



KIP REAL ESTATE INVESTMENT TRUST

(established in Malaysia under the Trust Deed dated 2 November 2016, an amended and restated deed dated 12 December 2019 and a supplementary deed dated 29 September 2020 between KIP REIT Management Sdn Bhd and Pacific Trustees Berhad)

NOTICE OF UNITHOLDERS' MEETING

NOTICE IS HEREBY GIVEN THAT the meeting of unitholders ("**Meeting**") of KIP Real Estate Investment Trust ("**KIP REIT**") which will be convened on a virtual basis via live streaming and online voting through Remote Participation Electronic Voting ("**RPEV**") facilities for the purpose of considering and, if thought fit, to pass with or without modification, the following resolutions:

- Online Meeting Platform : <https://meeting.boardroomlimited.my>
(Domain Registration No. with MYNIC – D6A357657)
Provided by Boardroom Share Registrars Sdn Bhd
- Day and date : Thursday, 13 October 2022
- Time : 12:30 p.m. or immediately after the conclusion of the Sixth Annual General Meeting of the unitholders to be held on the same day at 10:30 a.m. whichever is later, or at any adjournment thereof
- Broadcast Venue : 12th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan

ORDINARY RESOLUTION 1

PROPOSED ACQUISITION BY PACIFIC TRUSTEES BERHAD ("TRUSTEE"), ON BEHALF OF KIP REIT, OF 2 ADJOINING PARCELS OF LEASEHOLD INDUSTRIAL LAND KNOWN AS LOT 88089 AND LOT 88105, BOTH UNDER MUKIM OF KLANG, DISTRICT OF KLANG, STATE OF SELANGOR, HELD UNDER PAJAKAN NEGERI 12168 AND PAJAKAN NEGERI 12170 RESPECTIVELY, TOGETHER WITH A DOUBLE STOREY OFFICE BUILDING WITH AN ANNEXED SINGLE STOREY WAREHOUSE AND GUARD HOUSE ("KLANG PROPERTY 1") FROM HEXTAR CHEMICALS SDN BHD ("HCSB") FOR A CASH CONSIDERATION OF RM27.0 MILLION ("PROPOSED ACQUISITION 1")

"THAT subject to the passing of Ordinary Resolution 2, and approvals of all relevant parties and/or authorities being obtained, approval be and is hereby given to the Trustee, on behalf of KIP REIT, to acquire Klang Property 1 upon the terms and conditions contained in the conditional sale and purchase agreement dated 12 July 2022 entered into between the Trustee, on behalf of KIP REIT and HCSB ("**SPA 1**");

AND THAT the Board of Directors ("**Board**") of KIP REIT Management Sdn Bhd ("**Manager**") and the Trustee, on behalf of the KIP REIT, be and are authorised to –

- (a) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of KIP REIT, all such agreements, instruments, documents and/or deed as the Board of the Manager may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed Acquisition 1;

- (b) assent and/or give effect to any condition, variation, modification, addition and/or amendment in respect of the Proposed Acquisition 1 (including but not limited to SPA 1) and/or any provision, term and condition thereof as may be required and/or as the Board of the Manager may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by any relevant regulatory authorities; and
- (c) take all such steps and do all such acts, deeds and things in any manner as the Board of the Manager may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed Acquisition 1.”

ORDINARY RESOLUTION 2

PROPOSED LEASE BY THE TRUSTEE, ON BEHALF OF KIP REIT, OF KLANG PROPERTY 1 TO HCSB UPON THE COMPLETION OF PROPOSED ACQUISITION 1 (PROPOSED LEASE 1”)

“**THAT** subject to the passing of Ordinary Resolution 1, and approvals of all relevant parties and/or authorities being obtained, approval be and is hereby given to the Trustee, on behalf of KIP REIT, to enter into a lease agreement with HCSB in relation to and for the lease of Klang Property 1 for a period of 15 years from the completion of Proposed Acquisition 1 (“**Lease Agreement 1**”);

AND THAT the Board of the Manager and the Trustee, on behalf of the KIP REIT, be and are authorised to –

- (a) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of KIP REIT, all such agreements, instruments, documents and/or deed as the Board of the Manager may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed Lease 1;
- (b) assent and/or give effect to any condition, variation, modification, addition and/or amendment in respect of the Proposed Lease 1 (including but not limited to the Lease Agreement 1) and/or any provision, term and condition thereof as may be required and/or as the Board of the Manager may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by any relevant regulatory authorities; and
- (c) take all such steps and do all such acts, deeds and things in any manner as the Board of the Manager may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed Lease 1.”

