
13.0 KB ESOS

KB has proposed to implement an ESOS, for the benefit of the Group's full-time executive directors and employees, not earlier than one (1) year from the date of the listing of the KB Shares on the KLSE. No option has been granted under the ESOS as at the date of this Prospectus. The ESOS was approved on 26 July 2000.

The implementation of the ESOS is subject to, amongst others, the approval of the KLSE, the shareholders of KB on the allocation of options to the directors of the KB Group and the KB Group's compliance with the condition imposed by the SC as outlined in Section 6.0, item (viii) of this Prospectus.

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14.0 ADDITIONAL INFORMATION

14.1 Share Capital

1. No ordinary 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.
2. 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.
3. Other than the 1,570,000 KB Shares reserved for the eligible directors and employees of the KB Group under the Public Issue and the KB Shares to be issued under the ESOS, no capital of the Company or any of its subsidiary companies is under option or agreed conditionally or unconditionally to be put under option.
4. Other than the 1,570,000 KB Shares reserved for the eligible directors and employees of the KB Group under the Public Issue and the KB Shares to be issued under the ESOS, no person has been or is entitled to be given or has exercised any option to subscribe for any share, stock or debenture of the Company or its subsidiary companies.
5. As at the date of the Prospectus, the Company and its subsidiary companies do not have any outstanding convertible debt securities.
6. Save as disclosed in Section 4.2.1 of this Prospectus, no share, stock or debenture of the Company or its subsidiary companies, within the two (2) years immediately preceding the date of issue of this Prospectus, has been issued or been agreed to be issued or is proposed to be issued as fully or partly paid-up, for cash or otherwise than in cash.
7. Other than the 1,570,000 KB Shares reserved for the eligible directors and employees of the KB Group under the Public Issue and the KB Shares to be issued under the ESOS, there is no other scheme for or involving the employees of the Group in the share capital of the Company or its subsidiary companies as of to date.
8. Save for the Public Issue and the ESOS, 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.

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14.0 ADDITIONAL INFORMATION (Cont'd)

14.2 Articles of Association**14.2.1 Transfer of Securities**

The following provisions are reproduced from the Articles of Association of the Company, the Main Board Listing Requirements of the KLSE, the Companies Act, 1965 and the Rules of MCD in respect of the arrangements for the transfer of shares of the Company and restrictions on their free transferability.

(i) Articles of Association***Article 16*** (Lien may be enforced by sale of shares)

The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

Article 17 (Directors may effect transfer)

To give effect to any such sale, the Directors may authorise any person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale and the remedy of the holder of such share or of any person claiming under or through him in respect of any alleged irregularity or invalidity, shall be against the Company.

Article 25 (Transfers of Deposited Shares)

The transfer of any securities (including shares) or class of securities (including shares) which have been deposited with the Central Depository (including Deposited Shares) shall be by way of book entry by the Central Depository pursuant to the Central Depositories Act in accordance with the Rules and, notwithstanding Sections 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 such securities.

Article 26 (Other transfers)

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

14.0 ADDITIONAL INFORMATION (Cont'd)

Article 27 (Suspension of registration)

- (1) Subject to the provisions of the Central Depositories Act and the Rules, the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine not exceeding in the whole, thirty (30) days in any year. Twelve (12) clear market days' notice, or such other period as may from time to time be specified, extended or prescribed by the Exchange governing the Register, of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. The said notice shall state the period and purpose or purposes for which the Register is being closed. The Company shall give notice in accordance with the Rules to the Central Depository to prepare the appropriate Record of Depositors.
- (2) The Company shall comply with the Rules and the rules of the Exchange, where applicable, as to suspension in the trading of its shares.

Article 28 (Renunciation by allottee)

Subject to the provisions of these Articles, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person.

Article 31 (Share of deceased, bankrupt or insolvent Member)

Subject to the provisions of the Act, the Central Depositories Act and the Rules, any person becoming entitled to a share in consequence of the death, bankruptcy, insolvency or winding up of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof. The Directors shall in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death, bankruptcy, insolvency or winding up. Nothing herein contained shall release the estate of a deceased shareholder from any liability in respect of any share which had been held by him.

Article 32 (Notice of election)

Subject to Article 33, if any person so becoming entitled elects to register himself, he shall deliver or send to the Company, a notice in writing signed by him and stating that he so elects, Provided That where the share is a Deposited Share and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Central Depository together with such other relevant documents as may be required by the Central Depository. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by that Member.

