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## 20. OTHER GENERAL INFORMATION

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### 20.1 SHARE CAPITAL

- (i) No shares will be allotted on the basis of this Prospectus later than twelve (12) months after the date of the issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. There is only one class of shares in the Company, namely ordinary shares of RM1.00 each, all of which rank pari passu with one another.
- (iii) Save as disclosed in this Prospectus, no shares and debentures of the Company and its subsidiary companies have been issued or are proposed to be issued as partly or fully paid-up in cash or otherwise than in cash, within the two (2) preceding years from the date of this Prospectus.
- (iv) Save for the Public Issue Shares reserved for Directors and eligible employees of the Group as disclosed in Section 6.4 of this Prospectus, no person including Directors or employees of the Group has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or any of its subsidiary companies, nor have any options to subscribe for securities been granted or exercised by any Directors or employees during the last financial year.
- (v) Save for the Public Issue Shares reserved for Directors, eligible employees and business associates of the Group as disclosed in Section 6.4 of this Prospectus, there is currently no other scheme for or involving the Directors and employees in the share capital of the Company or its subsidiary companies.
- (vi) As at the date of this Prospectus, neither TIGB nor its subsidiary companies have any outstanding convertible debt securities.

### 20.2 ARTICLES OF ASSOCIATION

#### 20.2.1 Transfer of Securities

The provisions in the Company's Article of Association, the Listing Requirements of the KLSE, the Companies Act, 1965 and the Rules of the MCD in respect of the arrangements for transfer of securities and restriction on their free transferability are as follows:-

##### (a) Article of Association of the Company

The provision in the Articles of Association of the Company dealing with the transfer of securities are as follows:-

##### **Article 22**

Subject to the Central Depositories Act and the Rules, any member may transfer all or any of his shares (except those Deposited Securities which are for the time being designated as securities in suspense) by instrument in writing in the form approved by the Rules. The instrument of transfer of any share 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 in the Record of Depositors.

**20. OTHER GENERAL INFORMATION (cont'd)**

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**Article 23**

The transfer of any shares or class of shares of the Company which have been deposited with the Central Depository shall be by way of book entry by the Central Depository in accordance with the Rules. Notwithstanding Section 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 shares.

**Article 24**

The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine, PROVIDED that it shall not be suspended for more than thirty (30) days in any year and at least twelve (12) market days' notice of books closure shall be given to each Stock Exchange upon which the Company is listed, and advertised in a daily newspaper circulating in Malaysia and that the notice shall state the period for which the books will be closed and the purpose(s) for such closure. The Company shall give notice in accordance with the Rules of the Central Depository to enable the Central Depository to prepare the appropriate Record of Depositors.

**Article 28**

(1) Where:-

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

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

- (i) there shall be no change in the ownership of such securities; and
  - (ii) the transmission shall be executed by causing such securities to be credited directly into the securities account of such securities holder.
- (2) For the avoidance of doubt, no Company which fulfils the requirements of paragraphs (1)(a) and (b) of Article 28 shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

**20. OTHER GENERAL INFORMATION (cont'd)****(b) Listing Requirements of the KLSE**

The provisions of the Listing Requirements of the KLSE on the transferability of securities are as follows:-

**Paragraph 7.13 – Transfer of Securities**

The transfer of any 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, not withstanding Sections 103 and 104 of the Companies Act, 1965, but subject to subsection 107(C) of the Companies Act, 1965 and any exemption that may be made from compliance with subsection 107C(1) of the Companies Act, 1965, the Company shall be precluded from registering and effecting any transfer of securities.

**Paragraph 7.14 - Transmission of securities from Foreign Register****(1) Where:**

- (a) the securities of a company are listed on an Approved Market Place; and
- (b) such a company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depository) (Amendment) Act, 1998, as the case may be under the Rules of the Central Depository in respect of such securities,

such company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the company in the jurisdiction of the Approved market Place (herein after referred to as (“the foreign Register”), to the registered holders maintained by the register of the Company in Malaysia (hereinafter referred to as “Malaysian Register” provided that there shall be no change in the ownership of such securities.

