any time;

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- (b) *the holders of preference shares shall have the same rights as the holders of ordinary shares and must be entitled to a right to vote in each of the following circumstances:-*
- (i) *when the dividend or part of the dividend on the share is in arrears for more than six (6) months;*
 - (ii) *on a proposal to reduce the Company's share capital;*
 - (iii) *on a proposal for the disposal of the whole of the Company's property, business and undertaking;*
 - (iv) *on a proposal that affects rights attached to the share;*
 - (v) *on a proposal to wind up the Company;*
 - (vi) *during the winding up of the Company; and*
- (c) *the Company shall not unless with the consent of the existing preference shareholders at a class meeting or pursuant to Article 18 hereof issue further preference capital ranking in priority above preference shares already issued but may issue preference shares ranking equally therewith.*

Subject to the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed. A holder of a preference share must be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up. A holder of a preference share must be entitled to the same rights as a holder of an ordinary share in relation to receiving notices, reports and audited accounts and attending meetings."

- "9. *The Company shall duly observe and comply with the provisions of the Act and the Listing Requirements of the Kuala Lumpur Stock Exchange from time to time prescribed by the Exchange applicable to any allotment of its shares."*
- "11. *The Company may apply to the Exchange for waiver of the convening of an extraordinary general meeting to obtain shareholders' approval for further issues of shares (other than bonus or rights issue) where:-*
- (a) *in accordance with the provisions of Section 132D of the Act there is still in effect a resolution approving the issuance of shares by the Company; and*
 - (b) *the aggregate issues of which in any one financial year (other than by way of bonus or rights issues) do not exceed ten per cent (10%) of the issued capital of the Company."*
- "18. *Notwithstanding Article 19 hereof, the repayment of preference share capital other than redeemable preference shares, or any other alteration of preference shareholder 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 (3/4) of the preference shares concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting."*
- "19. *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 shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-tenth (1/10) 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."*

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- "20. *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 to participation in the profits or assets of the Company in some or in all respects pari passu therewith.*"
- "54. *Without prejudice to the rights attached to any existing shares or class of shares, the Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company may direct in the resolution authorising such increase.*"
- "56. *Except so far as otherwise provided by the condition of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company. All new shares shall be subject to the provisions herein contained with reference to allotments, the payment of calls and instalments, transmissions, forfeiture, lien or otherwise and shall also be subject to the Rules.*"
- "57. (1) *The Company may from time to time by ordinary resolution:-*
- (a) *consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;*
 - (b) *sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association (subject nevertheless to the provisions of the Act) and so that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived. Any resolution whereby any share is sub-divided may determine that, as between the holders of shares resulting from such subdivision, one or more of such shares may have such preferred or other special rights over, or may be given any preference or advantage as regards dividends, return of capital voting or otherwise over the other or others of such shares; or*
 - (c) *cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.*
- (2) *The Company may by special resolution reduce its share capital and any capital redemption reserve fund or any share premium account in any manner authorised by the Act and subject to any consent required by the law.*"

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16.0 ADDITIONAL INFORMATION**16.3 Directors and Substantial Shareholders**

- (a) The names, addresses and occupations of the Directors of ATB are set out in Section 1.0 of this Prospectus;
- (b) A Director is not required to hold any qualification share in the Company or its subsidiary companies unless otherwise so fixed by the Company in general meeting; or
- (c) Save as disclosed below, no Director, senior executive officer or person nominated to become a Director, or senior executive officer of the Company or its subsidiary companies are or has been involved in the following events:-
- (i) a petition under any bankruptcy or insolvency laws was filed against such person or any partnership in which he was a partner or any corporation of which he/she was a Director or senior executive officer;
 - (ii) was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - (iii) was the subject of any order, judgement or ruling of any court, tribunal or governmental body of competent jurisdiction permanently or temporarily enjoining him from acting as an investment adviser, dealer in securities, Director or employee of a financial institution and engaging in any type of business practice or activity.

Mr Ng Hung Weng, a Director of ATB, was a director of South Strong Industries Sdn Bhd which was wound up pursuant to a winding-up order dated 24 September 1999 (Company Winding Up No. : D1-28-712-1998). Mr Ng Hung Weng had resigned as a director of South Strong Industries Sdn Bhd on 10 June 1999, prior to the date of the winding-up order.