14.0 ADDITIONAL INFORMATION (Cont'd)

Article 34 (Transmission of securities from Foreign Register)

(1) Where :

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

the Company shall, upon request of a holder of shares or other securities, permit a transmission of shares or other securities held by such holder of shares or other securities 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 shares or other securities; and
 - (ii) the transmission shall be executed by causing such shares or securities to be credited directly into the securities account of such holder of shares or other securities.
- (2) For the avoidance of doubt, where the Company fulfills the requirements of subparagraphs (a) and (b) of Article 34(1), it shall not allow any transmission of shares or other securities from the Malaysian Register into the Foreign Register.

Article 41 (Proceeds of sale)

The Company may receive the consideration, if any, given for any forfeited share on any sale or disposition thereof and authorise any person to execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share (or such other necessary actions to effect the transfer if the share is a Deposited Share), and he shall not be bound to see to the application of the purchase money if any, nor shall his title to the share be affected by an irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. Any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses, shall be paid to the person entitled to the shares immediately before the forfeiture thereof or his executors, administrators or assignees or as he directs.

14.0 ADDITIONAL INFORMATION (Cont'd)

(ii) Main Board Listing Requirements of KLSE

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

Section 293A – Transfers of Securities

The transfer of any securities or class of securities of the company, shall be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding Sections 103 and 104 of the Companies Act, 1965, but subject to subsection 107C(2) 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.

Section 293B – Transmission of securities from Foreign Register**(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 Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depositories) (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 (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 (a) and (b) of Section 293B(1) shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

14.0 ADDITIONAL INFORMATION (Cont'd)

(iii) 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 right to any shares in or debentures of the company has been transmitted by operation of law.

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 other 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 or class of securities which have been deposited.

Section 107C(2)

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

(iv) 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).

14.0 ADDITIONAL INFORMATION (Cont'd)

Rule 8.05A

Transfers made by the authorised depository agent 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 two securities accounts belonging to different depositors (hereinafter the transfer is referred to as "the inter-account transfer"), to verify the following:

- (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;
- (b) the Transferring Depositor has executed the Transferor portion on 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 for transfer that is prescribed by the Central Depository from time to time after consultation with the Securities Commission; and
- (d) documents to support the reason for the transfer.

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14.0 ADDITIONAL INFORMATION *(Cont'd)*

14.2.2 Remuneration of Directors

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

Article 91 (Directors' remuneration)

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

- (a) fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.
- (b) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments must 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.

Article 92 (Reimbursement of expenses)

- (1) The Directors may be paid all their travelling and other expenses properly and necessarily expended by them respectively in and about the business of the Company and the performance of their duties as Directors, including their travelling and other expenses incurred in attending meetings of the Company or the Directors or any committee of the Directors, as authorised or determined by a resolution of the Directors.
- (2) If any Director being willing shall be called upon by arrangement with the Directors to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Board of Directors provided that the said remuneration shall not include a commission on or percentage of profits or turnover and such remuneration need not be determined by the Company in general meeting. In the case of a Director holding executive office, such fee may be either in addition to or in substitution for his share in the fees from time to time provided for the Directors.

Article 114 (Alternate Directors)

- (1) Each Director shall have power from time to time to nominate another Director or any person (not being a Director) to act as his alternate Director and at his discretion by way of a notice to the Company remove such alternate Director, but the appointment of such alternate Director shall not take effect until approved by a majority of the other Directors PROVIDED ALWAYS that any fee paid by the Company to an alternate Director, as that Director may by notice in writing to the Company from time to time direct, shall be deducted from that Director's remuneration.

14.0 ADDITIONAL INFORMATION (Cont'd)

- (2) An alternate Director shall (except as regards the power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors (including as to reimbursement of expenses as provided in Article 92), and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present.
- (3) Any appointment or removal of an alternate Director may be made by cable, telegram, radiogram, facsimile transmission or telex effected by notice in writing under the hand of the Director making the same or in any other manner approved by the Directors. Any cable, telegram or radiogram shall be confirmed as soon as possible by letter, but may be acted upon by the Company in the meanwhile.
- (4) If a Director making any such appointment as aforesaid shall cease to be a Director (otherwise than by reason of vacating his office at a meeting of the Company at which he is then re-elected), the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.
- (5) A Director shall not be liable for the acts and defaults of any alternate Director appointed by him.
- (6) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

Article 116 (Remuneration of Director holding executive office)

The remuneration of a Director holding an executive office pursuant to these Articles shall be fixed by the Directors and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of turnover and such remuneration need not be determined by the Company in general meeting.

