

---

## **17. Taxation**

---

*The following statements are by way of a general guide to investors only and do not constitute tax advice. Investors are therefore advised to consult their professional advisers concerning possible taxation or other consequences of purchase, holding, selling or otherwise disposing of the Units under the laws of their country of incorporation, establishment, citizenship, residence or domicile.*

Investors should note that the following statements on taxation are based on advice received by the Manager regarding the law and practice in force at the date of this document. As is the case with any investment, these can be no guarantee that the tax position prevailing at the time an investment is made in UOA REIT will continue indefinitely.

### **17.1 UOA REIT**

#### **17.1.1 Income Tax**

UOA REIT is exempt from Malaysia income tax in respect of its total income for a year of assessment that is distributed to its unitholders pursuant to Section 61A of the Income Tax Act, 1967.

However, UOA REIT will be taxable on its total income that is not distributed to its unitholders at 28%.

Distributions made by UOA REIT to Unitholders resident in Malaysia are not subject to any withholding tax in Malaysia, whilst distributions made by UOA REIT to Unitholders not resident in Malaysia out of income exempted under Section 61A above are subject to 28% withholding tax in Malaysia.

For the purpose of facilitating deductions of withholding tax, UOA REIT may use information available in the CDS Account to determine the residence status of the unit holder i.e. based on nationality of the Unitholder. In cases where Unitholders are able to confirm their tax residency directly to UOA REIT, UOA REIT may also rely on the Unitholders' confirmation for purposes of determining whether withholding tax should be deducted.

#### **17.1.2 Real Property Gains Tax**

In the event that UOA REIT decides to dispose of any Property or shares in a Real Property Company, any gains on such disposal are subject to Real Property Gains Tax under the Real Property Gains Tax Act 1976. The rate of RPGT payable on the gains ranges from 30% for disposals within 2 years to NIL for disposal in the sixth year after date of acquisition and thereafter.

#### **17.1.3 Stamp Duty**

No Malaysia stamp duty is payable by UOA REIT on the issue of new Units.

No stamp duty is payable on the Acquisitions pursuant to Stamp Duty (Exemption) (No. 27) Order 2005.

In the event that UOA REIT decides to acquire a new property in Malaysia, instruments of transfer (including Deeds of Assignment) effecting such an acquisition should be exempted from Malaysian stamp duty pursuant to Stamp Duty (Exemption) (No. 4) Order 2004 and Stamp Duty (Exemption) (No. 27) Order 2005, as long as these Orders are in effect.

---

## **17. Taxation (Cont'd)**

---

### **17.2 Investors**

Unitholders should take advice from their own professional advisers as to their particular tax position.

#### **17.2.1 Income Tax**

Malaysian income tax will be payable by all resident Unitholders on the distributions made by UOA REIT in respect of the resident Unitholders' share of total income that is exempt under Section 61A of the Income Tax Act 1967.

Further, distributions made by UOA REIT out of income on which UOA REIT has been subjected to tax at 28% is grossed up and is taxable in the hands of the resident unitholders. Tax paid by UOA REIT and attributable to such income that is distributed to the unitholders will be available for set-off against the tax payable by the unit holders on the distribution.

Distributions made by UOA REIT to Unitholders not resident in Malaysia in respect of their share of total income that is exempt under Section 61A of the Income Tax Act 1967 are subject to 28% withholding tax in Malaysia. No further Malaysian income tax will be payable by such non-resident Unitholders on the distributions made by UOA REIT.

Malaysian income tax should not be payable by any investor (other than insurance companies, financial institutions and investors carrying on a trade, profession or business in Malaysia and holding the Units for trading purposes) on any capital gains made on the sale or disposal of the Units.

#### **17.2.2 Real Property Gains Tax**

Malaysian Real Property Gains Tax should not be payable by any investor on any capital gains made on the sale or other disposal of the Units.

#### **17.2.3 Stamp Duty**

No Malaysia stamp duty is payable by an investor in relation to the issue of Units to him or her by UOA REIT.

The stamp duty on the sale and purchase of Units by an investor on Bursa Securities may be found at Bursa Securities' website at [www.bursamalaysia.com](http://www.bursamalaysia.com).

<p><b>THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK</b></p>
---

---

## **17. Taxation (Cont'd)**

---

### **17.3 Taxation Advisers' Letter**

 **ERNST & YOUNG** Tax Consultants Sdn. Bhd.  
(Company No. 179793-K)

■ Level 23A, Menara Milenium  
Jalan Damanlela  
Pusat Bandar Damansara  
50490 Kuala Lumpur, Malaysia

■ Phone : 03/2087-7000  
Fax : 03/2095-5332  
(General Line)  
03/2095-7043  
[www.ey.com/my](http://www.ey.com/my)

Mail Address:  
P.O. Box 11040  
50734 Kuala Lumpur, Malaysia

29 November 2005

Ernst & Young Tax Consultants Sdn. Bhd.  
Level 23A, Menara Milenium  
Pusat Bandar Damansara  
50490 Kuala Lumpur

The Board of Directors  
UOA Asset Management Sdn Bhd  
No. 30, Lorong 6A/91  
Taman Shamelin Perkasa  
56100 Kuala Lumpur

Dear Sirs

### **TAXATION OF THE REAL ESTATE INVESTMENT TRUST AND UNIT HOLDERS**

This letter has been prepared for inclusion in the Prospectus to be dated 13 December 2005 in connection with the offer of units in the UOA Real Estate Investment Trust (hereinafter referred to as "the REIT").

The purpose of this letter is to provide prospective unit holders with an overview of the Malaysian tax implications of the following:

- Taxation of the REIT
- Taxation of Unit holders

### **TAXATION OF THE REIT**

The taxation of the REIT is subject to the provisions of the Malaysian Income Tax Act, 1967 ("MITA"), particularly Sections 61, 61A and 63C which deal generally with the taxation of unit trusts and unit trusts which are approved by the Securities Commission as Real Estate Investment Trusts.

The Board of Directors  
UOA Asset Management Sdn Bhd  
29 November 2005

Income of the REIT, where subject to tax, will be taxed at the rate applicable to REITs, which is currently 28%, after making the tax adjustments outlined below. However, pursuant to Section 61A of the MITA, the REIT will be exempt from income tax on the amount of income distributed to unit holders in the basis period for the year of assessment. Therefore, the REIT is only liable to tax on that portion of its chargeable income that is not distributed to unit holders in the basis period.

In arriving at its chargeable income, the REIT will be entitled to deduct those expenses which are allowable under the MITA.

Rental income derived from the letting of real property by the REIT is deemed to be a business source of income. In view of this, the REIT is entitled to claim capital allowances on qualifying capital expenditure incurred on plant and machinery used in its business. The REIT will also be entitled to claim industrial building allowances in respect of those buildings that are defined as industrial buildings in the MITA. However, any unutilized allowances or losses arising from the rental source cannot be carried forward to future years nor can these be deducted against the REIT's other sources of income.