ORDINARY RESOLUTION 3

PROPOSED ACQUISITION BY THE TRUSTEE, ON BEHALF OF KIP REIT, OF A PARCEL OF LEASEHOLD INDUSTRIAL LAND KNOWN AS PT 150309, MUKIM OF KLANG, DISTRICT OF KLANG, STATE OF SELANGOR, HELD UNDER H.S.(D) 158288, TOGETHER WITH A SINGLE STOREY WAREHOUSE, PUMP HOUSE AND GUARD HOUSE (“KLANG PROPERTY 2”) FROM HEXSTAR INDUSTRIAL CHEMICALS SDN BHD (“HICSB”) FOR A CASH CONSIDERATION OF RM23.7 MILLION (“PROPOSED ACQUISITION 2”)

“**THAT** subject to the passing of Ordinary Resolution 4, and approvals of all relevant parties and/or authorities being obtained, approval be and is hereby given to the Trustee, on behalf of KIP REIT, to acquire Klang Property 2 upon the terms and conditions contained in the conditional sale and purchase agreement dated 12 July 2022 entered into between the Trustee, on behalf of KIP REIT and HICSB (“**SPA 2**”);

AND THAT the Board of the Manager and the Trustee, on behalf of the KIP REIT, be and are authorised to –

- (a) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of KIP REIT, all such agreements, instruments, documents and/or deed as the Board of the Manager may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed Acquisition 2;
- (b) assent and/or give effect to any condition, variation, modification, addition and/or amendment in respect of the Proposed Acquisition 2 (including but not limited to SPA 2) and/or any provision, term and condition thereof as may be required and/or as the Board of the Manager may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by any relevant regulatory authorities; and
- (c) take all such steps and do all such acts, deeds and things in any manner as the Board of the Manager may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed Acquisition 2.”

ORDINARY RESOLUTION 4

PROPOSED LEASE BY THE TRUSTEE, ON BEHALF OF KIP REIT, OF KLANG PROPERTY 2 TO TEJU LOGISTICS SDN BHD (“TLSB”) UPON THE COMPLETION OF PROPOSED ACQUISITION 2 (“PROPOSED LEASE 2”)

“**THAT** subject to the passing of Ordinary Resolution 3, and approvals of all relevant parties and/or authorities being obtained, approval be and is hereby given to the Trustee, on behalf of KIP REIT, to enter into a lease agreement with TLSB in relation to and for the lease of Klang Property 2 for a period of 15 years from the completion of Proposed Acquisition 2 (“**Lease Agreement 2**”);

AND THAT the Board of the Manager and the Trustee, on behalf of the KIP REIT, be and are authorised to –

- (a) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of KIP REIT, all such agreements, instruments, documents and/or deed as the Board of the Manager may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed Lease 2;
- (b) assent and/or give effect to any condition, variation, modification, addition and/or amendment in respect of the Proposed Lease 2 (including but not limited to the Lease Agreement 2) and/or any provision, term and condition thereof as may be required and/or as the Board of the Manager may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by any relevant regulatory authorities; and
- (c) take all such steps and do all such acts, deeds and things in any manner as the Board of the Manager may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed Lease 2.”

ORDINARY RESOLUTION 5

PROPOSED ACQUISITION BY THE TRUSTEE, ON BEHALF OF KIP REIT, OF A PARCEL OF LEASEHOLD INDUSTRIAL LAND KNOWN AS PT 154141, MUKIM OF KLANG, DISTRICT OF KLANG, STATE OF SELANGOR, HELD UNDER H.S.(D) 163577, TOGETHER WITH A SINGLE STOREY FACTORY/WAREHOUSE, GUARD HOUSE, PUMP HOUSE AND REFUSE CHAMBER ("KLANG PROPERTY 3") FROM TLSB FOR A CASH CONSIDERATION OF RM28.0 MILLION ("PROPOSED ACQUISITION 3")

"THAT subject to the passing of Ordinary Resolution 6, and approvals of all relevant parties and/or authorities being obtained, approval be and is hereby given to the Trustee, on behalf of KIP REIT, to acquire Klang Property 3 upon the terms and conditions contained in the conditional sale and purchase agreement dated 12 July 2022 entered into between the Trustee, on behalf of KIP REIT and TLSB ("**SPA 3**");

AND THAT the Board of the Manager and the Trustee, on behalf of the KIP REIT, be and are authorised to –

- (a) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of KIP REIT, all such agreements, instruments, documents and/or deed as the Board of the Manager may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed Acquisition 3;
- (b) assent and/or give effect to any condition, variation, modification, addition and/or amendment in respect of the Proposed Acquisition 3 (including but not limited to SPA 3) and/or any provision, term and condition thereof as may be required and/or as the Board of the Manager may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by any relevant regulatory authorities; and
- (c) take all such steps and do all such acts, deeds and things in any manner as the Board of the Manager may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed Acquisition 3."