Article 118 (Power of Directors to appoint committees)

The Directors may establish any committees, local boards or agencies comprising two (2) or more persons for managing any other affairs of the Company either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretion vested in the Directors, with power to sub-delegate, and may authorise the member or members of any such committee or local board or agency or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Director may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby. The regulations herein contained for the proceedings of Directors shall so far as not altered by any regulations made by the Directors apply also to the meetings and proceedings of any committee.

14.0 ADDITIONAL INFORMATION (Cont'd)

14.2.3 Voting and Borrowing Powers of Directors

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

Article 94 (Business of Company to be managed by Directors)

The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by these Articles required to be exercised by the Company in general meeting, subject nevertheless, to any of these Articles, to the provisions of the Act, and to such resolutions, not being inconsistent with these Articles or the provisions of the Act as may be prescribed by the Company in general meeting but no resolution made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.

Article 95 (Limitations on Directors' powers)

The Directors shall not without the prior approval of the Company in general meeting :

- (a) carry into effect any proposal or transaction for the acquisition of any undertaking or property of a substantial value, or the disposal of a substantial portion of the Company's main undertaking or property;
- (b) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
- (c) subject to Sections 132E and 132F of the Act, enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director, to acquire from or dispose to such a Director or person, any non-cash assets of the requisite value.

Article 96 (Directors' borrowing powers)

- (1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, any of its subsidiaries or any other related corporation as may be thought fit.
- (2) The Directors shall not borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

14.0 ADDITIONAL INFORMATION (Cont'd)

Article 97 (Power to maintain pension fund)

The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such person as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in general meeting.

Article 98 (Power to use official seal)

The Directors may exercise all the powers of the Company conferred by the Act in relation to any official seal for use outside Malaysia and in relation to branch registers.

Article 99 (Appointment of attorneys)

The Directors may from time to time by power of attorney under the Seal, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney/attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.

Article 100 (Signing of cheques etc.)

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed (as the case may be) in such manner as the Directors may from time to time by resolution determine.

Article 110 (Restriction on voting)

A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same, in the quorum present at the meeting.

14.0 ADDITIONAL INFORMATION (Cont'd)

Article 111 (Relaxation of restriction of voting)

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 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.

Article 112

A Director may vote in respect of :

- (a) any arrangement for giving the Director himself or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company;
- (b) any arrangement for the giving by the Company of any security to a related corporation 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.

Article 158 (Alteration of articles)

Subject to the Act and to the prior written approval of the Exchange, the Company may by special resolution delete, alter or add to these Articles.

14.2.4 Changes in Capital and Variation of Class Rights

The provisions in the Articles of Association of the Company as to the changes in capital or variation of class rights which are no less stringent than those provided in the Companies Act, 1965 are as follows :

Article 3 (Power to issue shares with special rights)

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act and to these Articles, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise (and whether ranking equally with, or in priority to, shares already issued) as the Directors, subject to any ordinary resolution of the Company, may determine.

Article 4 (Allotment of shares)

- (1) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of these Articles and the Act and to the provisions of any resolution of the Company, shares in the Company may be issued by the Directors, who may allot, 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, grant of options over or disposal of shares shall comply with the following conditions:

14.0 ADDITIONAL INFORMATION (Cont'd)

- (a) no shares shall be issued at a discount except in compliance with the provisions of Section 59 of the Act;
- (b) in the case of shares offered to the public for subscription, the amount payable on application on each share shall not be less than five per cent (5%) of the nominal amount of the share;
- (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, company or syndicate without the prior approval of the Members in general meeting;
- (e) every issue of options to employees and/or Directors of the Company shall be approved by the Members in general meeting;
- (f) no Director shall participate in an issue of shares to employees unless:
 - (i) the Members in general meeting have approved of the specific issue or allotment of shares to be made to such Director; and
 - (ii) such Director holds office in the Company in an executive capacity PROVIDED ALWAYS that a Director not holding office in an executive capacity may so participate in any issue of shares pursuant to a public issue or public offer or special issue, such participation to be approved by the relevant authorities.