### **Exempt income**

As mentioned above, the REIT will not be taxed on income distributed to unit holders in the basis period for the year of assessment.

The REIT may also receive other tax exempt income as follows:

- **Dividends**

Tax exempt dividends may be received from investments in companies which had previously enjoyed or are currently enjoying tax incentives provided under the relevant legislations.

- **Interest**

- (i) interest from securities or bonds issued or guaranteed by the Government of Malaysia;
- (ii) interest from debentures (other than convertible loan stock) approved by the Securities Commission;
- (iii) interest from Bon Simpanan Malaysia issued by Bank Negara Malaysia;

**ERNST & YOUNG** Tax Consultants Sdn. Bhd.

(Company No. 179793-K)

The Board of Directors

UOA Asset Management Sdn Bhd

29 November 2005

- (iv) interest derived from Malaysia and paid or credited by banks or financial institutions licensed under the Banking and Financial Institutions Act 1989 or the Islamic Banking Act 1983;
  - (v) interest received from bonds or securities issued by Pengurusan Danaharta Nasional Berhad; and
  - (vi) interest derived from bonds (other than convertible loan stock) paid or credited by any company listed on the Malaysian Exchange of Securities Dealing and Automated Quotation Berhad (MESDAQ).
- Discount

Under the Finance Bill 2005, it was proposed that with effect from the year of assessment 2006, that tax exemption be given on discount paid or credited to any unit trust in respect of investments as specified in items (i), (ii) and (iii) above. As of the date of this letter, this proposal is not effective yet as it has not been enacted as law.

### **Foreign income**

Dividends, interest and other income derived from sources outside Malaysia and received in Malaysia by a resident unit trust is exempt from Malaysian income tax. However, such income may be subject to tax in the country from which it is derived.

### **Tax credit**

Tax deducted at source from Malaysian dividends received by the REIT will be available for set-off against the tax liability of the REIT. Should the tax deducted at source exceed the tax liability of the REIT, the excess is refundable to the REIT.

### **Gains from the realisation of investments**

Gains from the realisation of investments will not be treated as income of the REIT and hence, are not subject to income tax.

However, gains arising from the disposal of real property or of shares in 'real property companies' [as defined under the Real Property Gains Tax Act, 1976 (RPGTA)] will be subject to real property gains tax under the RPGTA.



### **Stamp duty on acquisition of real property**

The REIT is exempted from stamp duty on all instruments of transfer of real property to the REIT. However, the acquisition of shares in real property companies will be subject to stamp duty at the rate of 0.3% on the market value or consideration paid for the shares, whichever is the higher.

### **TAXATION OF UNIT HOLDERS**

For Malaysian income tax purposes, unit holders will be taxed on their share of the distributions received from the REIT.

The income of unit holders from their investment in the REIT broadly falls under the following categories:

1. Distributions from income on which the REIT is exempt from tax pursuant to Section 61A, MITA;
2. Distributions from income on which the REIT has been taxed at 28%; and
3. Distributions from non-taxable and other exempt income of the REIT.

In addition, unit holders may also realise a gain from the sale of units.

The income tax implications of each of the above are explained below.

#### **1. Distributions from income on which the REIT is exempt from tax pursuant to Section 61A, MITA**

The unit holder will be taxed on the distributions received. (Refer below for the applicable tax rates). Where the unit holder is non-resident, tax will be deducted at source on distributions at the rate applicable to non-residents which is currently 28%.

#### **2. Distributions from income on which the REIT has been taxed at 28%**

The amount distributed from the REIT will be grossed up to take into account the underlying tax of the REIT and the unit holder will be taxed on the gross distribution. Such distributions carry a tax credit, which will be available for set-off against the tax chargeable on the unit holder.

### 3. Non-taxable and exempt distributions

Tax exempt distributions made out of gains from the realisation of investments and other exempt income earned by the REIT will not be subject to Malaysian tax in the hands of the unit holders.

#### Rates of tax

The Malaysian tax chargeable on the unit holders depends on their tax residence status and whether they are individuals, corporations, non-corporations or trust bodies. The tax rates charged are as follows:

Unit holders	Malaysian tax rates
<p>Malaysian tax resident:</p> <ul style="list-style-type: none"> <li>• Individual and non-corporate unit holders (such as co-operatives, associations and societies)</li> <li>• Trust bodies</li> <li>• Corporate unit holders                             <ul style="list-style-type: none"> <li>(i) A company with paid up capital in respect of ordinary shares of not more than RM2.5 million (at the beginning of the basis period for the year of assessment)</li> <li>(ii) Companies other than (i) above</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Progressive tax rates ranging from 0% to 28%</li> <li>• 28%</li> <li>• For every first RM500,000 of chargeable income @ 20%</li> <li>• Chargeable income in excess of RM500,000 @ 28%</li> <li>• 28%</li> </ul>
<p>Non-Malaysian tax resident (Note):</p> <ul style="list-style-type: none"> <li>• Individual and non-corporate unit holders</li> <li>• Corporate unit holders and trust bodies</li> </ul>	<ul style="list-style-type: none"> <li>• 28%</li> <li>• 28%</li> </ul>



(Company No. 179793-K)

The Board of Directors  
UOA Asset Management Sdn Bhd  
29 November 2005

Note:

Non-resident unit holders may be subject to tax in their respective countries depending on the provisions of the tax legislation in the respective countries and any existing double taxation arrangements with Malaysia.

**Gains from sale of units**

Gains arising from the realisation of investments will not be subject to income tax in the hands of unit holders unless they are insurance companies, financial institutions or traders/ dealers in securities.

**Unit splits and Reinvestment of distributions**

Unit holders may also receive new units as a result of unit splits or may choose to reinvest their distributions. The tax implications of these are as follows:

- Unit splits - new units issued by the REIT pursuant to a unit split will not be subject to tax in the hands of the unit holders.
- Reinvestment of distributions - Unit holders may choose to reinvest their income distribution in new units by informing the Manager. In this event, the unit holder will be deemed to have received the distribution and reinvested it with the REIT.

\*\*\*\*\*

We hereby confirm that, as at the date of this letter, the statements made in this report correctly reflect our understanding of the tax position under current Malaysian tax legislation and the related interpretation and practice thereof, all of which are subject to change, possibly on a retrospective basis. We have not been retained (unless specifically instructed hereafter), nor are we obligated to monitor or update the statements for future conditions that may affect these statements.



**ERNST & YOUNG** Tax Consultants Sdn. Bhd.

(Company No. 179793-K)

The Board of Directors  
UOA Asset Management Sdn Bhd  
29 November 2005

The statements made in this letter are not intended to be a complete analysis of the tax consequences relating to an investor in the REIT. As the particular circumstances of each investor may differ, we recommend that investors obtain independent advice on the tax issues associated with an investment in the REIT.