- (d) None of the Directors of the Company has any existing or proposed service agreements with the Company or any of its subsidiary companies.
- (e) The aggregate fees, remuneration and emoluments paid to the Directors for services in all capacities to the Company and its subsidiary companies for the financial year ended 31 July 2002 amounted to RM848,050. For the financial years ending 31 July 2003 and 2004, the aggregate fees, remuneration and emoluments payable to the Directors are estimated and forecasted to be RM1,230,250 and RM1,270,000 respectively.

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- (f) Save as disclosed below and Section 9.0 of this Prospectus, none of the Directors and substantial shareholders has any interest, direct or indirect, in the promotion of or in any assets acquired or proposed to be acquired or assets disposed or proposed to be disposed of by or leased or proposed to be leased to the Company or its subsidiary companies within the two (2) years immediately preceding the date of this Prospectus. The Directors and/or substantial shareholders of ATB who are deemed interested in the Acquisition of OJK and Acquisition of AM as disclosed in Section 5.3 of this Prospectus at the time of each transaction are as follows:-

Name of Related Party	Nature of Relationship
(i) Dato' Azizi Bin Yom Ahmad	Director of OJK and substantial shareholder of OJK and AM.
(ii) MTV Three	Substantial shareholder of OJK and AM.
(iii) Khor Mooi Hian	Substantial shareholder of OJK and AM.
(iv) Ooi Joo Kee	Substantial shareholder of OJK and AM.
(v) Ng Back Teng	Director and substantial shareholder of OJK and AM.
(vi) Ng Bak Seng	Director of AM and substantial shareholder of OJK and AM.
(vii) Ng Bak Yong	Substantial shareholder of OJK and AM.
(viii) Ng Bak Hiong	Substantial shareholder of OJK and AM.
(ix) Ng Hun Chew	Director of OJK and substantial shareholder of OJK and AM.
(x) Ng Hung Weng	Director and substantial shareholder of OJK and AM respectively.
(xi) Ng Siew Khoo	Substantial shareholder of OJK and AM.
(xii) Ng Siew Chuan	Substantial shareholder of OJK and AM.
(xiii) Ooi Choon Yee	Director of AM and substantial shareholder of OJK and AM.
(xiv) Cheah Swi Chun	Son of Cheah Soo Jin, a shareholder of OJK and AM.

- (g) Save as disclosed below, there are no other related party transactions between the ATB Group and the Directors, substantial shareholders and/or persons connected to them:-

- (i) Dy Hong Industries is a sole proprietor company owned by Mr Ng Bak Hiong. Dy Hong Industries' principal activity is distribution of building materials. Dy Hong Industries was a customer of the ATB Group. For the past two (2) financial years ended 31 July 2000 and 2001, sales by the ATB Group to Dy Hong Industries amounted to RM250,933 and RM96,075 respectively. There was no transaction with the Group for the financial year ended 31 July 2002.
- (ii) Mr Ng Bak Seng, a Director and substantial shareholder of ATB together with his wife, Madam Thum Yoke Moy are substantial shareholders of Well Base Holding Sdn Bhd with total equity interest of 100%. Well Base Holding Sdn Bhd's principal activity was trading of hardware. Well Base Holding Sdn Bhd was a customer of the Group. For the past two (2) financial years ended 31 July 2000 and 2001, sales by the ATB Group to Well Base Holding Sdn Bhd amounted to RM1,890,000 and RM167,259 respectively. However, there was no transaction with the Group for the financial year ended 31 July 2002.