Article 5 (Rights of preference shareholders)

Subject to the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed but the total nominal value of the issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time and the Company shall not issue preference shares ranking in priority above preference shares already issued, but may issue preference shares ranking equally therewith. Preference shareholders shall have the same rights as ordinary shareholders in relation to receiving notices, reports and audited accounts and attending general meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened:

- (a) where any resolution is to be submitted to the meeting:
 - (i) for the purpose of reducing the share capital of the Company, winding up the Company or disposing of the whole of the property, business or undertaking of the Company; or
 - (ii) which affects their rights and privileges;
- (b) when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months; or
- (c) during the winding up of the Company.

14.0 ADDITIONAL INFORMATION (Cont'd)

Article 6 (Repayment of preference capital)

Notwithstanding Article 7, the repayment of preference share capital other than redeemable preference shares, or any alteration of preference shareholder's 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 obtained from the holders of at least three-fourths 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 (Modification of class rights)

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied, modified, abrogated or dealt with if the consent in writing of the holders of at least three-fourths of the issued shares of that class, or the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class is obtained. To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy, one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of Section 152 of the Act shall with such adaptations as are necessary, apply.

Article 8 (Ranking of class rights)

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

Article 44 (Purchase of own shares)

Subject to and in accordance with the provisions of the Act and such other relevant law, regulation or guideline for the time being in force, the Company is allowed and shall have power, to the fullest extent permitted, to purchase any of its own shares and thereafter, the Directors may resolve and shall have the fullest power to deal with such purchased shares in accordance with the provisions of the Act and such other relevant law, regulation or guideline.

Article 49 (Power to increase capital)

The Company may from time to time in accordance with the Act, 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 passed at a general meeting 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 (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any) or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorising such increase directs.

14.0 ADDITIONAL INFORMATION (Cont'd)

Article 50 (Offer of unissued original shares and new shares)

Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are stated in the Record of Depositors as being entitled to. Such offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares held by persons entitled to an offer of new shares or securities or by reason of any other difficulty in apportioning the same) cannot, in the opinion of the Directors be conveniently offered in the manner provided under this Article.

Article 51 (Approval in extraordinary general meeting)

Subject to these Articles and notwithstanding the existence of a resolution pursuant to Section 132D of the Act, the Company shall not issue any shares if the nominal value of those shares, when aggregated with the nominal value of any such shares or convertible securities issued during the preceding twelve (12) months, exceeds 10% of the nominal value of the issued and paid-up capital of the Company, except where the shares are issued with the prior approval of the Members in general meeting of the precise terms and conditions of the issue. In working out the number of shares that may be issued by the Company, each convertible security shall be counted as the maximum number of shares into which it can be converted or exercised.

Article 52 (New shares to rank with original shares)

Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

Article 53 (Power to alter capital)

The Company may from time to time by ordinary resolution in general meeting:

- (a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) sub-divide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association by subdivision of its existing shares or any of them subject nevertheless to the provisions of the Act and so that as between the resulting shares, one or more of such shares may, by the resolution by which such sub-division is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such shares; and

14.0 ADDITIONAL INFORMATION (Cont'd)

- (d) cancel 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 share capital by the amount of the shares so cancelled.

Article 54 (Power to reduce capital)

The Company may by special resolution (if required) reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any authorisation, and consent required by law.

14.3 Directors and Substantial Shareholders

1. The names, addresses and occupations of the Directors of the Company are set out under the Corporate Directory of this Prospectus.
2. A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in a general meeting.
3. None of the Directors or proposed Directors of the Company has any existing or proposed service contract with the Company or any of its subsidiary companies, excluding contracts expiring or determinable by the employing company without payment or compensation (other than statutory compensation) within one (1) year.
4. For the financial year ended 31 December 1999 and the nine (9) months ended 30 September 2000, the aggregate remuneration paid to the Directors for services rendered in all capacities to the Company and its subsidiary companies amounted to RM370,540 and RM352,730 respectively. For the financial year ended 31 December 2000 and the current financial year ending 31 December 2001, the amount payable to the Directors for services to the Company and its subsidiary companies in the aforesaid capacities is estimated to be RM453,440 and RM450,000 respectively.
5. 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 December 1999.
6. No Director, senior executive officer or person nominated to become Director, or senior executive officer is or was involved in the following events:
 - (a) a petition under any bankruptcy laws filed against such person or any partnership in which he was a partner or any corporation of which he was an executive officer;
 - (b) conviction in a criminal proceeding or is a named subject of a pending criminal proceeding; or
 - (c) the subject of an order, judgement or ruling of any court of competent jurisdiction, tribunal or governmental body 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.
7. No amount or benefit has been paid or is intended to be paid or given to any promoter within the two (2) years preceding the date of this Prospectus.

