

XIII. STATUTORY AND OTHER INFORMATION

1. SHARE CAPITAL

- (i) No shares will be allotted on the basis of this Prospectus later than 12 months after the date of the issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. As at the date of this Prospectus, there is only one class of shares in the Company, namely, ordinary shares of RM0.50 each, all of which rank pari passu with one another.
- (iii) Save for the Offer Shares reserved for the eligible Directors, employees, customers and suppliers of the SKRB Group as disclosed in Section III(2) of this Prospectus, no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries.
- (iv) Save as disclosed in Sections V(1) and V(4) of this Prospectus, no shares, debentures, outstanding warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been or are proposed to be issued as partly or fully paid-up, in cash or otherwise than in cash, within the 2 years preceding the date of this Prospectus.
- (v) Save for the Offer Shares reserved for the eligible Directors, employees, customers and suppliers of the SKRB Group as disclosed in Sections III(2) of this Prospectus, there is currently no other scheme for or involving the Directors and employees of the SKRB Group in the share capital of the Company or its subsidiaries.
- (vi) Save as disclosed in Sections V(2) and XI of this Prospectus, no options to subscribe for any shares, stocks or debentures of the Company or its subsidiaries have been granted to or exercised by the Directors of the Company during the last financial year.

2. ARTICLES OF ASSOCIATION AND TRANSFERABILITY OF SECURITIES

The following provisions are reproduced from the Company's Articles of Association ("Articles"):

(i) Transfer of Securities

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

Article 43 – Transfer of securities

The transfer of any securities or class of listed securities of the Company shall be made by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of securities.

Article 44 – Execution requirements

The instrument of transfer of any shares in the Company shall be executed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the transferee's name is entered in the Register as the holder of that share and/or the Record of Depositors, as the case may be.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)***Article 45 – Directors' right to decline registration***

The Directors may decline to register any instrument of transfer of shares which are not fully paid (whether these are quoted or otherwise) to a person of whom they do not approve. Subject to the Act, the Listing Requirements, the Central Depositories Act and the Rules, if the Directors refuse to register a transfer they shall send to the transferee written notice of the refusal and reasons therefore.

Article 46 – Suspension of registration

Subject to the Listing Requirements and the Rules, the transfer of any securities may be suspended at such time and for such period(s) as the Directors may from time to time determine.

Article 47 – Central Depository's right to refuse transfer

The Central Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.

Article 48 – Transfer fully paid securities

Subject to the Central Depositories Act and the Rules, any member may transfer all or any of its securities by instrument in writing in the form prescribed and approved by MSEB and the Share Registrar (as the case may be). Subject to these Articles, there shall be no restriction on the transfer of fully paid-up shares except where required by law. All transfers of deposited securities shall be effected in accordance with the Act, the Central Depositories Act and the Rules.

(ii) Remuneration of Directors

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

Article 111 – Fees

Subject to these Articles, the fee of the Directors (other than fees) shall from time to time be determined by the Company in general meeting PROVIDED ALWAYS:

- (1) Directors' fees payable to Directors not holding any executive office in the Company shall be a fixed sum and shall not be payable by a commission on or percentage of profits or turnover;
- (2) salaries payable to Directors holding executive office in the Company may not include a commission on or a percentage of turnover;
- (3) all fee payable to Directors shall be deemed to accrue from day to day;
- (4) fees payable to Directors shall not be increased except pursuant to a resolution passed by the Company in general meeting, where notice of the proposed increase has been given in the notice convening the meeting; or
- (5) any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

Article 112 – Expenses

The Directors may be paid all travelling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committee of Directors or general or other meetings of the Company or in connection with the business of the Company.

Article 113 – Special remuneration

The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:

- (1) render any special or extra services to the Company; or
- (2) to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.

Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits (other than non-executive Directors), or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover.

(iii) Voting and borrowing powers of Directors

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

Article 125 – General borrowing powers

Except as provided by Article 126, the Directors may exercise all the powers of the Company to borrow money any sum or sums from any person, bank, firm or company and to mortgage or charge its undertaking, property and uncalled capital, and any part thereof and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the Company, its Subsidiaries or any other party. The Directors may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon with power to the Directors to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and asset of the Company or otherwise. The Directors may exercise all the powers of the Company to guarantee and give guarantees or indemnities for payment of money, the performance of contracts or obligations or for the benefit or interest of the Company or its subsidiaries.

Article 126 – Restrictions on borrowing

The Directors shall not borrow any money or mortgage or charge any of the Company's or its 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.