- (2) For the avoidance of doubt no company which fulfils the requirements of paragraph (a) and (b) of Paragraph 7.14 part (1) shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

**(c) Companies Act, 1965**

The provisions within the Companies Act, 1965 on the transferability of securities are as follows:-

**Section 103(1)**

Notwithstanding anything in its articles a company shall not register a transfer of shares or debentures unless a proper instrument of transfer in the prescribed form has been delivered to the company, but this subsection shall not prejudice any power to register as a shareholder or debenture holder any person to whom the rights to any shares in or debentures in the company has been transmitted by operation of law.

**20. OTHER GENERAL INFORMATION (cont'd)****Section 103 (1A)**

Nothing in this section shall be construed as affecting the validity of any instrument which would be effective to transfer shares or debentures apart from this section; and any instrument purporting to be made in any form which was common or usual in use, or in any form authorised or required for that purpose apart from this section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

Provided that a company shall be precluded from registering a transfer of shares or debentures, the title of which is evidenced by a certificate that is issued on or after the date of coming into operation of this subsection unless a proper instrument of transfer in the prescribed form has been delivered to the company.

**Section 107C(1)**

On or after the coming into operation of this section, the transfer of any securities or class of securities of a company whose securities or any class of whose securities have been deposited with a central depository shall be by way of book entry by the central depository in accordance with the rules of the central depository and, notwithstanding sections 103 and 104, such company shall be precluded from registering and effecting any transfer of securities.

**Section 107C(2)**

Subsection (1) shall not apply to a transfer of securities to a central depository or its nominee company.

**(d) Rules of the MCD**

The rules within the MCD on the transferability of securities are as follows:-

**Rule 8.01 (2)**

The Central Depository may, in its absolute discretion, reject a transfer request made by a depositor thereunder, where the reason for the said transfer does not fall within any of the approved reasons stipulated under Rule 8.03(1)(c).

**Rule 8.05A**

Transfers may be made by the authorised depository agents from the agent's principal or nominee account shall be subject to the Rules in this Chapter.

**Rule 9.03 (2)**

It shall be the responsibility of the authorised depository agent, in processing the transfer between the two securities accounts belonging to different depositors (hereinafter the transfer is referred to as "the inter-account transfer"), to check and ensure the completeness, accuracy and/or genuineness of the documents lodged as follows:

- (a) the prescribed Form FTF010 (request for ordinary transfer of securities form) or Form FTF015 (request for express transfer of securities form) fully and properly completed in triplicate;

**20. OTHER GENERAL INFORMATION (cont'd)**

- (b) the Transferring Depositor has executed the Transferor portion of the said form duly witnessed by another person (other than the depositor's spouse);
- (c) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons as stated herein below:-
  - (i) transmission and transfer of securities arising from the provisions of any written law or an order of the court of competent jurisdiction;
  - (ii) rectification of errors;
  - (iii) pledge, charge or mortgage;
  - (iv) mandatory offer pursuant to the provisions of the Malaysian Code on Takeovers and Mergers 1987;
  - (v) any other circumstances as deemed fit by the Central Depository after consultation with the Securities Commission;
- (d) documents to support the reason for the transfer; and
- (e) such other accompanying documents duly processed in such manner as the Central Depository may from time to time determine in its Procedures Manual.

**20.2.2 Directors' Remuneration**

The provision in the Articles of Association of the Company dealing with the Directors' remuneration are as follows:-

**Article 74**

- (A) The fees of the Directors, who hold no executive office with the Company, for their services as Directors shall be determined by the Company by ordinary resolution at a general meeting. If the fees of each such non-executive Director is not specifically fixed by the Company in general meeting then the quantum of fees to be paid to each non-executive Director, within the overall limits fixed by the Company in general meeting, shall be decided by resolution of the full Board of Directors. In default of any decision being made in this respect by the full Board of Directors, the fees payable to the non-executive Directors shall be divided equally amongst them and such a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's fees. The non-executive Directors shall be paid by a fixed sum and not by a commission on or a percentage of profits or turnover.
- (B) 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.
- (C) The remuneration of Executive Directors of the Company shall not include a commission on or a percentage of turnover.

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**20. OTHER GENERAL INFORMATION (cont'd)**

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**Article 75**

Any Director who by request of the Board serves on any committee or performs special services for any purposes of the Company may be paid such extra remuneration by way of salary or otherwise (subject to any other provisions of these presents) as the Board may determine. Any extra remuneration payable to a non-executive Director shall not include a commission on or a percentage of profits or turnover whilst the extra remuneration to an executive Director shall not include a commission on or a percentage of turnover. All the Directors shall also be entitled to be repaid by the Company all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending meetings of the Board or of committees of the Board or general meetings or otherwise in or about the business of the Company.