14.0 ADDITIONAL INFORMATION (Cont'd)

8. The direct and indirect interests of the Directors in the Company before and after the Public Issue, are set below:

Name of Directors	Before the Public Issue				After the Public Issue			
	Direct		Indirect		Direct [^]		Indirect	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
Dato' Haji Mohamed Moiz bin J. M. Ali Moiz	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Lim Kang Swee	8,994,000	14.29	-	-	9,004,000	12.16	-	-
Abdul Aziz bin Ismail	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Aznam bin Mansor	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Dato' Lim Kang Hoo	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Khoo Nang Seng @ Khoo Nam Seng	4,475,000	7.11	-	-	4,485,000	6.06	-	-
Lim Ts- Fei	-	-	-	-	10,000	0.01	-	-
Dr. Wong Kai Fatt	-	-	-	-	10,000	0.01	-	-

Notes:

* Deemed interested by virtue of his interests in KPSB pursuant to Section 6A of the Companies Act, 1965. The 41,910,000 KB Shares will be deposited into the CDS account of KPSB during the prescribed period for the deposit of the KB Shares with MCD but prior to the Public Issue.

[^] Assuming a pink form allocation of 10,000 KB Shares each

9. The direct and indirect interests of the substantial shareholders (holding two (2) % shareholding or more) in the Company before and after the Public Issue, are set below:

Name of Shareholders	Before the Public Issue				After the Public Issue			
	Direct		Indirect		Direct [^]		Indirect	
	No. of shares	%	No. of shares	%	No. of shares	%	No. of shares	%
KPSB	#41,910,000	66.60	-	-	41,910,000	56.60	-	-
Dato' Haji Mohamed Moiz bin J. M. Ali Moiz	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Lim Kang Swee	8,994,000	14.29	-	-	9,004,000	12.16	-	-
Abdul Aziz bin Ismail	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Aznam bin Mansor	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Dato' Lim Kang Hoo	-	-	*41,910,000	66.60	10,000	0.01	*41,910,000	56.60
Khoo Nang Seng @ Khoo Nam Seng	4,475,000	7.11	-	-	4,485,000	6.06	-	-
Wong Wai Fong	1,759,000	2.80	-	-	1,759,000	2.38	-	-
Anita Nor bt Abd Aziz	1,677,000	2.66	-	-	1,677,000	2.26	-	-
Ismail bin Ayob	1,557,000	2.47	-	-	1,557,000	2.10	-	-
Wong Siew Chin	1,388,000	2.21	-	-	1,388,000	1.87	-	-

Notes:

The 41,910,000 KB Shares will be deposited into the CDS account of KPSB during the prescribed period for the deposit of the KB Shares with MCD but prior to the Public Issue.

* Deemed interested by virtue of his interests in KPSB pursuant to Section 6A of the Companies Act, 1965.

[^] Assuming a pink form allocation of 10,000 KB Shares each.

14.0 ADDITIONAL INFORMATION (Cont'd)

KPSB is principally an investment holding company. The directors of the company will be Abdul Aziz bin Ismail, Aznam bin Mansor and Dato' Lim Kang Hoo. The shareholders of the company will be as follows:

Shareholders	No. of shares in KPSB	% held
Dato' Haji Mohamed Moiz bin J.M. Ali Moiz	4,397	43.97
Abdul Aziz bin Ismail	2,267	22.67
Aznam bin Mansor	2,267	22.67
Dato' Lim Kang Hoo	1,069	10.69
TOTAL	10,000	100.00

10. None of the Directors or major shareholders of KB has any interest, direct or indirect, in other businesses and companies carrying on a similar trade as the Company and/or its subsidiary companies.
11. Save as disclosed below, other than in the ordinary course of business of the KB Group, none of the other Directors or major shareholders of the Company has any interest, direct or indirect, in the promotion of or in any material assets acquired or proposed to be acquired or assets disposed of or proposed to be disposed of 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:
- (a) The following disclosure is in relation to the Acquisitions as set out in Section 4.2.1 of this Prospectus.