ORDINARY RESOLUTION 6

PROPOSED LEASE BY THE TRUSTEE, ON BEHALF OF KIP REIT, OF KLANG PROPERTY 3 TO TLSB UPON THE COMPLETION OF PROPOSED ACQUISITION 3 ("PROPOSED LEASE 3")

"THAT subject to the passing of Ordinary Resolution 5, and approvals of all relevant parties and/or authorities being obtained, approval be and is hereby given to the Trustee, on behalf of KIP REIT, to enter into a lease agreement with TLSB in relation to and for the lease of Klang Property 3 for a period of 15 years from the completion of Proposed Acquisition 3 ("**Lease Agreement 3**");

AND THAT the Board of the Manager and the Trustee, on behalf of the KIP REIT, be and are authorised to –

- (a) enter into any arrangements, transactions, agreements and/or undertakings and to execute, sign and deliver on behalf of KIP REIT, all such agreements, instruments, documents and/or deed as the Board of the Manager may from time to time deem necessary, expedient or appropriate for or in connection with the Proposed Lease 3;

- (b) assent and/or give effect to any condition, variation, modification, addition and/or amendment in respect of the Proposed Lease 3 (including but not limited to the Lease Agreement 3) and/or any provision, term and condition thereof as may be required and/or as the Board of the Manager may in its discretion deem necessary, expedient or appropriate and/or as may be imposed or permitted by any relevant regulatory authorities; and
- (c) take all such steps and do all such acts, deeds and things in any manner as the Board of the Manager may from time to time deem necessary, expedient or appropriate to implement, finalise and give full effect to and complete all transactions contemplated under the Proposed Lease 3.”

**BY ORDER OF THE BOARD OF
KIP REIT MANAGEMENT SDN BHD**

Registration No. 201501044317 (1169638-M)
(the Manager for KIP REIT)

FOO SIEW LOON (MAICSA7006874)
(SSM Practising Certificate No. 202008002104)
Company Secretary

Kuala Lumpur
23 September 2022

Notes:

1. *The Meeting will be conducted on a virtual basis through online meeting platform using the RPEV facilities. Please follow the procedures provided in the Administrative Guide for the Meeting in order to register, participate and vote remotely via RPEV facilities.*
2. *A unitholder who is entitled to participate in the Meeting is entitled to appoint not more than 2 proxies to participate instead of him/her. A proxy need not be a unitholder. Where a unitholder appoints more than 1 proxy, the appointments shall be invalid unless he/she specifies the proportions of his/her holding (expressed as a percentage of the whole) to be represented by each proxy.*
3. *Where a unitholder is a corporation, its duly authorised representative shall be entitled to participate in the meeting and shall be entitled to appoint another person (whether a unitholder or not) as its proxy to participate and vote.*
4. *Where a unitholder is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint not more than 2 proxies in respect of each securities account it holds with units standing to the credit of the said securities account. Where a unitholder appoints more than 1 proxy, the appointments shall be invalid unless it specifies the proportions of its holdings (expressed as a percentage of the whole) to be represented by each proxy.*
5. *The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing, or if such appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised.*

6. *The form of proxy and the power of attorney or other authority (if any) under which it is signed or a notarial certified copy of such power or authority shall be deposited with the Share Registrar, Boardroom Share Registrars Sdn Bhd, located at the Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor, no later than Wednesday, 12 October 2022 at 12:30 p.m. being 24 hours before the time appointed for holding the Meeting or any adjournment thereof. Alternatively, you may choose to submit the proxy appointment via electronic means through Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com> before the form of proxy submission cut-off time as mentioned above.*
7. *Only unitholders registered in the Record of Depositors of KIP REIT as at 6 October 2022 shall be entitled to participate, vote and speak at the Meeting or appoint proxy(ies) to participate and vote on his/her behalf.*
8. *Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the ordinary resolutions set out in the Notice of the Meeting will be put to vote by way of a poll.*
9. *The Circular is available on KIP REIT's website at www.kipreit.com.my which unitholders can view or download at their convenience.*