Yours faithfully

**Ernst & Young Tax Consultants Sdn Bhd**



**Lee Choong San**  
**Executive Director**

Ernst & Young Tax Consultants Sdn. Bhd. has given their consent to the inclusion of their letter as Tax Adviser in the form and context in which it appears in this Prospectus and has not withdrawn such consent prior to the delivery of a copy of this Prospectus for approval.

---

## **18. General Information**

---

### **18.1 Other Pertinent Information to Unitholders**

**(i) Means by which Unitholders Can Keep Abreast of Developments of UOA REIT**

Unitholders can keep abreast of the development of UOA REIT via announcements made on Bursa Securities' website ([www.bursamalaysia.com](http://www.bursamalaysia.com)), annual reports and interim reports that will be sent to Unitholders.

**(ii) Means by which Unitholders Can Keep Track of the Current Price per Unit/ NAV per Unit**

Unitholders are able to keep track of the market price per Unit and the NAV per Unit as announced by us through Bursa Securities' website ([www.bursamalaysia.com](http://www.bursamalaysia.com)) and daily Malaysian newspapers (*in English and Bahasa Malaysia*). UOA REIT will also be providing the Unitholders with an annual report and interim report each year on its performance which will also include information on the NAV per Unit.

**(iii) Unitholders Services Centre**

If you require any assistance on UOA REIT, you may contact us at:-

UOA Asset Management Sdn Bhd  
c/o Symphony Share Registrars Sdn Bhd (378993-D)  
Level 26, Menara Multi Purpose  
Capital Square  
8, Jalan Munshi Abdullah  
50100 Kuala Lumpur  
Malaysia

Telephone No : 603-2721 2222  
Fax No : 603-2721 2530/1

### **18.2 Consents**

The Auditors and Reporting Accountants have, before the issue of this Prospectus, given and have not subsequently withdrawn its written consents to the inclusion in this Prospectus of its name, letters relating to the profit estimate, forecast and projections as well as letter relating to the proforma balance sheets in the form and context in which they are contained in this Prospectus.

The Taxation Adviser has, before the issue of this Prospectus, given and has not subsequently withdrawn its written consents to the inclusion in this Prospectus of its name and the Taxation Adviser Letter in the form and context in which they are contained in this Prospectus.

The Independent Property Valuer has, before the issue of this Prospectus, given and has not subsequently withdrawn its written consents to the inclusion in this Prospectus of its name and the Valuation Certificate in the form and context in which they are contained in this Prospectus.

---

## **18. General Information (Cont'd)**

---

### **18.3 Documents for Inspection**

Copies of the following documents may be inspected, without charge, at our registered office and/or the registered office of the Trustee during normal business hours for a period of twelve(12) months from the date of this Prospectus:

- (i) the Deed;
- (ii) the material contracts referred to in Section 18.4 of this Prospectus;
- (iii) the Reporting Accountants' letters relating to profit estimate, forecast and projections for FYE 31 December 2005 to 31 December 2008 and Proforma Balance Sheets of UOA REIT together with the bases and assumptions as included in Sections 8.2, 8.3 and 8.7 respectively;
- (iv) the valuation reports on UOA Centre Parcels, UOA II Parcels and UOA Damansara Parcels;
- (v) the Valuation Certificate as included in Section 16 of this Prospectus;
- (vi) the Taxation Adviser's letter included in Section 17.3 of this Prospectus; and
- (vii) the letters of consent referred to in Section 18.2 of this Prospectus.

### **18.4 Material Contracts**

Save as disclosed below, there are no other material contracts (*including contracts not reduced into writing*), not being contracts entered into in the ordinary course of business, which have been entered into that relate to UOA REIT within two years preceding the date of this Prospectus:

- (i) the Deed dated 28 November 2005 entered into between the Trustee and us as the Manager constituting UOA REIT;
- (ii) the Property Sale and Purchase Agreement dated 29 November 2005 entered into between Wisma UOA Sdn Bhd as the vendor and the Trustee as the purchaser for the sale and purchase of:
  - (a) UOA Centre Parcels for a consideration of RM57,600,000 satisfied by the issuance of 36,950,943 new Units at an issue price of RM1.00 per Unit and cash consideration of RM20,649,057; and
  - (b) UOA II Parcels for a consideration of RM180,900,000 satisfied by the issuance of 116,049,057 new Units at an issue price of RM1.00 per Unit and cash consideration of RM64,850,943;
- (iii) the Property Sale and Purchase Agreement dated 29 November 2005 entered into between Damai Positif Sdn Bhd as the vendor and the Trustee as the purchaser for the sale and purchase of UOA Damansara Parcels for a consideration of RM72,000,000 satisfied by the issuance of 72,000,000 new Units at an issue price of RM1.00 per Unit;
- (iv) the Underwriting Agreement dated 29 November 2005 entered into between the Managing Underwriter, the Underwriters, the Offerors and us for the underwriting of 13,000,000 IPO Units under the Retail Offering at the underwriting commission rates of 0.25% and 1.25% of the Retail Price of RM1.15 per Unit and upon the terms and conditions contained therein; and

---

**18. General Information (Cont'd)**

---

- (v) the Property Management Agreement dated 29 November 2005 entered into between CJLJ, the Trustee and us pursuant to which the Property Manager will provide certain property management services for the Properties Parcels.

**18.5 Real Estate Purchased or to be Purchased out of the Proceeds of the Issue within the Two Preceding Years**

Other than the Acquisitions, there is no other transaction, directly or indirectly, relating to any real estate purchased or to be purchased out of proceeds of the IPO within the preceding two (2) years from the date of this Prospectus.

**18.6 Directors' Declaration**

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

<b>THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK</b>
--



---

## **19. Salient Terms of Deed**

---

The following information is a summary of the provisions of the Deed. A copy of the Deed, together with all relevant exemptions and waivers by the SC or Bursa Securities, as the case may be, can be inspected at our registered office during normal business hours. The provisions of the SC Act, the Guidelines on REIT, the Unit Trust Guidelines and the Central Depositories Act, the business rules of Bursa Depository and the Securities Industry (Central Depositories) (Foreign Ownership) Regulations while the Units are deposited with the Bursa Depository pursuant to the Central Depositories Act and the Listing Requirements while the Units are listed on Bursa Securities, as amended from time to time, except to the extent of any express written exemption or waiver (together, the "**REIT Regulatory Regime**"), affect the terms of the Deed and the rights and obligations of the Trustee, us and the Unitholders.

Units which are listed on Bursa Securities will be deposited with Bursa Depository or any other computerised or electronic system of transfer or registration in accordance with the provisions of the Central Depositories Act. For so long as the Units have been prescribed as a **prescribed security** and are deposited with the Bursa Depository pursuant to the Central Depositories Act, a depositor whose name appears in the record of depositors maintained by the Bursa Depository shall be deemed to be a Unitholder and shall, subject to the Central Depositories Act and regulations thereunder, be entitled to the number of Units stated in the record of depositors and all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Units.