Director / Major Shareholder of KB	Nature of Interest
Dato' Haji Mohamed Moiz bin J.M. Ali Moiz	Director of WHSB and WEQSB Substantial shareholder of WHSB and WEQSB Deemed substantial shareholder of WMCSB and WMKSB*
Lim Kang Swee	Director of WHSB, WMCSB, WMKSB and WEQSB Substantial shareholder of WHSB and WEQSB Deemed substantial shareholder of WMCSB and WMKSB*
Abdul Aziz bin Ismail	Director of WHSB, WMCSB, WMKSB and WEQSB Substantial shareholder of WHSB and WEQSB Deemed substantial shareholder of WMCSB and WMKSB*
Dato' Lim Kang Hoo	Director of WHSB, WMCSB, WMKSB and WEQSB Substantial shareholder of WHSB and WEQSB Deemed substantial shareholder of WMCSB and WMKSB*

14.0 ADDITIONAL INFORMATION (Cont'd)

Director / Major Shareholder of KB	Nature of Interest
Khoo Nang Seng @ Khoo Nam Seng	Director of WHSB, WMCSB, WMKSB and WEQSB Substantial shareholder of WHSB and WEQSB Deemed substantial shareholder of WMCSB and WMKSB*
Aznam bin Mansor	Director of WHSB and WEQSB Substantial shareholder of WHSB and WEQSB Deemed substantial shareholder of WMCSB and WMKSB*

Note:

* Deemed interested by virtue of his interests in WHSB pursuant to Section 6A of the Companies Act, 1965

- (b) The following disclosure is in relation to the proposed acquisition of a piece of land together with a building as set out in Section 2.8 and 14.8.10 of this Prospectus.

Director / Major Shareholder of KB	Nature of Interest
Lim Kang Swee	Director and substantial shareholder of Pestarena Industri Sdn Bhd
Dato' Lim Kang Hoo	Director and substantial shareholder of Pestarena Industri Sdn Bhd

- (c) The following disclosure is in relation to the tenancy agreements as set out in Section 14.5 (d), (f), (g) and (h) of this Prospectus.

Director / Major Shareholder of KB	Nature of Interest
Aznam bin Mansor	Deemed substantial shareholder of Ekovest Berhad *
Dato' Lim Kang Hoo	Director and deemed substantial shareholder of Ekovest Berhad *
Khoo Nang Seng @ Khoo Nam Seng	Director and deemed substantial shareholder of Ekovest Berhad *
Lim Kang Swee	Director and substantial shareholder of Pestarena Industri Sdn Bhd
Dato' Lim Kang Hoo	Director and substantial shareholder of Pestarena Industri Sdn Bhd

Note:

* Deemed interested by virtue of their substantial shareholdings in Ekovest Holdings Sdn Bhd, a substantial shareholder of Ekovest Berhad.

14.0 ADDITIONAL INFORMATION (Cont'd)

12. Save as disclosed in Section 14.5 and 14.6 of this Prospectus, there are no other contracts or arrangements subsisting at the date of this Prospectus in which a Director or major shareholder of the Company is interested and which is significant in relation to the business of the Company and its subsidiary companies.

14.4 Material Litigation

Neither the Company nor its subsidiary companies are engaged in any material litigation, either as plaintiff or defendant, or any material claims against the Company or its subsidiary companies, or material arbitration proceedings, which has a material effect on the business or financial position of the Company or its subsidiary companies and the Directors do not know of any proceedings pending or threatened or of any facts likely to give rise to any proceedings which might materially affect the business or financial position of the Company or its subsidiary companies.

14.5 Material Contracts

Save as disclosed below, there are no material contracts (including contracts not reduced into writing), not being contracts in the ordinary course of business entered into by the Company and its subsidiary companies within the two (2) years preceding the date of this Prospectus.

