

... .. C... ..
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KUN BOA D
HOLDIN LIMU ED
建滔集團有限公司
(... .. C... ..)
(t C : 148)

KUN BOA D LAMUNA E
HOLDIN LIMU ED
建滔積層板控股有限公司
(... .. C... ..)
(t C : 1888)

JOIN ANNOUNCEN

CON IN IN CONNECED AN ACTION UH
HE HALL AIN O

BACK O ND

R f r n n nn , n f KBH n KBL 19 J, 2021
n r E A. r A E A. r r n 31
D ... r 2023, , n , n f KBH n KBL, H n n ,
... .. , KBH n KBL n r N A. r n , Pr
Ann. C ... r f f r ... r ... r n n. 31 D ... r 2024, 2025 n 2026. S
f r () Pr Ann. C ; n () N A. r n f fr ...
1 J n, r 2024 31 D ... r 2026, N A. r n r , n
E A. r n .

KBH

A f nn , n n , H n n r 42.35% f ,

KBL

1. NE KBH CHA EF AME O KA EEMEN

Ba

On f n n n , KBH n r n , r fr n r r n
 H n (N KBH a F a A t) n r n
 , r f n n , n r n n n n n r f r
 r , n f PCB fr n H n Gr , KBH Gr , . D f N
 KBH P r Fr n r A r n r , :

D : 31 O r 2023

P r : (1) H n

(2) KBH

N , r f r n n : P r , n N KBH P r Fr n r A r n ,
 KBH Gr , r , r n n , n
 r n r n n n r f r r , n
 f PCB fr n H n Gr , .

T n , n f n r r n r , r
 n f , n n n r n
 r fr n n . T KBH Gr , n
 , r n n , n f n r r
 n r fr n H n Gr , n H n Gr ,

K

T r: Fr 1 J n, r 2024 31 D r 2026,
n , .

C n r n: T r r r n r r
r r n f , r
KBH Gr , n KBH Gr ,
r , r , r r r r
n r fr n n n r r n r r
r n n r n f , r . T
f KBH Gr , n r n n r n
r r , KBH Gr , n r r ff r
n n n r r , r f r r
r n r (n r , n n r
f n). In r , r, r r r , r n
r n. r n f KBH Gr , n
r n fr ff r n , r (H n Gr ,
n n n n r r , r) n n r
n n f r r fr .

T H n Gr , r n r r f 60
KBH Gr , . T n r n n .

H t a , E t A a a a a a

T
E n. KBH P r Fr a r A r n n Pr Ann C , n r
N KBH P r Fr a r A r n n .

31 D 2021	31 D 2022	31 D 2023	31 D 2024	31 D 2025	31 D 2026
		At a E t at a t a t (t (t 30 t 31 D 2023) 2023) a a a a a a (... I) (D'000) (D'000) (D'000) (D'000) (D'000) (D'000)			
1,000,000	929,334	1,070,000	856,241	1,150,000	554,531
					739,375
					884,000
					911,000
					938,000

...

- T n n f, r r n n fr a , r n n , r n.
n n n n 30 S a r 2023.

T Pr Ann C , n r N KBH P r Fr a r A r n n r

2. NE KBL L F A ME O K A EEMEN

Ba

On f n n n , n n n , KBL n r n , fr n r r n
H n (N KBL F a A t) n r n , f
r n n KBL Gr , H n Gr , . D f N KBL
S, Fr n r A. r n r , :

D : 31 O r 2023

P r : (1) H n

(2) KBL

N , r f r n n: P, r , n N KBL S, Fr n r A. r n ,
KBL Gr , r , r n n
H n Gr , .

T n , n f r n n , n
f , n n r n r
fr n n . T KBL Gr , n
, n n , n f r n n
H n Gr , n H n Gr , n
, r n , n f r n n fr n
KBL Gr , , r n. r f N KBL S,
Fr n r A. r n .

T , , n , f 0.5(n)1.5(r)7.3((7.3(r

T r: Fr 1 J n, r 2024 31 D r 2026,
n , .