The Deed is a complex document and investors should refer to the Deed and the REIT Regulatory Regime themselves for a detailed understanding of UOA REIT.

### **19.1 The Deed**

UOA REIT is a real estate investment trust constituted by the Deed and principally regulated by Securities Laws (as defined in section 2(1) of the SC Act), the Guidelines on REIT, the Bursa Securities Listing Requirements, the rules of Bursa Depository and taxation laws and rulings (collectively "Applicable Laws and Requirements").

The Deed was entered into on 28 November 2005 between the Trustee, as the trustee of UOA REIT and us, as the manager of UOA REIT, and the Deed took effect on 29 November 2005 when it was registered with the SC.

The terms and conditions of the Deed shall be binding on each Unitholder (and persons claiming through such Unitholder) as if such Unitholder had been a party to the Deed and as if the Deed contains covenants by such Unitholder to observe and be bound by the provisions of the Deed and an authorisation by each Unitholder to do all such acts and things as the Deed may require us and/or the Trustee to do.

The provisions of the Applicable Laws and Requirements prescribe certain terms of the Deed and certain rights, duties and obligations of the Manager, the Trustee and the Unitholders under the Deed. The Guidelines on REIT also impose certain restrictions on REITs established in Malaysia, including a restriction on the types of investments which REITs established in Malaysia may hold, a general limit on their level of borrowings (up to a maximum of 35% of the total asset value of UOA REIT at the time the borrowing is incurred) and certain restrictions with respect to transactions with related parties.

### **19.2 The Units and Unitholders**

The rights and interests of Unitholders are contained in the Deed. Under the Deed, the Trustee safeguards these rights and interest.

Each Unit represents an undivided interest in UOA REIT. A Unitholder has no equitable or proprietary interest in the underlying assets of UOA REIT and is not entitled to the transfer to it of any assets (or any part thereof) or any interest in any assets (or any part thereof) of UOA REIT. A Unitholder's right is limited to the right to require due administration of UOA REIT in accordance with the provisions of the Deed, including without limitation, by suit against the Trustee or us.

---

## **19. Salient Terms of Deed (Cont'd)**

---

Under the Deed, each Unitholder acknowledges that it will not commence or pursue any action against the Trustee or us seeking an order for specific performance or for injunctive relief in respect of the assets of UOA REIT (or any part thereof), and waives any rights it may otherwise have to such relief. If the Trustee or us breach or threaten to breach our duties or obligations to the Unitholders under the Deed, the Unitholders' recourse against the Trustee or us is limited to a right to recover damages or compensation from the Trustee or us in a court of competent jurisdiction and the Unitholders acknowledge and agree that damages or compensation is an adequate remedy for such breach or threatened breach.

A Unitholder may not interfere or seek to interfere with the Trustee's or our rights, powers, authority or discretion and exercise any right in respect of the assets of UOA REIT or any part thereof or lodge any caveat or other notice affecting the assets of UOA REIT or any part thereof, or require that the assets of UOA REIT or any part thereof be transferred to such Unitholder.

### **19.3 Issue of Units**

In addition to the IPO Units, we may from time to time, following the Listing, recommend an increase in the number of Units including by way of rights issue or bonus issue of Units to existing Unitholders in proportion to their holding of Units, by way of placement to any person, as consideration issue for subscription or such other methods as may be accepted by the SC. No fractions of Units shall be issued and we may ignore fractions and round down each Unitholder's entitlement to Units to the nearest whole number and has the absolute discretion to resolve any difficulties arising incidentally in relation to the creation or distribution of Units pursuant to the Deed.

The size UOA REIT upon Listing will be 228,000,000 Units. The prior approvals of the SC and the Trustee are required for any increase in the size of UOA REIT through creation of further Units. The prior approval of the Unitholders by way of an ordinary resolution or otherwise will also be required for the creation of further Units where stipulated in the Deed or under the Applicable Laws and Requirement.

The Units, upon Listing, may be traded on Bursa Securities and settled through Bursa Depository. As long as UOA REIT is listed on Bursa Securities, we may, subject to the provisions of the Deed and the Applicable Laws and Requirements, issue further Units at an issue price based on market-based principles taking into account the best interest of UOA REIT and the Unitholders.

### **19.4 Suspension of Issue of Units**

We or the Trustee may with the prior written approval of the other and subject to the Listing Requirement, suspend the issue of Units during:

- (a) any period when Bursa Securities or any other relevant recognised stock exchange is closed (otherwise than for public holidays) or during which dealings are restricted or suspended;
- (b) the existence of any state of affairs which, in the opinion of the Trustee and us, might seriously prejudice the interests of the Unitholders as a whole or of the assets of UOA REIT;
- (c) any breakdown in the means of communication normally employed in determining the NAV of UOA REIT, or when for any reason the NAV of UOA REIT cannot be promptly and accurately ascertained;
- (d) any period when remittance of money which will or may be involved in the realisation of any assets of UOA REIT or in the payment for such assets of UOA REIT cannot, in the opinion of the Trustee or us, be carried out at normal rates of exchange;



---

**19. Salient Terms of Deed (Cont'd)**

---

- (e) in relation to any general meeting of the Unitholders, the period of 48 hours before such general meeting or any adjournment thereof;
- (f) any period where the issuance of Units is suspended pursuant to any order or direction issued by Bursa Securities or any other authorised regulatory body; or
- (g) when the business operations of the Trustee or us in relation to UOA REIT are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection revolution, civil unrest, riots, strikes or acts of God.

Such suspension shall take effect forthwith upon the declaration in writing of the same by us or the Trustee (provided the prior written approval of the other is obtained) and shall terminate on the day following the first Market Day on which the condition giving rise to the suspension ceases to exist and no other conditions under which suspension is authorised (as set out above) exists, upon the declaration in writing of the same by us or the Trustee (provided the prior written approval of the other is obtained).

**19.5 Sale of Units**

In the event UOA REIT is delisted, we must sell Units upon the receipt of a written request from an investor to us requesting for purchase of Units, in such form as prescribed by us and approved by the Trustee unless we have reasonable grounds not to do so. On purchase the investor shall pay or caused to be paid to us the value of the Unit which is derived after dividing the NAV of UOA REIT at the next valuation point after we receive the request by the total number of Units in issue on the same day, provided that the total amount to be paid to us for the Units specified in the request shall be rounded to at least 4 decimal places after factoring the sales charge (if any) into the price and must be applied consistently.