**Article 90**

Subject to any other provisions of these presents, the remuneration of any Managing Director shall be determined by the Directors and may be of any description.

**20.2.3 Voting and Borrowing Powers of Directors**

The provision in the Articles of Association of the Company dealing with the voting and borrowing powers of Directors are as follows:-

**Article 81**

The business of the Company shall be managed by the Directors, who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in general meeting, subject nevertheless to these presents, to the provisions of the Act, and to such regulations, being not inconsistent with these Articles or such provisions, as may be prescribed by ordinary resolution of the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if the regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. Any sale or disposal by the Directors of a substantial portion of the Company's main undertaking or property shall be subject to ratification by shareholders in general meeting.

**20. OTHER GENERAL INFORMATION (cont'd)**

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**Article 83**

The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company or its predecessors in business or of any company which is a subsidiary or associate company of the Company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and holding or who held any salaried employment or office in the Company or such predecessors or other company and the wives, widows, families and dependents of any such persons, and may make payments for or towards the insurance of any such persons as aforesaid, and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Subject always, if the Act shall so require, to particulars with respect thereto being disclosed to the members and to the proposal being approved by the Company by ordinary resolution, a Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emoluments. A Director may be counted in the quorum present at a meeting upon the consideration of a motion in respect of any matter referred to in this Article and may vote as a Director upon any resolution in respect of any such matter notwithstanding that he is personally interested in such matter but only where such matter is intended to be for the benefit generally of all, or any class or classes, of such employees and servants or former employees or servants (including Directors or other officers) and/or their respective wives, widows, families and dependents.

**Article 86**

- (A) The Directors may borrow or raise money from time to time for the Company and its subsidiaries or secure the payment of such sums as they think fit and may secure the repayment or payment of such sums by mortgage or charge upon all or any of the property or assets of the Company (both present and future) including its uncalled capital for the time being or by the issue of bonds, notes or debentures (whether at par or at a discount or premium) or otherwise as they may think fit.
- (B) The Directors may exercise all the powers of the Company to guarantee the payment of money payable under contracts or obligations of any related company with or without securities.
- (C) The Directors shall not borrow any money or mortgage or charge any of the Company or the subsidiaries' undertaking, property, or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

**20. OTHER GENERAL INFORMATION (cont'd)****20.2.4 Changes in Capital and Variation of Class Rights**

The provision in the Articles of Association of the Company dealing with changes in capital and variation of class rights, which are no less stringent than those required by law are as follows:-

**Article 6**

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

**Article 7**

The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not unless otherwise expressly provided by the terms of issue of such shares be deemed to be modified by the creation or issue of further shares ranking *pari passu* therewith.

**Article 8**

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 presents, the Act and the provisions of any resolution of the Company, shares in the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of such shares to such persons on such terms and conditions and at such times as the Directors may determine, but the Directors in making any such allotment or disposal or granting any such option of shares shall comply with the following conditions:-

- (A) No shares be issued at a discount except in compliance with the provisions of Section 59 of the Act;
- (B) In the case of shares offered to the public for subscription, the amount payable on application on each share shall not be less than five (5%) per cent of the nominal amount of the share;



**20. OTHER GENERAL INFORMATION (cont'd)**

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- (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) No issue of shares shall be made which will have the effect of transferring a controlling interest in the Company to any person or corporation without the prior approval of the members of the Company in general meeting;
- (E) No Director shall participate in an issue of shares to employees of the Company unless the members in general meeting have approved of the specific allotment to be made to such Director and he holds office in the Company in an executive capacity;
- (F) Notwithstanding Article 8(E) hereof, any non-executive director may so subscribe and participate in an issue of shares of the Company pursuant to a public issue or public offer PROVIDED ALWAYS that no special allotment or options shall be granted to him;
- (G) (1) Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and any new shares from time to time to be created shall before they are issued be offered to the members who are as at the date of the offer entitled to receive notices of general meetings of the Company in proportion as nearly as the circumstances admit to the number of existing shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to the Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner dispose of any such new or original shares as aforesaid, which by reason of the proportion borne by them to the number of shares held by persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.
- (2) Notwithstanding sub-paragraph (1) above the Company may apply to the Stock Exchange for waiver of convening Extraordinary General Meetings to obtain shareholders' approval for further issues of shares (other than bonus or rights issues) where:
  - (a) in accordance with the provisions of Section 132(D) of the Act, there is still in effect a resolution approving the issuance of shares by the Company; and
  - (b) the aggregate of the shares issued in any one financial year (other than by way of bonus or rights issues) does not exceed ten (10%) per cent of the issued share capital of the Company.