C n r n: T r r r ,
r n r f , r H n Gr ,
n r KBL Gr , r r ,
n n n r r n r r , n
n r n n f . T f KBL Gr ,
n r n n r n r r , KBL Gr ,
n r r ff r n n n r r
, r f r r , (n r , n n
r f n). In r , r, r r ,
r n r n f KBL Gr , r r
n r ff r ff r n , r ()
H n Gr , n n n n r r , r)
(n r , n n r f n) n
n r n n f r r fr n
.

T KBL Gr , r n r r f 90
H n Gr , . T n r n n .

3. NE KBL CHA EF A ME O KA EEMEN

Ba

On f n n n , n n , KBL n r n , r fr n r r n
 H n (N KBL a F a A t) n r n
 , r f n r fr n H n Gr , KBL Gr , f r r , n
 f n . D f N KBL P r Fr n r A r n r ,
 :

D : 31 O r 2023

P r : (1) H n
 (2) KBL

N , r f r n n : P r , n N KBL P r Fr n r A r n ,
 KBL Gr , r , r n r fr n
 H n Gr , f r r , n f n .

T n , n f n r , r n f ,
 n n r n r fr n
 . T KBL Gr , n , r
 n n , n fr n H n Gr , n H n
 Gr , n n , n
 KBL Gr , , r n . f N KBL P r
 Fr n r A r n .

T , , n , f n n r (r f r n
 r n n r) f n r , n r N
 KBL P r Fr n r A r n ,
 n , r r KBL Gr , H n
 Gr , .

Treasury: From 1 January 2024 to 31 December 2026,
:G .

B *A*

T Pr Ann C , n r N KBL S Fr A r A r n r
r n r f r n n r n f r n n
n r r () r , n f , f r n n KBL
Gr , H n Gr , ; () n r n n f , r ; ()
n n r n r r f , r ; n () n f n.

T Pr Ann C f r N KBL S Fr A r A r n f r
r n n 31 D r 2024, 2025 n 2026 r , n: () f r r
n n 31 D r 2024, r , n f , r n n , n r E n
KBL S Fr A r A r n f r r n 31 D r 2021 n 2022 n
r n n n f r r n n 31 D r 2023 , , f f r f
5%; n () f r r n n 31 D r 2025 n 2026, n nn r r f
3%. T KBH D r r (n , n INED f KBH) n KBL D r r (n , n
INED f KBL) r f Pr Ann C , n r N KBL
S Fr A r A r n r f r n r n .

B *A*

T Pr Ann C , n r N KBL P r Fr A r A r n r
r n r f r n n r n r n f , r n , rr
n r r () n n n f n r r
H n Gr , ; () n n r n r , n f n r
H n Gr , ; n () n f n.

T Pr Ann C f r N KBL P r Fr A r A r n f r
r n n 31 D r 2024, 2025 n 2026 r , n: () f r
r n n 31 D r 2024, r , n f , r n n , n r
E n KBH P r Fr A r A r n f r r n 31 D r 2021
n 2022 n r n n n f r r n n 31 D r 2023
 , , f f r f 5%; n () f r r n n 31 D r 2025 n 2026, n nn
r r f 3%. T KBH D r r n KBL D r r (n , n r
INED f KBH n KBL) r f Pr Ann C , n r N
KBL P r Fr A r A r n r f r n r n .

EA ON FO AND BENEFU OFEN E UN UN O HE NE A EEMEN

T KBH Gr , n , n, n n r n , n n f , r n n f PCB ,
 r , r n r , r n r n f n n r
 n n f r r , n. T KBL Gr , n , n, n n r n ,
 n n f , r n n f n n r r , , r , r f n n r
 n n f r r , n. T H n Gr , n , n, n n r n ,
 n n f , r n n f r , r n n n r .