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- (iii) Mr Ng Hun Chew is a person related to some of the substantial shareholders of ATB and also a substantial shareholder of South Strong Building Products Sdn Bhd with an equity interest of 80.40%. South Strong Building Products Sdn Bhd's principal activity is trading of building materials. South Strong Building Products Sdn Bhd is a customer of the Group. For the past three (3) financial years ended 31 July 2000 to 2002, sales by the ATB Group to South Strong Building Products Sdn Bhd amounted to RM848,375, RM980,421 and RM1,131,750 respectively.
- (iv) On 19 September 2000, AS entered into a Tenancy Agreement with Mr Ng Bak Seng for rental of Lot Nos. PT 727 and PT 728, Mukim of Pernu, District of Melaka Tengah, Melaka to be used as factory for AS and warehouse for AM at a rental of RM25,000 per month or equivalent to RM300,000 per annum. The said Tenancy Agreement has been renewed for a further period of two (2) years, expiring on 30 September 2003. Based on the certificate of rental valuation by C H Williams Talhar & Wong dated 7 December 2000, the market rental value of the above mentioned property is RM414,000 per annum.
- (h) None of the Directors and substantial shareholders of the Company and its subsidiary companies has any interest, direct or indirect, in any business carrying on a similar trade as the Company or its subsidiary companies.
- (i) Save as disclosed in paragraph (g)(iv) above in relation to the Tenancy Agreement between AS and Mr Ng Bak Seng, none of the Directors or substantial shareholders of ATB has any interest in any contract or arrangement which is significant in relation to the business of the Company and its subsidiary companies.
- (j) Save as disclosed in paragraph (f) above, no Director or expert has any interest in the promotion of the IPO.
- (k) Based on the Register of Substantial Shareholders as at 16 May 2003 (being the latest practicable date prior to the registration of this Prospectus), the direct and indirect interests of the substantial shareholders (with not less than 5% shareholding) in the issued and paid-up share capital of the Company before and after the IPO respectively are as follows:-

Substantial Shareholders	Before IPO				After IPO			
	Direct		Indirect		Direct		Indirect	
	No. of ATB Shares	%	No. of ATB Shares	%	No. of ATB Shares	%	No. of ATB Shares	%
MTV Three	20,000,000	20.00	-	-	20,000,000	17.24	-	-
Dato' Azizi Bin Yom Ahmad	5,000,000	5.00	-	-	5,000,000#	4.31	-	-
Khor Mooi Hian	7,300,000	7.30	-	-	6,035,200	5.20	-	-
Ooi Joo Kee	6,387,200	6.39	-	-	5,279,200#	4.55	-	-
Ng Back Teng	9,657,602	9.66	-	-	7,983,602	6.88	-	-
Ng Bak Seng	7,825,598	7.83	-	-	6,469,598	5.58	-	-
Ng Bak Yong	5,037,600	5.04	-	-	4,163,600#	3.59	-	-
Ng Bak Hiong	7,103,198	7.10	-	-	5,871,198	5.06	-	-
Ng Hung Weng	6,569,600	6.57	-	-	5,431,600#	4.68	-	-
Ng Hung Seh	6,035,200	6.04	-	-	6,035,200	5.20	-	-
Ng Siew Khoon	8,256,000	8.26	-	-	6,824,000	5.88	-	-
LTAW	-	-	20,000,000*	20.00	-	-	20,000,000*	17.24
YF	-	-	20,000,000*	20.00	-	-	20,000,000*	17.24
MTDC	-	-	20,000,000*	20.00	-	-	20,000,000*	17.24

Notes:-

Ceased to be substantial shareholder after the IPO.

* Deemed interest by virtue of each of them holding more than 15% equity interest in MTV Three pursuant to Section 6A(4) of the Act.

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- (l) Based on the Register of Directors' Shareholdings as at 16 May 2003 (being the latest practicable date prior to the registration of this Prospectus), the direct and indirect interests of the Directors in the issued and paid-up share capital of the Company before and after the IPO respectively are as follows:-

Directors	Before IPO				After IPO			
	Direct		Indirect		Direct		Indirect	
	No. of ATB Shares	%	No. of ATB Shares	%	No. of ATB Shares	%	No. of ATB Shares	%
Ng Back Teng	9,657,602	8.66	-	-	7,983,602	6.88	-	-
Ng Bak Seng	7,825,598	7.83	-	-	6,469,598	5.58	-	-
Ng Hung Seh	6,035,200	6.04	-	-	6,035,200	5.20	-	-
Ng Hung Weng	6,569,000	6.57	-	-	5,431,600	4.68	-	-
Azman Bin Ahmad	-	-	-	-	-	-	-	-
Dato' Azman Bin Mahmood	-	-	-	-	-	-	-	-
Khoo Eng Seng	-	-	-	-	50,000*	0.04	-	-
Tai Teik Keem	-	-	-	-	100,000*	0.09	-	-

Note:-

* Based on the allocation of Public Issue Shares to eligible Directors and employees of the ATB Group

- (m) No option to subscribe for securities of the Company or its subsidiary companies was granted to or exercised by any Director during the last financial year ended 31 July 2002.
- (n) All the IPO Shares are being issued/offered for sale by the Company/Offerors subject to the terms and conditions of this Prospectus.