**20. OTHER GENERAL INFORMATION (cont'd)**

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- (H) Notwithstanding any provisions in these Articles to the contrary and subject to the Rules, the Act, the Central Depositories Act and KLSE Listing Requirements, all new issues of securities for which listing is sought shall be 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 Requirement. 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 appropriate entries in the Securities Accounts of such allottees.

**Article 39**

The Company in general meeting may from time to time by ordinary resolution increase its capital by such sum, to be divided into shares of such nominal amounts, as the resolution shall prescribe.

**Article 40**

The Company may simultaneously with the resolution increasing the capital or at any time thereafter give any lawful directions as to the issue of the new shares. In default of any such direction, or so far as the same shall not extend, the new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

**Article 41**

- (A) The Company in general meeting may by ordinary resolution:-
- (1) consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares;
  - (2) subdivide its shares, or any of them, into shares of smaller nominal amount than is specified in the Memorandum of Association (subject nevertheless to the provisions of Section 62(1)(d) of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares;
  - (3) 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 or which have been forfeited, and diminish the amount of its capital by the amount of the shares so cancelled;
  - (4) subject to the provisions of the Act, convert any class of shares into any other class of shares.
- (B) The Company may also by special resolution reduce its share capital and any capital redemption reserve fund, share premium account or other undistributable reserve in any manner and with and subject to any incident authorised and consent required by law.

**20. OTHER GENERAL INFORMATION (cont'd)**

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**20.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

- (a) The names, addresses and professions of the Directors are set out in Section 1.0 of this Prospectus.
- (b) A Director is not required to hold any qualification shares in the Company, unless otherwise so fixed by the Company in general meeting.
- (c) None of the Directors of the Company has any existing or proposed service contracts with the Company or any of its subsidiary companies including contracts expiring, or determinable by the Company without payment or compensation (other than statutory compensation) within one year.
- (d) The remuneration paid to the Directors of the Group for services rendered in all capacities to the Group FYE 31 March 2003 amounted to RM1,028,695. For the financial year ending 2004, the forecast aggregate remuneration and fee payable to the Directors of the Company and its subsidiary companies is RM1,076,820.
- (e) Save as disclosed in Section 13.1.1 of this Prospectus, none of the Directors or substantial shareholders of the Company has any interest, direct or indirect, in the promotion of or in any assets acquired or proposed to be acquired or assets disposed of or proposed to be disposed of or leased to or proposed to be leased to the Company or any of its subsidiary companies within the two (2) preceding years from the date of this Prospectus which is significant in relation to the business of the Group undertaken as a whole.
- (f) Save as disclosed in Section 13.1.2 of this Prospectus, none of the Directors or substantial shareholders has any interest, direct or indirect in any business carrying on a similar trade and the Company and its subsidiary companies.
- (g) None of the Directors or substantial shareholders of the Company is materially interested in any contract or arrangement and which is significant in relation to the business of the Group.
- (h) No Director, Senior Executive Officer or person nominated to become a Director or Senior Executive Officer of TIGB is or was involved in the following events:
  - (i) a petition under any bankruptcy laws filed against such a person or any partnership in which he was or is a partner or any corporation of which he was or is a Senior Executive Officer;
  - (ii) a conviction in a criminal proceeding or is named subject of a pending criminal proceeding;
  - (iii) 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 or engaging in any type of business practice or activity; or
  - (iv) has been disqualified to act as a director under the Companies Act, 1965.