**19.6 Repurchase of Units**

Upon delisting of UOA REIT, a Unitholder may issue a written request to us requesting for a repurchase of all or any of the Units in such form as prescribed by us and approved by the Trustee. We must repurchase the Units requested within a period of not more than 30 days from receipt of the request provided that all issue price monies in respect of the Units have been fully paid. On repurchase we shall pay or cause to be paid to the Unitholder the value of the Unit which is derived after dividing the NAV of UOA REIT at the next valuation point after we receive the request by the total number of Units in issue on the same day, provided that the total amount to be paid to the Unitholder for the Units specified in the request shall be rounded downwards to the nearest sen.

In complying with the request, we may select any of the following in respect of the whole or any part of the Units which we are required to repurchase:

- (a) we may temporarily repurchase the Units out of our own funds and pay the Unitholder the repurchase proceeds within 14 days from the date of receipt of the request by us and such repurchased Units shall within 30 days from the date of receipt of request, be:
  - (i) sold by us to a buyer or buyers; or
  - (ii) surrendered by us to the Trustee for cancellation and reimbursement out of the assets of UOA REIT. The Trustee shall, within 30 days after receipt of our cancellation request reimburse us at the then current repurchase price; or
- (b) we may find a buyer or buyers for the Units to be repurchased at a price which must be at least the repurchase price within the period of not more than 30 days from date of receipt of the request by us; or

---

## **19. Salient Terms of Deed (Cont'd)**

---

- (c) we may request the Trustee to redeem the Units to be repurchased and pay the Unitholder the repurchase price out of the assets of UOA REIT within the period of not more than 30 days from date of receipt of the request by us and we shall ensure that a sufficient amount of the assets of UOA REIT are available in cash to enable the Trustee to make such payment.

Where we temporarily holds Units in situations stated in (a) above, we may be entitled to a return on capital in the event of a winding-up of UOA REIT, and distribution of income rights provided that the income distribution is based on Unit days of participation.

In the event that the Trustee is directed to redeem the Units and where the Trustee considers that it is not in the interests of the Unitholders to incur borrowings for the redemption in the manner allowed under the Applicable Laws and Requirements or permit the assets of UOA REIT to be sold or that the said assets of UOA REIT cannot be liquidated at an appropriate price or on adequate terms, the Trustee shall refuse to comply with such request and to sell any of the assets of UOA REIT and shall suspend the repurchase of Units and immediately convene a meeting of Unitholders to decide on the next course of action.

The suspension of the repurchase of Units shall only be exercised where the interest of the Unitholders or potential Unitholders would be materially affected if the repurchase of Units were not suspended. We may also suspend the repurchase of Units for any period when the issue of Units is suspended.

### **19.7 Rights and Liabilities of Unitholders**

The key rights of Unitholders include rights to:

- (i) receive income and other distributions attributable to the Units held;
- (ii) receive the reports of UOA REIT; and
- (iii) participate in the termination of UOA REIT by receiving a share of all net cash proceeds derived from the realisation of the assets of UOA REIT less any liabilities, in accordance with their proportionate interest in UOA REIT.

No Unitholder has a right to require any assets of UOA REIT to be transferred to him/her.

Unitholders cannot give any directions to the Trustee or us (whether at a meeting of Unitholders or otherwise) if it would require the Trustee or us to do or omit doing anything which may result in any restriction on:

- (i) UOA REIT ceasing to comply with the Applicable Laws and Requirements; or
- (ii) the exercise of any discretion expressly conferred on the Trustee or us by the Deed or the determination of any matter which, under the Deed, requires the agreement of either or both of the Trustee and us.

The Deed contains provisions that are designed to limit the liability of a Unitholder to the amount paid or payable for any Unit. The provisions seek to ensure that if the issue price of the Units held by a Unitholder has been fully paid, no such Unitholder, by reason alone of being a Unitholder, will be personally liable to indemnify the Trustee or any creditor of UOA REIT in the event that the liabilities of UOA REIT exceeds its assets.

---

## **19. Salient Terms of Deed (Cont'd)**

---

### **19.8 Amendments of the Deed**

Save where an amendment to the Deed has been approved by a resolution of not less than 2/3 of all Unitholders for the time being (or such other majority as may be required under the Guidelines on REIT) passed at a meeting of Unitholders duly convened and held in accordance with the provisions of the Deed, no amendment may be made to the provisions of the Deed unless the Trustee certifies, in its opinion, that such amendment does not materially prejudice the interest of Unitholders and does not operate to release to any material extent the Trustee or us from any responsibility to the Unitholders, and is:

- (a) necessary or expedient to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law) including the requirements under the Applicable Laws and Requirements or any changes to any of the foregoing from time to time;
- (b) made to correct a manifest error or is of a formal, technical or administrative nature only;
- (c) necessary or expedient for the purpose of complying with any ruling issued by the Malaysian taxation authorities relating to taxation of the REIT and/or the Unitholders (including modifications to provisions on distributions under the Deed in order to comply with any ruling on taxation relating to the REIT or the Unitholders); or
- (d) in any other circumstances not materially adverse to the interest of the Unitholders and not likely to become so.

### **19.9 Meetings of Unitholders**

Under the Applicable Laws and Requirements and the provisions of the Deed, UOA REIT will not hold any meetings for Unitholders unless the Trustee or we convene or unless not less than 50 Unitholders or 1/10<sup>th</sup> in number of Unitholders, whichever is lesser, request a meeting to be convened.

Any decision to be made by resolution of Unitholders shall be made by Ordinary Resolution, unless a Special Resolution is required by the Applicable Laws and Requirement and/or the Deed.

At least 14 days' notice of every meeting (other than a meeting convened to pass a Special Resolution, which requires at least 21 days' notice) shall be given to the Unitholders in the manner provided in the Deed. The quorum at a meeting shall be as follows:

- (a) where an Ordinary Resolution is to be proposed, at least 5 persons holding or representing by proxy at least 10% of all the Units which carry the right to vote at the meeting; and
- (b) where a Special Resolution is to be proposed, at least 5 persons holding or representing by proxy at least 15% of all the Units which carry the right to vote at the meeting.

Voting at a meeting shall be by show of hands provided that a poll shall be taken in any case where:

- (a) it is required by the Deed or by law that the question be decided by a majority which is to be measured by a percentage of the votes of those present; or
- (b) it is demanded either before or immediately after any question is put to a show of hands by Unitholders present, holding (or representing by proxy) between them not less than 5% of the Units issued.

Unitholders do not have different voting rights on account of the number of Units held by a particular Unitholder. On a show of hands, every Unitholder has 1 vote. On a poll, every Unitholder has 1 vote for each Unit it holds.