Article 127 – Register of charges

The Company shall keep a 'register of charges' in accordance with Section 115 of the Act. No fee shall be charged for any inspection of such register by a Member or a creditor of the Company.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

Article 144 – Right to regulate proceedings

Subject to these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall (subject to Article 147) have a second or casting vote.

Articles 150 – Directors' resolution in writing

A resolution in writing signed by a majority of the Directors for the time being or their alternates not being less than 2 Directors shall be as valid and effectual as if it had been passed by a meeting of Directors duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more directors. Any such document, may be accepted as sufficiently signed by a Director if transmitted to the Company by telex, telegram, cable, facsimile or other electrical or digital written message purporting to include a signature of a Director but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate Director in that capacity.

Article 151 – Disqualification from voting

Except as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract, proposed contract, arrangement or other matter in which he has, directly or indirectly, a personal interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

- (1) in a case where the contract or proposed contract relates to any loan to the company – that he has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan; or
- (2) in a case where the contract or proposed contract has been or will be made with or for the benefit of or on behalf of a related corporation - that he is a director of that corporation.

A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

Article 152 – Separation of resolutions

Where proposals are under consideration concerning or relating to the terms of employment, consultancy or other services of or to be provided by Directors to or with the Company or any body corporate in which the Company is interested or other related matters, the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own.

Article 153 – Questions on right to vote

If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)**(iv) Changes in the share capital and variation of rights**

The provisions in the Company's Articles as to the changes in the share capital and variation of rights which are as stringent as those provided in the Companies Act, 1965 are as follows:

Article 12 – Variation of 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 (subject to Sections 55 and 65 of the Act and whether or not the Company is being wound up) be varied or abrogated with:

- (1) the consent in writing of the holders of three-fourths of the issued shares of that class within 2 months of the meeting, shall be valid and effectual as a special resolution carried at the meeting; or
- (2) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be 2 persons at least holding or representing by proxy one-third of the issued shares of the class (but so that if at any adjourned meeting of such holders, a quorum is not present, the holders present, shall form a quorum), and any holder of shares of the class present in person or by proxy may demand a poll.

Article 14 – No deemed variation

Subject to Section 65 of the Act, the rights attached to any class shall not (unless otherwise provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking in any respect *pari passu* with that class.

Article 15 – Issue of securities

Subject to the Act and these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, issue, allot (with or without conferring a right of renunciation), grant options over, grant any right or rights to subscribe for such shares or any right or rights to convert any Security into such shares, or otherwise deal with or dispose of them to such persons at such times and on such terms and conditions as they may determine.

Article 16 – Restrictions on issue

Article 15 shall be subject to the following provisions:

- (1) no Director shall participate in an issue of shares to employees unless:
 - (a) the members in general meeting have approved the specific allotment to such Director; and
 - (b) such Director holds office in an executive capacity provided that if he does not hold such office he may participate in an issue of shares pursuant to an offer or issue of shares to the public;
- (2) no shares shall be issued at a discount except in accordance with Section 59 of the Act;

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (3) the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time; and
- (4) the rights attached to shares of a class other than ordinary shares shall be expressed.

Article 17 – Rights attached to shares

Subject to the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or as the Directors (subject to them being duly authorised to do so by an ordinary resolution of the Company) may determine provided that where the capital of the Company consists of shares of different monetary denominations, voting rights shall be determined in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable.

Article 18 – Preemption

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 Members or such persons who 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 entitled. The 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 expiry 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 or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article.

Article 24 – Redeemable preference shares

Subject to the Act and these Articles, any preference shares may be issued on terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as may be provided for by these Articles.

Article 25 – Reservation of right to issue further preference capital

If the Company at any time issues preference capital, it shall indicate at the same time whether it reserves the right to issue further preference capital ranking equally with or in priority to preference shares already issued.

Article 26 – Rights of preference shares

Preference shareholders shall have:

- (1) the same rights as ordinary shareholders as regards:
 - (a) receiving notices, reports and audited accounts; and
 - (b) attending general meetings of the Company;

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (2) the right to vote at any meeting convened for the purpose of reducing the capital, or to wind up the Company and during the winding up of the Company, or disposing the whole of the Company's property, business and undertaking or directly affecting the rights attached to the shares and privileges, or when the dividend or part of the dividend on the preference shares is in arrears for more than 6 months; and
- (3) the right to a return of capital in preference to holders of ordinary shares when the Company is wound-up.