**20. OTHER GENERAL INFORMATION (cont'd)**

- (i) According to the Register of Directors' shareholding of TIGB as at the date of this Prospectus, the names and the respective interests of the Board before and after the Offer for Sale and Public Issue are as follows:

Name	Nationality	Before the Offer for Sale and Public Issue				After the Offer for Sale and Public Issue			
		←---Direct---→		←---Indirect---→		←---Direct---→		←---Indirect---→	
		No. of Shares held	%	No. of Shares held	%	No. of Shares held	%	No. of Shares held	%
Tuan Hj. Yusoff bin Daud	Malaysian	10,499,982	30.00	-	-	8,400,005	21.00	-	-
Song Kok Cheong	Malaysian	4,000,032	11.43	1,281,034 <sup>(1)</sup>	3.66	3,200,025 <sup>(2)</sup>	8.00	1,024,826 <sup>(1)</sup>	2.56
Ng Chong You	Malaysian	4,705,930	13.45	-	-	3,764,743 <sup>(3)</sup>	9.41	-	-
Yap Yee Kian	Malaysian	1,130,326	3.23	-	-	904,260 <sup>(4)</sup>	2.26	-	-
Lim Guan Lee	Singaporean	5,130,728	14.66	-	-	4,104,581	10.26	-	-
Tham Kut Cheong	Malaysian	-	-	-	-	-	-	-	-
You Tong Lioung @ Yew Tong Leong	Malaysian	-	-	-	-	-	-	-	-

Notes:

<sup>(1)</sup> Deemed interested by virtue of his spouse's shareholding in TIGB

<sup>(2)</sup> Excluding the 44,000 Public Issue Shares, which will be offered to him pursuant to Section 6.4(c) of this Prospectus

<sup>(3)</sup> Excluding the 44,000 Public Issue Shares, which will be offered to him pursuant to Section 6.4(c) of this Prospectus

<sup>(4)</sup> Excluding the 44,000 Public Issue Shares, which will be offered to him pursuant to Section 6.4(c) of this Prospectus

- (j) According to the Register of Substantial Shareholders as at the date of this Prospectus, the names and the respective interests of the substantial shareholders of the Company before and after the Offer for Sale and Public Issue are as follows:

Name	Nationality	Before the Offer for Sale and Public Issue				After the Offer for Sale and Public Issue			
		←---Direct---→		←---Indirect---→		←---Direct---→		←---Indirect---→	
		No. of Shares held	%	No. of Shares held	%	No. of Shares held	%	No. of Shares held	%
Tuan Hj. Yusoff bin Daud	Malaysian	10,499,982	30.00	-	-	8,400,005	21.00	-	-
Song Kok Cheong	Malaysian	4,000,032	11.43	1,281,034 <sup>(1)</sup>	3.66	3,200,025 <sup>(2)</sup>	8.00	1,024,826 <sup>(1)</sup>	2.56
Ng Chong You	Malaysian	4,705,930	13.45	-	-	3,764,743 <sup>(4)</sup>	9.41	-	-
Lim Guan Lee	Singaporean	5,130,728	14.66	-	-	4,104,581	10.26	-	-
Fong Po Yin	Malaysian	1,281,034	3.66	4,000,032 <sup>(2)</sup>	11.43	1,024,826	2.56	3,200,025 <sup>(2)</sup>	8.00

Notes:

<sup>(1)</sup> Deemed interested by virtue of his spouse's shareholding in TIGB

<sup>(2)</sup> Deemed interested by virtue of her spouse's shareholding in TIGB

<sup>(3)</sup> Excluding the 44,000 Public Issue Shares, which will be offered to him pursuant to Section 6.4(c) of this Prospectus

<sup>(4)</sup> Excluding the 44,000 Public Issue Shares, which will be offered to him pursuant to Section 6.4(c) of this Prospectus

- (k) Save as disclosed in Section 3(iv) in this Prospectus, there are no other persons, so far as known to the corporation, who directly or indirectly, jointly or severally, exercise control over TIGB. The particulars of the proportion of the voting capital held by each person are as disclosed in the aforesaid section.