16.4 General Information

- (a) The nature of the Company's business and the names of all the corporations which are deemed to be related to the Company by virtue of Section 6 of the Act are disclosed in Section 5.0 of this Prospectus.
- (b) The date and time of the opening and closing of the Application Lists for the IPO is set out in Sections 3.1 and 17.1 of this Prospectus.
- (c) The amount payable in full on application to the Company and Offerors is RM0.75 per ATB share as disclosed in Section 3.4 of this Prospectus.
- (d) As at the date of this Prospectus, the Company and its subsidiary companies do not have any convertible debt securities.
- (e) The expenses and commission payable by the Company and/or Offerors are as follows:-
- (i) Underwriting commission is payable by the Company to the Managing Underwriter and the several Underwriters mentioned herein at a rate of 2.25% of the IPO price of RM0.75 per ATB share on the total number of shares underwritten as stated in Section 3.8 of this Prospectus.
 - (ii) Management fees of RM30,000 payable to the Managing Underwriter by the Company for managing the underwriting of ATB shares.
 - (iii) Brokerage is payable by the Company and the Offerors at the rate of 1.0% of the IPO price of RM0.75 per ATB share in respect of successful applications bearing the stamp of MIMB, a member company of the KLSE, a member of the Association of Merchant Banks in Malaysia, a member of the Association of Banks in Malaysia or MIDFCCS.

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- (iv) Save for paragraphs (i) and (ii) above, there is no amount paid within the two (2) years immediately preceding the date hereof or is payable by the Company or its subsidiary companies as commission, discount, brokerage or other special terms for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any ordinary shares or debentures of the Company or its subsidiary companies and no Director, proposed Director, promoter or expert is or are entitled to receive any such commission.
- (v) Save as disclosed above, no commission, discount, brokerage or other special terms have been granted within two (2) years immediately preceding the date of this Prospectus in connection with the sale or issue of any capital of the Company or its subsidiary companies.
- (f) Estimated expenses incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the Second Board of the KLSE amounting to approximately RM1,300,000 shall be borne by the Company. The Offerors shall bear all expenses such as brokerage relating to its Offer Shares of approximately RM200,000.
- (g) Save for Directors' fees, emoluments and benefits paid to a promoter as a Director as disclosed in Section 6.8 of this Prospectus and dividends paid to a promoter as a shareholder as disclosed in Section 12.0 of this Prospectus, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any promoter.
- (h) The name and address of the Auditors are set out in Section 1.0 of this Prospectus.
- (i) The Company has not established a place of business outside Malaysia.
- (j) Save as disclosed in Section 3.7.1, no property has been acquired or is proposed to be acquired by the Company or its subsidiary companies in contemplation of the IPO.
- (k) Save for certain Public Issue Shares reserved for the eligible Directors, employees and persons who have contributed to the success of the ATB Group as disclosed in Section 3.5 of this Prospectus, there are at present no other schemes for or involving the Directors and employees of the ATB Group in the share capital of the Company or its subsidiary companies.
- (l) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 17.0 of this Prospectus.
- (m) Information in respect of the Offerors is as follows:-

Offerors	Address	Occupation	Nationality
Khor Mooi Hian	24, Lorong Rusa 4 Taman Selamat, Alma 14000 Bukit Mertajam Penang	-	Malaysian
Ooi Joo Kee	22, Jalan Muhibbah Taman Alma 14000 Bukit Mertajam Penang	Company Director	Malaysian
Ooi Bak Chye	2829, Jalan Kg Baru Taman Tampoi 14000 Bukit Mertajam Penang	Merchant	Malaysian