---

## **19. Salient Terms of Deed (Cont'd)**

---

A Unitholder shall be entitled to attend and vote at any meeting of Unitholders, and shall be entitled to appoint another person (whether a Unitholder or not) as its proxy to attend and vote. Where a Unitholder is a corporation, its duly authorised representative shall be entitled to attend and vote at any meeting of Unitholders, and shall be entitled to appoint another person (whether a Unitholder or not) as its proxy to attend and vote. Where the Unitholder is an authorised nominee as defined under the Central Depositories Act, it may appoint at least 1 proxy in respect of each CDS Account it holds with Units standing to the credit of the said CDS Account. Where a Unitholder appoints 2 proxies in accordance with this provision the appointment shall be invalid unless it specifies the proportions of its holdings to be represented by each proxy. Such proxy shall have the same rights as the member to vote whether on a poll or a show of hands, to speak and to be reckoned in a quorum.

We are not permitted to hold Units other than up to 1,000 initial Units which must be disposed of on the Market Day immediately following the Listing. Neither we nor our related corporations or associated persons (as defined in the Deed) shall be entitled to vote in respect of any matter and shall not be counted in a quorum, unless otherwise permitted by the SC.

### **19.10 Directors' Declaration of Unitholdings**

Under the Deed, our directors are required to give notice to us of their acquisition of Units or to changes to the number of Units which they hold or in which they have an interest, within 2 Market Days after such acquisition or the occurrence of the event giving rise to changes in the number of Units which they hold or in which that have an interest, as applicable.

Our director is deemed to have an interest in Units in similar circumstances where a person would be deemed to have an interest in a share pursuant to Section 6A of the Act.

### **19.11 Role of the Trustee**

The Trustee's powers, duties and obligations are set out in the Deed and are summarised in Section 13.2 of this Prospectus.

In the exercise of its powers, the Trustee may (on our recommendation) and subject to the provision of the Deed, acquire or dispose of any real or personal property, borrow and encumber any assets.

The Trustee may, subject to the provisions of the Deed, appoint an engage:

- (i) a person or entity to exercise any of its powers or perform its obligations (subject to the approval of SC for such delegation); and
- (ii) agent and experts to assist the Trustee in carrying out and performing its duties and functions as owner of the assets of UOA REIT.

Although the Trustee may borrow money and obtain other financial accommodation for the purposes of UOA REIT, both on a secured and unsecured basis, we must not direct the Trustee to incur a liability if to do so would mean that total liabilities of UOA REIT exceeds 35% (or such other limit as may be permitted by the Guidelines on REIT) of the total asset value of UOA REIT at the time of borrowings are incurred.

The Trustee must carry out its functions and duties and comply with all the obligations imposed on it by the Applicable Laws and Requirement and set out on in the Deed. It must retain or cause to be retained the assets of UOA REIT in safe custody and cause the accounts of UOA REIT to be audited. It must also cause a qualified valuer to value the real estate held by UOA REIT (directly or through single-purpose companies) at least once in every 3 years from the last valuation date or as the Guidelines on REIT may stipulate.

---

## **19. Salient Terms of Deed (Cont'd)**

---

The Trustee is not personally liable to a Unitholder in connection with the office of the Trustee except in respect of its own fraud, negligence, wilful default, breach of duty or breach of trust. Any liability incurred and any indemnity to be given by the Trustee shall be limited to the assets of UOA REIT over which the Trustee has recourse, provided that the Trustee has acted without fraud, negligence, wilful default, breach of trust or breach of the Deed. The Deed contains certain indemnities in favour of the Trustee under which it will be indemnified out of the assets of UOA REIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

### **19.12 Role of the Manager**

Our powers, duties and obligations are set out in the Deed and are summarised in Section 11.3 of this Prospectus.

We may, subject to the provisions of the Deed, appoint an engage:

- (i) a person or entity to exercise any of our powers or perform its obligations (subject to the approval of SC for such delegation, where required); and
- (ii) agent and experts to assist us in carrying out and performing our duties and functions as management company of UOA REIT.

We are not personally liable to a Unitholder in connection with our office except in respect of our own fraud, negligence, wilful default, breach of duty. Any liability incurred and any indemnity to be given by us shall be limited to the assets of UOA REIT over which we have recourse, provided that we have acted without fraud, negligence, wilful default or breach of the Deed. The Deed contains certain indemnities in favour of us under which we will be indemnified out of the assets of UOA REIT for liability arising in connection with certain acts or omissions. These indemnities are subject to any applicable laws.

### **19.13 Retirement, Removal and Replacement of the Trustee and Manager**

The provisions of the Deed on the retirement, removal and replacement of the Trustee and us are summarised in Sections 11.8 and 13.3 of this Prospectus.

### **19.14 Trustee's Fees and Manager's Fees**

The provisions of the Deed on the Trustee's fees and our fees are summarised in Sections 9.1 and 9.3 of this Prospectus.

### **19.15 Permitted Charges to UOA REIT**

Under the Deed, the Trustee and us are entitled to be reimbursed for all fees, costs, charges, expenses and outgoings reasonably and properly incurred and that are directly related and necessary to the business of UOA REIT including as follows:

- (a) fees and costs of convening and holding of any meeting of Unitholders and carrying out any directions or resolutions of any such meeting, other than those convened by or for our benefit;
- (b) stamp duty on cheques and bank fees and charges incurred in connection with the keeping of or the transaction of business on the bank accounts for the Trustee or us in relation to UOA REIT and its management;
- (c) the cost of printing and sending out to Unitholders, accounts, cheques, distribution statements, reports, circulars and other notices or documents, and the cost of keeping proper books of accounts and the register of Unitholders;

---

**19. Salient Terms of Deed (Cont'd)**

---

- (d) the cost of preparing and printing any prospectus or any other offering document registered including underwriting brokerage and commissions, advisors fees and expenses, fees payable to regulatory authorities, printing and advertising charges provided that the no service charge or upfront fee is payable to us in connection with such issue;
- (e) all duties, taxes, charges, expenses and outgoings which may be charged UOA REIT by the Government and other authorities;
- (f) all outgoings relating to the investment or administration of assets of UOA REIT including quit rent, assessment, water rates, repairs and maintenance, insurance, electricity and cleaning charges incurred in relation to any real estate held by UOA REIT;
- (g) such other costs and expenses set out in the Deed or that the Trustee accepts as being directly in relation and necessary to the business of UOA REIT;

However, expenses associated with the management and administration of UOA REIT, including general overheads and cost for services which the Trustee or we are expected to provide, or falling within the normal expertise of the Trustee or us and fees and expenses of any person appointed to carry out our investment management function must not be charged to UOA REIT.

The Trustee must ensure that the amount of expenses charged to UOA REIT is not excessive or beyond standard commercial rates. The Trustee must exercise its discretion carefully and appropriately in determining the legitimacy of the expense and whether or not to allow all or any of the expenses to be charged to UOA REIT.