**20. OTHER GENERAL INFORMATION (cont'd)**

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**20.4 GENERAL INFORMATION**

- (a) The nature of the Company's business and the names of all corporations, which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 are set out in Section 7 of this Prospectus.
- (b) Save as disclosed in Section 7 of this Prospectus, the Company has not established a place of business outside Malaysia.
- (c) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 21 of this Prospectus.
- (d) The time of the opening of the Applications of the IPO is set out in Section 21.1 of this Prospectus.
- (e) The amount payable in full on application of the Offer for Sale and Public Issue is RM1.40 per share.
- (f) Save for the Public Issue pursuant to 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.
- (g) Save as disclosed in this Prospectus, the Directors of the Company are not aware of any material information including trading factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Company or its subsidiary or associated companies.
- (h) Save as disclosed in Section 20.3 (d) of this Prospectus, no amount or benefit has been paid or given within two (2) preceding years of the date of this Prospectus nor is it intended to be so paid or given, to any Promoter.
- (i) Save as disclosed in Section 6.7 of this Prospectus, no commission, discounts, brokerage or other special terms has been paid or granted or is payable by the Company or its subsidiary companies to any Director, Promoter or expert within two (2) years preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the Company or its subsidiary companies or in connection with the issue or sale of any capital of the Company or any of its subsidiary companies and no Director or Promoter or expert is or are entitled to receive any such payment.
- (j) Save as disclosed in this Prospectus, no capital of the Company or its subsidiary companies has been issued or is proposed to be issued as partly or fully paid-up otherwise than for cash within the two (2) years preceding the date of this Prospectus.
- (k) Save as disclosed in this Prospectus, no capital of the Company or its subsidiary companies has been issued or is proposed to be issued for cash within the two (2) years preceding the date of this Prospectus.
- (l) As at the date of this Prospectus, the Company and its subsidiary companies do not have any outstanding convertible debt securities.
- (m) The name and address of the Auditors of the Company are set out in Section 1.0 of this Prospectus.
- (n) Save as disclosed in this Prospectus, there are no persons who, directly or indirectly, jointly or severally, exercise control over the corporation and particulars of the proportion of the voting capital held.

**20. OTHER GENERAL INFORMATION (cont'd)**

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**20.5 MATERIAL CONTRACTS**

Set out below are details of contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by TIGB and its subsidiary companies during the two (2) years immediately preceding the date of this Prospectus:

- (i) Conditional shares acquisition agreement dated 18 October 2002 made between TIGB and the vendors of TISB for a purchase consideration of RM31,611,684 to be satisfied through the issue of 29,999,998 Shares in TIGB at an issue price of approximately RM1.05 per Share;
- (ii) Supplementary shares acquisition agreement dated 1 August 2003 made between TIGB and the vendors of TISB for a purchase consideration of RM31,611,684 to be satisfied through the issue of 28,999,998 Shares in TIGB at an issue price of approximately RM1.09 per Share;
- (iii) Underwriting Agreement dated 12 September 2003 between TIGB and OSK, for the underwriting of 4,000,000 Public Issue Shares. In respect of the 2,000,000 Public Issue Shares which will be made available for application by the Malaysian public, underwriting commission of 1.75% of the offer/issue price of RM1.40 per Share is payable by the Company to the Underwriter. In respect of the 2,000,000 Public Issue Shares which will be made available for application by the eligible Directors, employees and business associates (comprising customers and suppliers) of TIGB Group, underwriting commission of 0.50% of the offer/issue price of RM1.40 per Share is payable by the Company to the Underwriter; and
- (iv) Placement Agent Agreement dated 12 September 2003 between TIGB and OSK, for the placement of 3,000,000 Offer Shares and 1,000,000 Public Issue Shares, for a placement fee of 1.25% of the offer/issue price of RM1.40 per Share, and a management fee is also payable by the Company at a fee of RM10,000.

**20.6 MATERIAL LITIGATIONS**

As at 12 September 2003, being the latest practicable date prior to the printing of this Prospectus, neither TIGB nor any of its subsidiary or associated companies is engaged in any material litigations either as plaintiff or defendant which has a material effect on the financial position of the Group and the Directors of the Company and its subsidiary and associated companies have no knowledge of any proceedings pending or threatened against the Company and its subsidiary or associated companies or of any facts likely to give rise to any proceedings which might materially affect the position and business of the Company and/or its subsidiary and associated companies.

**20. OTHER GENERAL INFORMATION (cont'd)****20.7 MATERIAL AGREEMENTS**

Save as disclosed below, there does not exist any material agreements or informal arrangement or understanding entered into by the Group in the ordinary course of business (including but not limited to shareholders' agreements underlying the basis of the Company / Group's business, supplier agreements, customer agreements, insurance policies and Director's service agreements) within the two (2) years preceeding the date of this Prospectus.