- (a) Conditional Underwriting Agreement dated 13 February 2001 between KB, Alliance as the Managing Underwriter and the Underwriters mentioned under the Corporate Directory of this Prospectus for the underwriting of 9,539,000 Public Issue Shares which are available for application by the Malaysian public. The Managing Underwriter has further conditionally agreed to underwrite the Public Issue Shares made available for application by the eligible directors and employees of the KB Group but which are not taken up. Underwriting commission is payable at the rate of 1.25% of the Issue Price of RM1.60 per Public Issue Share;
- (b) Shares Acquisition Agreement dated 27 November 2000 between KB and the shareholders of WHSB for the acquisition by KB of the entire issued and paid-up share capital of WHSB comprising 5,800,000 ordinary share of RM1.00 each for a total consideration of RM28,721,314 fully satisfied by the issue of 24,975,055 new ordinary shares of RM1.00 each in KB at an issue price of RM1.15 per share;
- (c) Shares Acquisition Agreement dated 27 November 2000 between KB and the shareholders of WEQSB for the acquisition by KB of the entire issued and paid-up share capital of WEQSB comprising 500,000 ordinary shares of RM1.00 each for a total consideration of RM29,171,068 fully satisfied by the issue of 25,366,146 new ordinary shares of RM1.00 each in KB at an issue price of RM1.15 per share;
- (d) Tenancy Agreement between Ekovest Berhad (Landlord) and WHSB (Tenant) dated 1 December 1999 for No. 33-35, Front portion of 1st Floor, Wisma Ekovest, Jalan 6/50A, Taman Sri Setapak, Off Jalan Gombak, 53000 Kuala Lumpur at rental of RM5,000 per month for one (1) year from 20 November 1999 to 19 November 2000. The tenancy period was mutually agreed by both parties on 17 November 2000 to be extended for a further period of one (1) year on the same terms and conditions;
- (e) Tenancy Agreement between WHSB (Landlord) and Kejuruteraan Sahabatjaya Sdn Bhd (Tenant) dated 1 December 1999 for Lot 3658, Jalan Air Jerneh, Setapak, 53300 Kuala Lumpur at rental of RM23,500 per month for one (1) year from 1 December 1999 to 30 November 2000. The tenancy period was mutually agreed by both parties on 17 November 2000 to be extended for a further period of one (1) year on the same terms and conditions;

14.0 ADDITIONAL INFORMATION (Cont'd)

- (f) Tenancy Agreement between Pestarena Industri Sdn Bhd (Landlord) and WHSB (Tenant) dated 1 December 1999 for No.8, Jalan Kecapi 33/2, Seksyen 33, Shah Alam, Selangor Darul Ehsan held under Lot 13, Grant 36008, Lot 57664 Mukim and District of Kelang, Selangor Darul Ehsan at rental of RM26,136 per month for one (1) year from 1 December 1999 to 30 November 2000. The tenancy period was mutually agreed by both parties on 17 November 2000 to be extended for a further period of one (1) year on the same terms and conditions;
- (g) Tenancy Agreement between Ekovest Berhad (Landlord) and WMKSB (Tenant) dated 15 November 2000 for the premises bearing the address of No. 33-35, 1st Floor, Wisma Ekovest, Jalan 6/50 A, Taman Sri Setapak, Off Jalan Gombak, 53000 Kuala Lumpur (back portion of the 1st Floor) at rental of RM3,000 per month for one (1) year from 15 November 2000 to 14 November 2001; and
- (h) Tenancy Agreement between Ekovest Berhad (Landlord) and WEQSB (Tenant) dated 15 November 2000 for the premises bearing the address of MDLD 1448, Blok D, Hope Lay Industrial Building, Jalan Dam, 91100 Lahad Datu, Sabah at rental of RM1,500 per month for two (2) years from 15 November 2000 to 14 November 2002.

14.6 Material Agreements

Save as disclosed below, there are no material agreements (including but not limited to shareholders' agreements, agreements underlying the basis of the Company or its subsidiary companies' business, supplier agreements, customer agreements, insurance policies and directors' service agreements), including agreements not reduced into writing.

- (a) Contract Agreement dated 7 February 1990 between FES and WEQSB for the supply and rental of equipment, provision of labour and transportation services for a period of three (3) years with an option to extend for another two (2) years. This agreement has been further extended for a period of three (3) years to 6 February 1998 (with an option to extend up to 6 February 2000). There is a further extension for a period of three (3) years from 7 February 2000 to 6 February 2003 together with an option to extend for another two (2) years (subject to a review of the existing terms).

14.7 Public Take-Over Offers

None of the following has occurred in the last financial year and the current financial year up to the date 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.

14.8 General

1. The nature of the Company's business is set out in Section 4.0 of this Prospectus. The names of all the corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 are disclosed in Section 4.0 of this Prospectus.
2. The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 15.0 of this Prospectus.