Article 27 – Repayment of preference capital

The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholders' 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 of the preference capital concerned within 2 months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

Article 70 – Consolidation division and cancellation

The Company may by ordinary resolution:

- (1) consolidate and divide all or any of its share capital into shares of larger amount;
- (2) (subject to Section 62(1) of the Act) subdivide its existing shares or any of them into shares of smaller amount; or
- (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 and diminish the amount of its share capital by the amount of the shares so cancelled.

Article 73 – Reduction of capital

The Company may by special resolution reduce its share capital and any capital redemption reserve or share premium account in any manner authorised by law.

Article 74 – Resolution to increase capital

Without prejudice to the rights attached to any existing shares or class of shares, the Company in general meeting may by ordinary resolution increase its capital by the creation of shares of such nominal amounts, and carrying such rights and restrictions, as the resolution specifies provided that where the capital of the Company consists of shares of different monetary denominations, voting rights (if specified in such resolution) shall be prescribed in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable.

Article 75 – Application of provision to new shares

All new shares shall be subject to the same provisions as to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the existing share capital.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)**(v) Listing Requirements of MSEB**

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

Paragraph 7.13 – Transfers of Securities

The transfer of any listed security or class of listed security 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 listed 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 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”) 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 sub-paragraphs 1(a) and (b) above shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

(vi) Companies Act, 1965

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

Section 103 - Instrument of transfer

- (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.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (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 - Transfer of securities is by way of book entry

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

(vii) Rules of MCD

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

Rule 8.01 (2) - Rejection of transfer

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 from the principal or nominee account

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) - Documents to lodge

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 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;
- (b) the Transferring Depositor has executed the Transferor portion on the said form duly witnessed by another person (other than the Depositor's spouse);

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (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 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 Take-overs 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.

3. DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and occupations of the Directors of SKRB are set out in the Corporate Directory section of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) None of the Directors of the Company have any existing or proposed service contracts with the Company or its subsidiaries which are not terminable by notice without payment of compensation (other than statutory compensation) within 1 year.
- (iv) Save as disclosed in Section IX(2), none of the Directors or substantial shareholders of SKRB has any interest in any contract or arrangement which is significant in relation to the business of the Group subsisting at the date of this Prospectus.
- (v) Save as disclosed in Sections V(2) and XI of this Prospectus, no amount or benefit has been paid or given within the 2 years preceding the date of this Prospectus, nor is it intended to be paid or given, to any promoter, director or substantial shareholder.
- (vi) Save as disclosed in Section IV(ii) of this Prospectus, the Directors are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (vii) Based on the Register of Substantial Shareholders as at the date hereof, the substantial shareholders and their respective beneficial interests in the shares of the Company, before and after the Public Issue and Offer for Sale, are as follows:

Name	Before the Public Issue and Offer for Sale				After the Public Issue and Offer for Sale			
	Direct	Indirect	No. of SKRB Shares	Percentage of issued and paid-up share capital %	Direct	Indirect	No. of SKRB Shares	Percentage of issued and paid-up share capital %
AHSB	45,090,000	58.32	-	58.32	-	-	45,090,000	50.10
Koh Kun Chuan	4,011,311	5.19	(1)45,090,000	58.32	*371,000	0.41	(1)45,090,000	50.10
Quek Gim Hong @ Keh Gim Hong	1,545,552	2.00	(1)45,090,000	58.32	*210,000	0.23	(1)45,090,000	50.10
Quek Wec Seng	1,836,203	2.37	(1)45,090,000	58.32	*215,000	0.24	(1)45,090,000	50.10
MBSB	11,596,964	15.00	-	-	9,874,664	10.97	-	-
WHSB	11,596,964	15.00	-	-	9,874,664	10.97	-	-
Dato' Dr. Abdul Razak Bin Abdul	-	-	(2)11,596,964	15.00	-	-	(2)9,874,664	10.97
Mohd Mahyudin Bin Zainal	-	-	(2)11,596,964	15.00	-	-	(2)9,874,664	10.97
Tan Sri Rahim Bin Mohd Noor	-	-	(3)11,596,964	15.00	-	-	(3)9,874,664	10.97
Idayu Binti Abdul Rahim	-	-	(3)11,596,964	15.00	-	-	(3)9,874,664	10.97

Notes:

- * Includes the Offer Shares allocated as part of the pink form allocation to eligible Directors and employees of the SKRB Group and assuming that they subscribe in full for their respective allocations.
- (1) Deemed interested by virtue of their interest in AHSB pursuant to Section 6A of the Companies Act, 1965.
- (2) Deemed interested by virtue of their interest in MBSB pursuant to Section 6A of the Companies Act, 1965.
- (3) Deemed interested by virtue of their interest in WHSB pursuant to Section 6A of the Companies Act, 1965.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (viii) Based on the Register of Directors' Shareholdings as at the date hereof, the direct and indirect interests of the Directors in the shares of the Company, before and after the Public Issue and Offer for Sale, are as follows:

Name	Before the Public Issue and Offer for Sale			After the Public Issue and Offer for Sale		
	Direct	Indirect	Percentage of issued and paid-up share capital %	Direct	Indirect	Percentage of issued and paid-up share capital %
Koh Kun Chuan	4,011,311	(1)45,090,000	5.19	*371,000	(1)45,090,000	0.41
Quek Gim Hong @ Keh Gim Hong	1,545,552	(1)45,090,000	2.00	*210,000	(1)45,090,000	0.23
Quek Wee Seng	1,836,203	(1)45,090,000	2.37	*215,000	(1)45,090,000	0.24
Wa Ang Ka @ Kua Ang Ka	1,636,114	-	2.12	*895,780	-	1.00
Yang Berhormat Senator Datuk Dr Haris Bin Haji Salleh	-	-	-	-	-	-
Mohd Mahyudin Bin Zainal	-	(2)11,596,964	-	-	(2)9,874,664	-
Dr Tan Chee Huat	-	-	-	-	-	-
Tay Puay Chuan	-	-	-	-	-	-

Notes:

* Includes the Offer Shares allocated as part of the pink form allocation to eligible Directors and employees of the SKRB Group and assuming that they subscribe in full for their respective allocations.

(1) Deemed interested by virtue of their interest in AHSB pursuant to Section 6A of the Companies Act, 1965.

(2) Deemed interested by virtue of their interest in MBSB pursuant to Section 6A of the Companies Act, 1965.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

4. GENERAL

- (i) The nature of SKRB's business is described in Section V of this Prospectus. As at 9 January 2004 there are no other corporations which are deemed to be related to SKRB by virtue of Section 6 of the Companies Act, 1965.
- (ii) The times of the opening and closing of the applications of the Public Issue and Offer for Sale are set out in the Indicative Timetable section, Section III(4) and Section XIV of this Prospectus.
- (iii) The amount payable in full on application is RM0.90 per Issue/Offer Share.
- (iv) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section XIV of this Prospectus.
- (v) Save as disclosed in this Prospectus, the financial conditions and operations of SKRB and its subsidiaries are not affected by any of the following:
 - (a) Known trends, demands, commitments, events or uncertainties that have had or that the corporation reasonably expects to have, a material favourable or unfavourable impact on financial performance, position and operations of the Group;
 - (b) Material capital expenditure commitments;
 - (c) Unusual, infrequent events or transactions or any significant economic changes that have materially affected the financial performance, position and operations of the Group and the extent to which the financial performance, position and operations of the Group was so affected;
 - (d) Substantial increase in revenue and the extent to which the increase is attributable to prices, volume of goods or services being sold, the introduction of new products or services or any other factors; and
 - (e) Known events, circumstances, trends, uncertainties and commitments that will result in or are reasonably likely to make the historical financial statements not indicative of future financial performance and position.

As far as the Directors are aware, the Group is not vulnerable to any specific factors or events of a particular nature other than normal commercial risks experienced during the normal course of business.

- (vi) Save as disclosed in this Prospectus, the Directors 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 Group.
- (vii) Save as disclosed in Sections X(2) and XI of this Prospectus, as at 9 January 2004, there is no loan capital outstanding or mortgages and charges in relation to the Group.
- (x) Neither SKRB nor its subsidiaries has any outstanding convertible debt securities.
- (xi) The names and addresses of the Auditors and Reporting Accountants of the Company are set out in the Corporate Directory section of this Prospectus.

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

5. EXPENSES AND COMMISSIONS

- (i) Underwriting commission and managing underwriting commission are payable by the Company and Offerors to the Managing Underwriter and Underwriters at the rate of 2.0% and 0.5% of the Issue/Offer Price of RM0.90 for each of the 6,000,000 Issue Shares and 4,500,000 Offer Shares being underwritten.
- (ii) Brokerage of 1% of the Issue/Offer Price of RM0.90 per Issue/Offer Share is payable by the Company and the Offerors in respect of successful applications bearing the stamps of CIMB, participating organisations of the MSEB, members of the Association of Banks of Malaysia, members of the Association of Merchant Banks in Malaysia or the Issuing House.
- (iii) The estimated expenses and fees incidental to the Public Issue and the listing of and quotation for the entire enlarged issued and paid-up share capital of SKRB on the Second Board of MSEB amounting to RM1.9 million will be borne by SKRB.
- (iv) Save as disclosed in sub-paragraph (iii) above, no commission, discounts, brokerage or other special terms were granted by the Company within the 2 years immediately preceding the date of this Prospectus in connection with the issue or sale of any capital of the Company or its subsidiaries.