16.0 ADDITIONAL INFORMATION

Offerors	Address	Occupation	Nationality
Ng Back Teng	24, Lorong Rusa 4 Taman Selamat, Alma 14000 Bukit Mertajam Penang	Company Director	Malaysian
Ng Bak Seng	No. 2, Jalan Murni 13 Taman Malim Jaya 75250 Melaka	Company Director	Malaysian
Ng Bak Yong	71, Jalan 5 Taman Sejahtera, Alma 14000 Bukit Mertajam Penang	Administration Officer	Malaysian
Ng Bak Hiong	14, Jalan Bukit Idaman 3/1 Taman Bukit Idaman 68100 Batu Caves Selangor	Company Director	Malaysian
Ng Hun Chew	12, Solok Indah Satu Taman Bukit Indah 14000 Bukit Mertajam Penang	Company Director	Malaysian
Ng Hung Weng	2, Jalan Bukit Minyak Kota Permai 14000 Bukit Mertajam Penang	Company Director	Malaysian
Ng Siew Khoon	39, Lorong Bidara 13 Taman Bidara Machang Bubuk 14000 Bukit Mertajam Penang	-	Malaysian
Ng Siew Lee	346-A, Kampong Pinang Tunggal 08000 Sungai Petani Kedah	-	Malaysian
Ng Siew Chuan	24, Lorong Rusa 4 Taman Selamat, Alma 14000 Bukit Mertajam Penang	Administration Manager	Malaysian
Ooi Choon Yee	16, Lorong Markisah 20 Taman Markisah 14000 Bukit Mertajam Penang	Company Director	Malaysian
Cheah Soo Jin	161, Jalan Cempaka Taman Jaya 14000 Bukit Mertajam Penang	Company Director	Malaysian

16.0 ADDITIONAL INFORMATION**16.5 Financial Conditions and Operations**

- (a) Save as disclosed in the consolidated profit estimate and forecast and assumptions of the Group in Section 11.3 of this Prospectus, the Directors are not aware of any material information including trade factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Company or its subsidiary companies.
- (b) The Directors of the Company are not aware of any specific factors or events, which could result in the vulnerability of the operations of the Group.
- (c) Save as disclosed in this Prospectus, the financial conditions and operations of the Company and its subsidiary companies are not affected by the following:-
 - (i) known trends, demands, commitments, events or uncertainties that have had or that the Group reasonably expects to have, a material favourable or unfavourable impact on the financial performance, position and operations of the Group;
 - (ii) material commitments for capital expenditure;
 - (iii) unusual, infrequent events or transactions or any significant economic changes that have materially affected the financial performance, position and operations of the Group and the extent to which the financial performance, position and operations of the Group was so affected;
 - (iv) substantial increase in revenue and the extent to which the increase is attributable to prices, volume of goods or services being sold, the introduction of new products or services or any other factors; and
 - (v) known events, circumstances, trends, uncertainties and commitments that are reasonably likely to make the historical financial statements not indicative of future financial performance and position.

16.6 Material Contracts

Save as disclosed below, the Company and its subsidiary companies have not entered into any contracts, which are, or may be material (not being contracts entered into in the ordinary course of business of the Group) during the two (2) years immediately preceding the date of this Prospectus.

- (a) Sale and Purchase Agreement dated 10 October 2002 between OJK and Tag Steel Sdn Bhd to acquire a 60-year lease (expiring on 3 November 2058) of the property known as No. P.T. 329, H.S. (D) No. 26399 (formerly H.S. (D) No. 1894), Mukim 13, Daerah Seberang Perai Tengah, Pulau Pinang for a cash consideration of RM1,951,488. The transaction has not been completed as it is pending the State Authority's consent which is to be obtained by the vendor.
- (b) Supplemental Agreement dated 14 February 2003 between ATB and the shareholders of OJK which is supplemental to the Share Sale Agreement dated 5 February 2001 for the acquisition by ATB of the entire issued and paid-up share capital of OJK comprising 125,000 ordinary shares of RM1.00 each for a revised consideration of RM50,582,854 to be satisfied by ATB allotting 46,439,499 new ATB shares.
- (c) Supplemental Agreement dated 14 February 2003 between ATB and the shareholders of AM which is supplemental to the Share Sale Agreement dated 5 February 2001 for the acquisition by ATB of the entire issued and paid-up share capital of AM comprising 125,000 ordinary shares of RM1.00 each for a revised consideration of RM3,878,168 to be satisfied by ATB allotting 3,560,499 new ATB shares.
- (d) Share Sale Agreement dated 15 February 2003 between ATB and OJK for the acquisition by ATB of the entire issued and paid-up share capital of NI, ACSS, AN and AS comprising 500,002 ordinary shares of RM1.00 each, 500,000 ordinary shares of RM1.00 each, 100,000 ordinary shares of RM1.00 each and 1,000,000 ordinary shares of RM1.00 each respectively for an aggregate cash consideration RM2,100,002.