**19.16 Termination of UOA REIT**

Under the provisions of the Deed, UOA REIT shall end on the date on which UOA REIT is terminated under the following circumstances:

- (i) if at a duly convened meeting of Unitholders a Special Resolution is passed that UOA REIT be terminated; or
- (ii) if we are in liquidation or where the Trustee is of the opinion that the we have ceased to carry on business or have, to the prejudice of the Unitholders, failed to comply with any provision or covenant of the Deed or contravened any provisions of any relevant laws, guidelines or regulatory requirements, and at a meeting duly summoned in accordance with Section 110 of the SC Act, a Special Resolution is passed that UOA REIT be terminated; or
- (iii) if we notify the Trustee in writing that less than 100,000,000 Units (or such minimum number permitted by the SC and Bursa Securities) are held by Unitholders and recommends that UOA REIT be terminated; or
- (iv) if at any time during the life of UOA REIT, we, after consultation with the Trustee, are of the opinion that changes in the economic climate or taxation law have caused or are likely to cause Unitholders to be detrimentally affected, we request the Trustee to summon a meeting of Unitholders and place a Special Resolution before such a meeting, setting out the action they recommend the meeting to endorse to meet such changes, and the meeting decides to terminate UOA REIT; or
- (v) if the Listing does not take place within 3 months from the date of this Prospectus for the Listing.

Upon any decision to terminate UOA REIT in accordance with the Deed, we shall notify all Unitholders of such termination, the reason and the date of the decision to terminate UOA REIT.



---

**19. Salient Terms of Deed (Cont'd)**

---

Generally, upon the termination of UOA REIT, the Trustee shall, subject to any authorisations or directions given to it by us or the Court (which is required to confirm the resolution of Unitholders for terminating UOA REIT) pursuant to the Deed, sell the assets of UOA REIT and repay or make provisions for all liabilities of UOA REIT in accordance with the Deed before applying the balance of proceeds to the Unitholders in accordance with their proportionate interests in UOA REIT.

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **20. Salient Terms of Property Sale and Purchase Agreements**

On 29 November 2005, OSK Trustees (*as trustee of UOA REIT*) entered into the Property Sale and Purchase Agreements with each of the Vendors for the acquisitions of the Properties Parcels from the Vendors for a total purchase consideration of RM310,500,000.

Pursuant to the Property Sale and Purchase Agreement in relation to the Acquisition of UOA Centre Parcels and the Acquisition of UOA II Parcels, the purchase consideration of RM238.5 million shall be satisfied as follows:

- (a) by the issuance of 153,000,000 new Units at an issue price of RM1.00 per Unit of which 36,950,943 Units are for UOA Centre Parcels and 116,049,057 Units are for UOA II Parcels; and
- (b) by cash amounting to RM85,500,000 of which RM20,649,057 is for UOA Centre Parcels and RM64,850,943 is for UOA II Parcels, funded by bank borrowings;

Pursuant to the Property Sale and Purchase Agreement in relation to the Acquisition of UOA Damansara Parcels, the purchase consideration of RM72,000,000 for UOA Damansara Parcels shall be satisfied entirely by the issuance of 72,000,000 new Units at an issue price of RM1.00 per Unit.

The salient terms of the Property Sale and Purchase Agreements for the Properties Parcels are summarised below:

- (a) The acquisition of the Properties Parcels is subject to the developer, LTG Development Sdn Bhd giving its written consent to the assignment of the Properties Parcels from the Vendors in favour of OSK Trustees (*as trustee of UOA REIT*) in respect of all rights title interests and benefits in and to the principal sale agreement and the Properties Parcels ("Developer's Consent"). If the Developer's Consent is granted subject to any conditions, the Developer's Consent shall be deemed to have been obtained upon fulfilment or satisfaction of all conditions;
- (b) The Property Sale and Purchase Agreements are interdependent and OSK Trustees is not obliged to complete the purchase of any one of the Properties Parcels unless the purchase of all the Properties Parcels is completed under the respective Property Sale and Purchase Agreements;
- (c) The sale of the Properties Parcels is subject to the following main conditions:
  - (i) the Properties Parcels are free from encumbrances and to be sold subject to any express conditions of title and restrictions in interest affecting the Properties Parcels;
  - (ii) UOA Centre Parcels and UOA II Parcels are to be sold and assigned subject to the execution of the novation agreements by the tenants of the existing tenancies in favour of OSK Trustees (*as trustee of UOA REIT*);
  - (iii) UOA Damansara Parcels are to be sold and assigned subject to the Vendor procuring the respective tenants of the existing tenancies to execute novation agreements or fresh tenancy agreements with OSK Trustees (*as trustee of UOA REIT*) based on terms and conditions not less favourable than the existing tenancies at the Vendor's own cost and expense;
- (d) Specific representations and warranties about the Properties Parcels and tenancies are made by each of the Vendors of the Properties Parcels;
- (e) Simultaneously with the execution of the Property Sale and Purchase Agreements, OSK Trustees (*as trustee of UOA REIT*) shall execute a deed of covenants to inter alia govern and regulate the rights and obligations of OSK Trustees and the other owners and the developer or the management corporation for the use and enjoyment of the building;

## **20. Salient Terms of Property Sale and Purchase Agreements (Cont'd)**

- (f) Upon the issuance of strata titles to the Properties Parcels and subject to the satisfaction by OSK Trustees (as trustee of UOA REIT) of the purchase consideration and the due observance by OSK Trustees of all the terms and conditions of Property Sale and Purchase Agreements, the Vendors shall, within 30 days after the date of issuance of the strata title or titles, cause to be delivered to OSK Trustees the strata titles to the Properties Parcels and a valid and registrable transfers in respect of the Properties Parcels in favour of OSK Trustees (as trustee of UOA REIT), free from encumbrances together with all other related documents pertaining thereto;
- (g) On completion, each of the Vendors will:
  - (i) issue a notice to each of the existing tenants stating the completion date is the effective date of the novation agreements in relation to UOA Centre Parcels and UOA II Parcels and novation agreements or fresh tenancy agreements in relation to UOA Damansara Parcels and extend a copy of such notice to OSK Trustees (as trustee of UOA REIT), and pay over to OSK Trustees all security deposits, and utilities deposits and rental (in respect of the period after the completion date) paid to the Vendors under the existing tenancies;
  - (ii) apportion to the all rentals due and payable but unpaid under the existing tenancies on completion and immediately pay over the same (in respect of the period after the completion date) to OSK Trustees;
  - (iii) deliver or cause to be delivered to OSK Trustees all relevant documents, agreements, licences, permits, approvals, consents, plans and drawings in respect of the Properties Parcels; and
  - (iv) deliver legal or vacant possession of the Properties Parcels to OSK Trustees (as trustee of UOA REIT).

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

---

## **21. Procedures For Application and Acceptance for the Retail Offering**

---

### **21.1 Opening and Closing of Application**

The application for the IPO Units will open at 10.00 am on 13 December 2005 and will remain open until 5.00 pm on 20 December 2005 or for such further period or periods as our Directors, the Sponsor and/or the Offerors, together with the Managing Underwriter in their absolute discretion may decide. Where the closing date of application is extended from the original closing date, the notice of such extension(s) will be advertised in a widely circulated daily Bahasa Malaysia and English newspapers. Late applications will not be accepted. Should there be an extension of the closing date, the price determination, balloting, allotment of IPO Units, and listing of UOA REIT may be extended accordingly.