14.0 ADDITIONAL INFORMATION (Cont'd)

3. The time of the opening and closing of the Application Lists is set out in Section 2.2 of this Prospectus.
4. The amount payable in full on application of the Public Issue is RM1.60 per KB Share.
5. All the Public Issue Shares are being issued by the Company subject to the terms and conditions of this Prospectus.
6. Underwriting commission is payable by the Company to the Managing Underwriter and Underwriters mentioned herein at the rate of 1.25% of the Issue Price of RM1.60 per Public Issue Share being underwritten and the Public Issue Shares not taken up by the eligible directors and employees of the KB Group which are made to the Malaysian public, if any.
7. Brokerage will be paid by the Company at the rate of 1.00% of the Issue Price of RM1.60 per Public Issue Share in respect of successful applications bearing the stamp of Alliance, member companies of the KLSE, members of the Association of Banks in Malaysia, members of the Association of Merchant Banks in Malaysia and MIDFCCS.
8. Estimated listing expenses incidental to the listing of and quotation for the entire issued and paid-up share capital of the Company on the KLSE Main Board amounting to approximately RM2.0 million shall be borne by the Company.
9. Save as disclosed in item 6 and 7 above, no commission, discount, brokerage or other special terms have been granted within the two (2) years immediately preceding the date of this Prospectus in connection with the issue or sale of any capital of the Company or its subsidiary companies, and no Director or proposed Director or promoter or expert is entitled to receive any such payment.
10. Save as disclosed below, no other property has been acquired or is proposed to be acquired by the Company or its subsidiary companies prior to the completion of the Public Issue:

Out of the proceeds of the Rights Issue and Public Issue, the Company has allocated a sum of RM12,300,000 to acquire a piece of freehold land together with a building for the purpose of developing a fully-integrated reconditioning factory in Shah Alam, Selangor Darul Ehsan. The Company has identified the potential property to be purchased from Pestarena Industri Sdn Bhd but has not entered into any negotiations nor entered into any agreement for the said proposed acquisition.

The said acquisition is deemed to be a related-party transaction as Mr Lim Kang Swee, the Managing Director and a substantial shareholder of KB and Dato' Lim Kang Hoo, an Executive Director and a substantial shareholder of KB are both directors and substantial shareholders of Pestarena Industri Sdn Bhd.

11. Save as disclosed in the Consolidated Profit Estimate and Forecast and assumptions of the KB Group, 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.
12. The name and address of the Auditors and Reporting Accountants of the Company are set out under the Corporate Directory of this Prospectus.

14.0 ADDITIONAL INFORMATION (Cont'd)

14.9 Consents

1. The written consent of the Adviser and Managing Underwriter, Underwriters, Auditors and Reporting Accountants, Issuing House, Registrar, Solicitors, Principal Bankers and Valuers to the inclusion in this Prospectus of their names in the manner and form in which such names appear has been given before the issue of this Prospectus and has not subsequently been withdrawn.
2. The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the consolidated profit estimate and forecast and proforma consolidated balance sheets in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.
3. The written consent of the Valuers to the inclusion in this Prospectus of their Valuation Certificate in the form and context in which it is contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

14.10 Documents Available for Inspection

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

- (a) The Memorandum and Articles of Association of the Company and its subsidiary companies;
- (b) The Reporting Accountants' Letters relating to the Consolidated Profit Estimate and Forecast for the financial year ended/ending 31 December 2000 and 2001 and Proforma Consolidated Balance Sheets as at 30 September 2000 as included herein;
- (c) The Accountants' Report and Directors' Report as included herein;
- (d) The audited accounts of KB and its subsidiary companies (where applicable) for the past five (5) financial years ended 31 December 1995 to 1999 and the nine (9) months ended 30 September 2000;
- (e) The letters of consent referred to under Section 14.9 of this Prospectus;
- (f) The material contracts referred to under Section 14.5 of this Prospectus;
- (g) The Valuers' certificate on the property as included herein together with the valuation report referred to under Section 11.0 of this Prospectus; and
- (h) The writ, cause papers and other relevant documents in respect of the matters disclosed under Section 14.4 of this Prospectus.

14.0 ADDITIONAL INFORMATION (Cont'd)

14.11 Responsibility

1. Alliance acknowledges that to the best of its knowledge and belief, this Prospectus constitutes full and true disclosure of all material facts about the Public Issue and the KB Group and has satisfied itself that the consolidated profit estimate and forecast (for which the Directors are solely responsible) have been stated by the Directors of the Company after due and careful enquiry.
2. This Prospectus has been seen and approved by the Directors of the Company and they individually and collectively accept full responsibility for the accuracy of the information given and confirm that after having made all reasonable enquiries and to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in this Prospectus misleading.

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