16.0 ADDITIONAL INFORMATION

- (e) An Underwriting Agreement dated 21 April 2003 between ATB and the Underwriters, namely MIMB, Mercury Securities Sdn Bhd and Hwang-DBS Securities Berhad for the underwriting of the Public Issue Shares for an underwriting commission of 2.25% of the IPO price of RM0.75 per IPO Share.

16.7 Material Litigation

As at 16 May 2003 (being the latest practicable date prior to the registration of this Prospectus), neither ATB nor any of its subsidiary companies are engaged in any material litigation, claim or arbitration, either as plaintiff or defendant and the Directors of ATB are not aware of any proceedings pending or threatened against the Company or its subsidiary companies or of any other facts likely to give rise to any proceedings which might materially or adversely affect the position or business of the ATB Group financially or otherwise.

16.8 Material Agreements

Save as disclosed below, neither the Company nor any of its subsidiary companies have entered into any material agreements within the two (2) years preceding the date of this Prospectus.

- (a) Hire Purchase Agreement dated 21 November 2001 between OJK and ORIX Credit Malaysia Sdn Bhd for one set of new 760 M/M single layer roofing forming machine, one set of new hydraulic tail-end bending machine, one set of new 780 M/M single layer roofing forming machine and three sets of new hydraulic open types single head material uncoiler at a hire purchase price of RM773,472 payable by 24 monthly instalments of RM32,228 each.
- (b) Hire Purchase Agreement dated 26 April 2002 between AS and ORIX Credit Malaysia Sdn Bhd for one set of new 760 M/M single layer roofing forming machine, one set of new hydraulic tail-end bending machine, one set of cold roll forming machine and one set of glazed tile roofing plate (wave form) machine at a hire purchase price of RM712,896 payable by 24 monthly instalments of RM29,704 each.
- (c) The Group has taken out various insurance policies for purposes of its business as detailed below:-

(i) Insurance Policies with RHB Insurance Berhad ("RHB Insurance")

Insured	Insurer	Type	Interest Insured	Period Insured
OJK and/or ACSS	RHB Insurance	Fire - Industrial Non-hazardous	Stock-in-trade - RM15,000,000 Plant, machinery, tools, utensils and accessories - RM300,000 (at Lot 1230, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
OJK and/or ACSS	RHB Insurance	Fire - Industrial Hazardous	Stock-in-trade - RM4,500,000 (at Lot 1238, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
OJK and/or ACSS	RHB Insurance	Public Liability	Any one period of insurance - unlimited Any one accident - RM500,000	01.08.2002 to 31.7.2003
OJK and/or ACSS	RHB Insurance	Fire - Loss of Profit	Gross profit - RM19,000,000 Wages - RM1,000,000 Auditors' fees - RM30,000 (at Lot 1230, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003

16.0 ADDITIONAL INFORMATION

Insured	Insurer	Type	Interest Insured	Period Insured
OJK and/or ACSS	RHB Insurance	Business machine and equipment	Machines – RM2,536,000 (at Lot 1230, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
OJK	RHB Insurance	Business machine and equipment	Machines – RM700,000 (at Lot 1230, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	24.04.2003 to 23.04.2004
AM	RHB Insurance	Fire - Industrial Non-hazardous	Stock-in-trade – RM1,000,000 (at Lot 728, Jalan Seri Emas 50, Taman Seri Telok Mas, 75460 Telok Mas, Melaka)	10.11.2002 to 09.11.2003
AS	RHB Insurance	Fire - Industrial Non-hazardous	Stock-in-trade – RM4,000,000 (at P.T. 727, HS(M) 621, Mukim Pernu, District of Melaka Tengah, 75460 Melaka)	10.11.2002 to 09.11.2003

(ii) Insurance Policies with Royal & Sun Alliance Insurance (M) Berhad (“Royal & Sun”)