P r , n N KBH P r Fr n r A r n , H n Gr , r ,
 n , n r n , n r n r n n n r KBH Gr , .
 In r r f n f KBH Gr , f r n r , r ,
 H n Gr , r r f r r , n f r f r
 KBH Gr , . T r n f r n n KBL Gr , H n Gr ,
 , n r N KBL S r Fr n r A r n n n f KBL Gr ,
 r , n r n n , r n r n n r n f
 KBL Gr , , r , f r n n H n Gr , .
 A r , f n r , r n r H n Gr ,
 KBH Gr , n f KBH Gr , ' r , n f PCB . T KBH Gr , n
 KBL Gr , n r H n Gr , r , n - r n r n r
 n , - r n n f , n f KBH Gr , n KBL Gr , ,
 r .

T KBH Gr , n n n r f r n f , r f PCB n n
 r , r f r KBH Gr , r , n . T r r f KBH Gr ,
 n r H n Gr , r , n f , r r f r n r n
 n n r . T n n , n r n f f r n , n r , n n r n r n
 , , n r f n n r n f , r H n Gr , f r
 r , n f PCB , KBH Gr , n r , r f n r , n r
 N KBH P r Fr n r A r n f , n n n n r
 n n n , f PCB n f , r KBH Gr , .

T KBL Gr , n n n r f r n f , r f n n n
 r , r f r KBL Gr , r , n . T r r f KBL Gr , n r
 H n Gr , r , n f , r r f n r . T n n , n r n
 f f r n , n r , n n r n r n , , n r f

T , f r n n n , r f r , r n n r
n n , n r r r n r f r , r n r n n , r
, r n r , r n n n n n r n r n , , r f , n f
KBH Gr , n KBL Gr , , r . T r n r fr n r f r
, f r n n KBL Gr , H n Gr , fr n n
n n n- , n , r f n r , r , r n
n n r KBH Gr , n KBL Gr , fr n H n Gr , r
fr n n n n n- , n r , f , r , n
r n n n KBH Gr , , KBL Gr , n H n Gr , n r n
r n n , n r r n .

In n n n n n n f f , r n n , n r
N A r n , n r r n , r n r n n n n n
n n n r f KBH r KBL (n) n r r n n
r r , n r r n KBH Gr , n KBL Gr , (n)
n r , r r r , r f r n n n r
r , r r n n n r r , n r (n) f n r r ,
(n n r , n n n f n) n r n r n n
H n Gr , f r n' n n . In r , r , r f n n n r
r , r , r n , r n n n n (n) n /
r r r-n- r f r n r n , r , , r r r , n
, n fr n n n r r , r r n r r ff r n n n
r r , n r (n) n n n n r n n H n
Gr , fr n . T r r f , n r r n n n
n , n . A , , n ff r H n Gr , n r f ,

LU UN LE UM LUCA UN

KBH

A f n n n n n , H n n n r 42.35% f , r f KBH n r f r n n f KBH. KBH, r r n r , n r 50% f , r f KBL n r f r KBL n n- n , r f KBH. A r n , r n n n n , n r N A r n n n , n n n n n r n n f KBH, n r C r 14A f L n R .

Mr. C , n K W n , Mr. C n W n Y , Mr. C , n K n K n , Mr. H Y n S n n Mr. C , n K S n , n KBH D r r , n fr n n n f r f r r f KBH r n N A r n n n Pr Ann C r , f r /r n H n .

A r (n r C r 14A f L n R) f r . n n n n n , n r N A r n n f r f r r n n . 31 D r 2024, 2025 n 2026 0.1% , r n 5% , r n n n n , n r N A r n n r , n n n n r , r r n n n n , n n n r , r n KBH, n r C r 14A f L n R , n fr n r , r n n n n r r' r r , r n .

KBL

H n r r n n f KBL. A r n , r n n n n , n r N KBL Pr Fr n r A r n n n N KBL S Fr n r A r n n n , n n n n n r n n f KBL, n r C r 14A f L n R .

Mr. C , n K W , Mr. C , n K K , n , Mr. C , n K P n , Mr. L K P n Mr. C , n K H , n KBL D r r , n fr n n n n f r f r r f KBL r n N KBL Pr Fr n r A r n n , N KBL S Fr n r A r n n n r r Pr Ann C r , f r /r n H n .