6. PUBLIC TAKE-OVERS

During the last financial year and the current financial year, there were no:

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

7. MATERIAL LITIGATION

As at 9 January 2004, neither SKRB nor its subsidiaries is engaged in any litigation and/or arbitration, either as plaintiff or defendant, which has a material effect on the financial position of SKRB or its subsidiaries and the Directors do not know of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of SKRB or its subsidiaries.

8. MATERIAL CONTRACTS

Save as disclosed below, there are no contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by SKRB or its subsidiaries during the 2 years preceding the date of this Prospectus:

- (i) Conditional Share Sale Agreement dated 25 March 2003 between SKRB and the vendors of SKFI, Koh Kun Chuan, Quek Wee Seng, Wa Ang Ka @ Kua Ang Ka, MBSB and WHSB to acquire the entire issued and paid-up share capital of SKFI comprising 5,000,000 ordinary shares of RM1.00 each for a total purchase consideration of RM11,942,952 to be satisfied by the issuance of 21,928,642 new SKRB Shares at approximately RM0.54 per SKRB Share;

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (ii) Conditional Share Sale Agreement dated 25 March 2003 between SKRB and the vendors of SK, Koh Kun Chuan, Quek Wee Seng, Wa Ang Ka @ Kua Ang Ka, MBSB and WHSB to acquire the entire issued and paid-up share capital of SK comprising 2,500,000 ordinary shares of RM1.00 each for a total purchase consideration of RM3,434,280 to be satisfied by the issuance of 6,305,736 new SKRB Shares at approximately RM0.54 per SKRB Share; and
- (iii) Conditional Share Sale Agreement dated 25 March 2003 between SKRB and the vendors of VPM, Koh Kun Chuan, Quek Gim Hong @ Keh Gim Hong, MBSB and WHSB to acquire the entire issued and paid-up share capital of VPM comprising 5,000,000 ordinary shares of RM1.00 each for a total purchase consideration of RM9,060,225 to be satisfied by the issuance of 16,635,622 new SKRB Shares at approximately RM0.54 per SKRB Share.
- (iv) Sale and Purchase Agreement dated 2 July 2003 entered into between VPM and Best Wood Supply Sdn Bhd (PricewaterhouseCoopers Advisory Sdn Bhd, receiver and manager) for the purchase of a land and building located at PLO 19, Jalan Kempas 2, Pagoh Industrial Estate, Pagoh, Muar, Johor Darul Takzim, measuring approximately 96,194 sq. ft. together with some plant and machineries for a total cash consideration of RM3,800,000; and
- (v) Underwriting Agreement dated 9 January 2004 between SKRB, CIMB as the Managing Underwriter and Underwriter and K & N Kenanga Berhad as the Underwriter for the underwriting of 10,500,000 SKRB Shares for an underwriting commission of 2.0% and a managing underwriter's commission of 0.50% of the Issue/Offer Price of RM0.90 per SKRB Share.

9. MATERIAL AGREEMENTS

Save as disclosed below, the Group does not have any other material agreements including but not limited to shareholders' agreements, agreements underlying the basis of the Group's business, supplier agreements, customer agreements and directors' service agreements:

- (i) The Group has purchased material insurance policies from various insurers as follows:
 - (a) Various insurance policies from Hong Leong Assurance Berhad for an aggregate of RM66.447 million for insurance coverage of the following:
 - fire material damage for SKFI, SK and VPM's building and extension, plant and machinery, office furniture and fittings inclusive of appliances, equipment, tools and spare parts and stock-in-trade, but excluding those under leasing and hire purchase;
 - fire consequential loss for SKFI, SK and VPM on gross profit and auditors fees with 12 months maximum indemnity period and wages with limited period indemnity; and
 - (b) Personal accident liability from Tokio Marine Insurans (Malaysia) Berhad for an aggregate of RM4.620 million for Koh Kun Chuan and Quek Gim Hong @ Keh Gim Hong with beneficiary as VPM;