Insured	Insurer	Type	Interest Insured	Period Insured
NI and/or AM	Royal & Sun	Fire Consequential Loss	Gross profit – RM3,130,000 Wages – RM350,000 Auditors’ fees – RM20,000 (at Lot 1245, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
NI and/or AM	Royal & Sun	Fire-Commercial	Stock-in-trade – RM2,500,000 (at Lot 1245, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
NI and/or AM	Royal & Sun	Fire-Commercial	Stock-in-trade – RM600,000 (at Lot 1238, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
NI and/or AM	Royal & Sun	Machinery and equipment all risk	Machines – RM3,612,000 (at Lot 1245 and 1238, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	01.08.2002 to 31.07.2003
NI	Royal & Sun	Machinery and equipment all risk	Machines – RM961,400 (at Lot 1245 and 1238, Mk 12, Kampung Baru, Ladang Valdor, 14200 Sungai Bakap, Seberang Perai Selatan, Penang)	22.08.2002 to 21.08.2003

(iii) Insurance Policies with Zurich Insurance (Malaysia) Bhd (“Zurich”)

Insured	Insurer	Type	Interest Insured	Period Insured
AS	Zurich	All risks - commercial	Machines – RM400,000 (at Lot 728, Jalan Seri Emas 50, Taman Seri Telok Mas, 75460 Telok Mas, Melaka)	22.04.2003 to 21.04.2004

16.0 ADDITIONAL INFORMATION**16.9 Public Take-Overs**

None of the following has occurred in the last financial year and during the current financial year up to 16 May 2003 (being the latest practicable date prior to the registration of this Prospectus):-

- (a) public take-over offers by third parties in respect of the Company's shares; or
- (b) public take-over offers by the Company in respect of other companies' shares.

16.10 Consents

- (a) The written consents of the Adviser and Managing Underwriter, Underwriters, Company Secretary, Solicitors, Principal Bankers, Issuing House and Share Registrar to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (b) 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 estimate and forecast for the financial years ending 31 July 2003 and 2004 and the proforma consolidated balance sheets as at 30 November 2002 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.
- (c) The written consent of the Valuers to the inclusion in this Prospectus of its name and letters relating to the valuation of the ATB Group's 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.
- (d) The written consent of the Independent Market Research Consultant to the inclusion in this Prospectus of its name and its Supplemental A&A Report 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.

16.11 Documents for Inspection

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

- (a) Memorandum and Articles of Association of the Company and its subsidiary companies;
- (b) Reporting Accountants' Letters relating to the consolidated profit estimate and forecast for the financial years ending 31 July 2003 and 2004, and proforma consolidated balance sheets as at 30 November 2002 as included herein;
- (c) Accountants' Report and Directors' Report as included herein;
- (d) Audited financial statements of ATB for the financial period from 9 August 2000 (date of incorporation) to the financial year ended 31 July 2002 and for the four (4) months financial period ended 30 November 2002;
- (e) Audited financial statements of OJK, NI, ACSS, AN and AM for the five (5) financial years ended 31 July 1998 to 2002 and for the four (4) months financial period ended 30 November 2002;
- (f) Audited financial statements of AS for the financial period from 23 August 2000 (date of incorporation) to the financial year ended 31 July 2002 and for the (4) months financial period ended 30 November 2002;

16.0 ADDITIONAL INFORMATION

- (g) The material contracts referred to in Section 16.6 of this Prospectus;
- (h) The material agreements referred to in Section 16.8 of this Prospectus;
- (i) The letters of consent referred to in Section 16.10 of this Prospectus;
- (j) The Valuation Certificate as included in Section 13.0 of this Prospectus together with the Valuation Reports as referred to herein; and
- (k) The Supplemental A&A Report as included in Section 14.0 of this Prospectus and the Independent Market Research Report by A&A dated 20 November 2000.

16.12 Responsibility Statement

- (a) MIMB acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the IPO and the ATB Group, and has satisfied itself that the consolidated profit estimate and forecast for the financial years ending 31 July 2003 and 2004 (for which the Directors of ATB are solely responsible) have been stated by the Directors of ATB after due and careful enquiry and have been duly reviewed by the Reporting Accountants.
- (b) This Prospectus has been seen and approved by the Directors and Promoters of ATB, and they collectively and individually accept full responsibility for the accuracy of all information given and confirm that, after making 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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