A r n r (n r C r 14A f L n R) f n n n n n , n r N KBL S Fr n r A r n n f r f r r n n . 31 D r 2024, 2025 n 2026 0.1% , r n 5% , r n n n n n , n r N KBL S Fr n r A r n n r , n n n n n n r , r r n n n n , n n n r , r n KBL, n r C r 14A f L n R , n fr n r , r n n n n n r r' r r , r n .

A _____ r n . r _ (n r C r 14A f L n R) f
 , n n n nn , n r N KBL P, r A r n f r f r
 r n n 31 D r 2024, 2025 n 2026 0.1% , r n 5%,
 r n n n , n r N KBL P, r A r n r , n
 nn, r , r r n n nn, n n r , r n KBL, n r C r
 14A f L n R , fr r , r n n n n r r'
 r r , r n .

ENE AL

KBH

KBH n n n n . T KBH Gr , r n n n
 n f , r n f, n r n , PCB , n n r , , n
 r r n n n n . T n f KBH D. r r , H n
 nr n r r f KBH.

KBL

KBL n n n n . T KBL Gr , r n n n
 n f , r n f n n r , r n . KBH (n n
 r f S E n 148) nr n r r f KBL
 (n n r f S E n 1888).

Ha a

H n n n n . T H n Gr , r n n n
 n f , r n f r n n n r , r n n n r f r
 r , n f n n PCB .

H n nr n r r f KBH, n , nr n r r
 f KBL. Mr. C , n K W n , n n n , r r f KBH, n
 r r r f H n n n n - r f , r
 r f. N r r f H n n , r nr r f,
 r r n r , n - r r f n r n r n f H n.

DEFINITION

In this document, the following terms shall have the meanings herein, unless the context clearly indicates otherwise:

“Annex” means any document, including but not limited to, that is attached to the Agreement.

“Authorized Representative” means any person who is authorized by the Company to execute, deliver, or otherwise act on behalf of the Company in connection with the Agreement, including any person who is authorized by the Company to execute, deliver, or otherwise act on behalf of the Company in connection with the Agreement.

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☒KBH' K n r H n L (: 148), n
n r r n C n I n ,
r f r n n r f S
E n

☒KBH D r r ()' r r () f KBH

☒KBH Gr , ' KBH n , r , n KBL Gr ,

☒KBH S r ()' r n r r () f KBH

☒KBH S r r ()' r () f KBH S r

☒KBL' K n r L n H n L (: 1888),
n n r r n C n I n ,
r f r n n r f
S E n

☒KBL D r r ()' r r () f KBL

☒KBL Gr , ' KBL n , r

☒KBL S r ()' r n r r () f KBL

☒KBL S r r ()' r () f KBL S r

☒L n R , ' R , G n n L n f S , r n T S
E n f H n K n L

☒N A r n ' N KBH P r Fr n r A r n , N KBL
P r Fr n r A r n n N KBL S,
Fr n r A r n

☒N KBH P r r n n KBH n H n n
Fr n r A r n ' r n , r f n r n , n r
n r n n r f r r , n f PCB
fr n H n Gr , KBH Gr , f r r ,
31 D n r 2026

☒N KBL P r r n n KBL n H n n
Fr n r A r n ' r n , r f n r f r r , n f
n fr n H n Gr , KBL Gr , f r
r , 31 D n r 2026

N KBL S, r n n r n n KBL n H n n
 Fr r A r n
 r n , f r n n KBL
 Gr , H n Gr , f r r , 31 D r
 2026

PCB()
 r n f r r n r , r , f n
 rn n r f r n n , r n r
 n , n, n r nn n ,
 PCB r f r n n n , r n r
 r n , r n f r r , r
 f n n

Pr Ann C
 r nn, f r r n n n
 , n r f N A r n

S E n T S E n f H n K n L

%
 r n
 B Or r f r f r r B Or r f r f r r
 K a H L t K a La at H L t
 L Ka L N M Ka K
 C C

H n K n , 31 O r 2023

A
 . C , . C
 . C , . C
 . C , C , C
 C C

A
 . C , C , C
 , C ,