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (c) Fire insurance policy for SK from AVIVA Insurance Berhad for an amount of RM1.500 million for insurance coverage on the building, plant and machinery (excluding machineries on loan), office equipment, furniture and fittings and stock-in-trade located at Lot PTD 6028 (Lot 8721), Kawasan Perindustrian Bukit Bakri, Batu 8, Jalan Bakri, 84200 Muar, Johor Darul Takzim; and
- (d) Special contingency policy for VPM from Malaysia and Nippon Insurans Berhad for an amount of RM0.560 million for insurance coverage on plant and machinery on hire;
- (ii) The Group has entered into material hire purchase agreements with AmFinance Berhad, Affin-ACF Finance Berhad, RHB Leasing Sdn Bhd and Public Finance Berhad for a total facility amount of RM2.309 million to finance the purchase of SKFI, SK and VPM's machinery and equipments; and
- (iii) VPM, a subsidiary of SKRB entered into a long term contract with Souncern Timber Sdn Bhd on 16 May 2003 for the supply of rubberwood. The salient terms of the contract are as follows:
 - (a) the period of the agreement will commence on 1 January 2003 up to 31 December 2005 for a period of 3 years;
 - (b) VPM shall pay on behalf of Souncern, the costs in relation to the tender of the contracts for the felling and extracting of rubber trees;
 - (c) Souncern will sell to VPM, the finished product of all the timber extracted at an agreed price being the prevailing market price per tonne less RM30; and
 - (d) Souncern shall repay VPM for any advances made to Souncern in relation to part (b) above by way of deductions from amounts due to Souncern.

10. LETTERS OF CONSENT

The written consents of the Adviser, Managing Underwriter and Placement Agent, Underwriters, Company Secretaries, Principal Bankers, Solicitors, Registrar, Issuing House, Auditors and Reporting Accountants to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of its name, Accountants' Report, letters relating to the consolidated profit estimate and forecast of the SKRB Group for the financial year ended 31 December 2003 and the financial year ending 31 December 2004 and the proforma consolidated balance sheets of SKRB as at 31 August 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.

11. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company during normal business hours for a period of 12 months from the date of this Prospectus:

- (i) Memorandum and Articles of Association of SKRB;
- (ii) The Accountants' Report and Directors' Report as included in Sections XI and XII of this Prospectus respectively;

XIII. STATUTORY AND OTHER INFORMATION (CONT'D)

- (iii) The Reporting Accountants' letter on the consolidated profit estimate and forecast of the SKRB Group for the financial year ended 31 December 2003 and the financial year ending 31 December 2004 referred to in Section X(3) of this Prospectus;
- (iv) The Reporting Accountants' letter on the proforma consolidated balance sheets of SKRB as at 31 August 2003 referred to in Section X(8) of this Prospectus;
- (v) The audited financial statements of SKRB for the financial period from 5 July 2000 to 31 December 2000, the 2 financial years ended 31 December 2002 and the 8 month period ended 31 August 2003;
- (vi) The audited financial statements of SKFI for the past 2 financial years ended 30 September 1999, the financial period from 1 October 1999 to 31 December 2000, the 2 financial years ended 31 December 2002 and the 8 month period ended 31 August 2003;
- (vii) The audited financial statements of SK for the past 3 financial years ended 31 May 2000, the financial period from 1 June 2000 to 31 December 2000, the 2 financial years ended 31 December 2002 and the 8 month period ended 31 August 2003;
- (viii) The audited financial statements of VPM for the past 5 financial years ended 31 December 2002 and the 8 month period ended 31 August 2003;
- (ix) The material contracts referred to in Section XIII(8) of this Prospectus;
- (x) The material agreements referred to in Section XIII(9) of this Prospectus; and
- (xi) The consent letters referred to in Section XIII(10) of this Prospectus.

12. RESPONSIBILITY

CIMB being the Adviser, Managing Underwriter and Placement Agent 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 Issue and Offer for Sale and is satisfied that the consolidated profit estimate and forecast (for which the Directors of SKRB are fully responsible) prepared for inclusion in this Prospectus have been stated by the Directors of SKRB after due and careful enquiry and have been duly reviewed by the Reporting Accountants.

This Prospectus has been seen and approved by the Directors and promoters of SKRB and the Offerors and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading. The Directors of SKRB hereby accept full responsibility for the consolidated profit estimate and forecast included in this Prospectus and confirm that the consolidated profit estimate and forecast have been prepared based on assumptions made.