The Group has entered into sales agreements with its customers, which include the following:-

- (i) TPPSB has entered into a sales agreement with Percetakan Jiwabaru Sdn. Bhd. dated 18 September 2002 for the purchase of one (1) unit of Creo Trendsetter CTP System;
- (ii) TPPSB has entered into a sales agreement with Thumbprints Utd. Sdn. Bhd. dated 30 October 2002 for the purchase of one (1) unit of Creo Trendsetter CTP System;
- (iii) TPPSB has entered into a sales agreement with Kian Joo Can Factory Bhd. dated 28 January 2003 for the purchase of one (1) unit of Creo Trendsetter CTP System; and
- (iv) TPPSB has entered into a sales agreement with Star CTP Imaging Sdn. Bhd. dated 28 February 2003 for the purchase of one (1) unit of Creo Trendsetter CTP System.

The Group has purchased insurance policies with total coverage of RM59,874,000 from Allianz General Insurance Malaysia Berhad for a period of twelve (12) months from 1 April 2003 to 31 March 2004, subject to yearly renewals, which include the following:-

- (i) fire for TISB's building, plant and machinery, stock, removal of debris and rental, TDNSB's building, stock, plant and machinery and removal of debris, TPPSB's building and stock, Toyo (Penang)'s building, stock and furniture and fittings and Toyo (Perak)'s building, stock and materials, plant and machinery;
- (ii) fire consequential loss for TISB, TDNSB and TPPSB's gross profit, wages and auditors' fees;
- (iii) machinery and equipment for TISB's plant and equipment, TDNSB's plant and equipment, TPPSB's air conditioners, furniture and fittings, computers, office automation system, computer peripherals, computer processors and accessories;
- (iv) mobile plant and machinery for TPPSB's one (1) unit of forklift;
- (v) burglary for TISB Group's plant and machinery and cash in locked safe;
- (vi) group personal accident for TISB Group's employees including Directors;
- (vii) public liability for TISB Group to cover liability arising from accidents; and
- (viii) fidelity guarantee for TISB Group's employees.

**20.8 PUBLIC TAKEOVERS**

During the financial year and the current financial year there were:

- (i) no public take-over offer by third parties in respect of the Company's shares; or
- (ii) no public take-over offer by the Company in respect of other companies' shares.

**20. OTHER GENERAL INFORMATION (cont'd)**

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**20.9 CONSENTS**

- (a) The written consents of the Adviser, Underwriter, Placement Agent, Solicitors, Principal Bankers, Share Registrar, Company Secretary, Issuing House and Chartered Architect 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 Reporting Accountants' letters on the consolidated profit forecast for the financial year ending 31 March 2004 and the proforma consolidated balance sheets as at 31 March 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.
- (c) The written consents of the Valuer to the inclusion in this Prospectus of their names and Valuation Certificate in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (d) The written consents of the Independent Market Research Consultant to the inclusion in this Prospectus of their names and Independent Market Research Report in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

**20.10 DOCUMENTS AVAILABLE FOR INSPECTION**

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

- (a) Memorandum and Articles of Association of the TIGB Group;
- (b) The material contracts referred to in Section 20.5 of this Prospectus;
- (c) The material agreements referred to in Section 20.7 of this Prospectus;
- (d) The Accountants' Report and Directors' Report, referred to in Sections 16.0 and 19.0, respectively, of this Prospectus;
- (e) The Reporting Accountants' letter relating to the consolidated profit forecast for the financial year ending 31 March 2004 referred to in Section 15.6 of this Prospectus;
- (f) The letters of consent referred to in Section 20.8 of this Prospectus;
- (g) Audited financial statements of TIGB and its subsidiary and associated companies for the five (5) for FYE 31 March 2003;
- (h) The Valuation Certificate as included in Section 17.0 of this Prospectus together with the valuation reports dated 22 August 2002, 27 August 2002, 10 September 2002, 17 September 2002 and 23 September 2002 as referred therein; and
- (i) The Independent Market Research Report as included herein.



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**20. OTHER GENERAL INFORMATION (cont'd)**

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**20.11 RESPONSIBILITY STATEMENT**

OSK acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the public offering and is satisfied that any profit and/or cashflow forecast (for which the Directors of the company are fully responsible), prepared for inclusion in the Prospectus have been stated by the Directors after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

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

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