### **21.2 Procedure for Application**

#### **21.2.1 Methods of Application**

Application Forms or Electronic Applications.

#### **21.2.2 Types of Application Forms**

The following relevant Application Forms issued with the notes and instructions printed within are enclosed with this Prospectus and are deemed to form part thereof:-

- (i) **Pink** Application Forms for application by the eligible employees, Directors and business associates of the UOA Holdings Group;
- (ii) **White** Application Forms for application by the Malaysian Public of which at least 30% is set aside strictly for Bumiputera individuals, companies, co-operatives, societies and institutions; and

**White** Application Forms together with copies of this Prospectus may be obtained, subject to availability, from AmMerchant Bank, participating organisations of Bursa Securities, members of the Association of Banks in Malaysia, members of the Association of Merchant Banks in Malaysia and MIH.

**Pink** Application Forms together with copies of this Prospectus will be sent out to the eligible employees, Directors and business associates of the UOA Holdings Group.

Only one (1) Application Form from each applicant will be considered and applications must be for 100 Units or multiples thereof. **Multiple applications will not be accepted. If you submit multiple applications in your own name or by using the name of others, with or without their consents, you commit an offence under Section 87A of the Securities Industry Act, 1983 ("SIA") and if convicted, may be punished with a minimum fine of RM1,000,000 and to a jail term of up to ten(10) years under Section 88B of the SIA.**

**THE AMOUNT PAYABLE IN FULL UPON APPLICATION IS RM1.15 PER IPO UNIT. IF YOU SUBMIT AN APPLICATION BY WAY OF APPLICATION FORM, YOU MAY NOT SUBMIT APPLICATIONS BY WAY OF ELECTRONIC APPLICATIONS AND VICE VERSA. A CORPORATION OR INSTITUTION CANNOT APPLY FOR THE UNITS BY WAY OF ELECTRONIC APPLICATION.**

The Final Retail Price will be determined after the Institutional Price is fixed. If the Final Retail Price is lower than the Retail Price of RM1.15, a refund of the difference will be made without any interest. The refund in the form of a cheque will be despatched to successful applicants through ordinary mail to the addresses of the successful applicants as stated in the record of Bursa Depository within ten (10) Market Days from the final ballot of the applications at the successful applicants' own risk.



## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

### **21.2.3 General Conditions for Applications**

The application shall be made in connection with and subject to the terms of this Prospectus and the Deed.

**(i) Applications and Acceptances by Eligible Employees, Directors and Business Associates of the UOA Holdings Group**

Applications for the 3,000,000 Units reserved for eligible employees, Directors and business associates of the UOA Holdings Group must be made on the special **Pink** Application Forms provided, and **NOT** on any other Application Form or by way of Electronic Application through a Participating Financial Institution's ATM.

**(ii) Application by the Malaysian Public for Allocations via Balloting**

Applications for the 10,000,000 Units made available for applications by the Malaysian Public must be made on the **White** Application Forms provided or by way of Electronic Application through a Participating Financial Institution's ATM. A corporation or institution cannot apply for the Units by way of Electronic Application.

Directors and employees of MIH and their immediate families are strictly prohibited from applying for the IPO Units. Save for the allocation pursuant to the pink form allocation, Directors (*including one who is designated as a director under the Companies Act, 1965*) of UOA Holdings and its subsidiary company and the associates of such Directors are not allowed to apply for the IPO Units.

**You must have a CDS Account before making the application.**

**MULTIPLE APPLICATIONS MADE SHALL BE REJECTED. YOU MAY ONLY SUBMIT ONE (1) APPLICATION FORM.**

**IF YOU ARE NOT A MEMBER OF THE ARMED FORCES OR POLICE, YOUR NAME, NATIONAL REGISTRATION IDENTITY CARD NUMBER AND ADDRESS MUST BE EXACTLY THE SAME AS STATED IN:-**

- (a) (i) YOUR NATIONAL REGISTRATION IDENTITY CARD ("**NRIC**"); OR
  - (ii) ANY VALID TEMPORARY IDENTITY DOCUMENT AS ISSUED BY THE NATIONAL REGISTRATION DEPARTMENT FROM TIME TO TIME; OR
  - (iii) YOUR RESIT PENGENALAN SEMENTARA (JPN 1/9) ISSUED PURSUANT TO PERATURAN 5(5) PERATURAN-PERATURAN PENDAFTARAN NEGARA 1990; AND
- (b) THE RECORDS OF BURSA DEPOSITORY.

**IF YOU ARE A MEMBER OF THE ARMED FORCES OR POLICE, YOUR NAME, AND YOUR ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE, MUST BE EXACTLY THE SAME AS STATED IN YOUR AUTHORITY CARD.**

**IF YOU ARE A CORPORATE/INSTITUTIONAL APPLICANT, YOUR NAME AND THE CERTIFICATE OF INCORPORATION NUMBER MUST BE EXACTLY THE SAME AS YOUR CERTIFICATE OF INCORPORATION.**

Neither us nor MIH will acknowledge the receipt of Application Forms or application monies.

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

### **21.3 Terms and Conditions for Applications using Application Forms**

Application by way of Application Forms shall be made on, and subject to, the terms and conditions appearing below:-

- (a) If you are an individual, you must be a Malaysian Citizen residing in Malaysia, with Malaysian address and with CDS Account.
- (b) If you are a corporation/institution incorporated in Malaysia, you must have a CDS Account and be subject to the following:-
  - (i) If you have a share capital, more than half of the issued share capital (*excluding preference share capital*) is held by Malaysian citizens; and
  - (ii) There is a majority of Malaysian citizens on your board of Directors/trustee.
- (c) If you are a superannuation, provident or pension funds, you must be established or operating in Malaysia and with a CDS Account.
- (d) Applications will not be accepted from trustees, any person under 18 years of age, sole proprietorships, partnership or other incorporated bodies or associations, other than corporations/institutions referred to in item 21.3 (b) and (c) above or the trustees thereof.
- (e) The Application Form must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Forms. In accordance with Section 41(2) of the Securities Commission Act 1993, the Application Form together with the Notes and Instructions printed within are accompanied by this Prospectus. Applications which **do not strictly** conform to the terms of this Prospectus or Application Form or Notes and Instructions printed within or which are illegible may not be accepted.
- (f) EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCES IN RINGGIT MALAYSIA FOR THE FULL AMOUNT PAYABLE EITHER BY:-
  - BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND DRAWN ON A BANK IN KUALA LUMPUR (*differentiated by a special red band for Bumiputera applicants*); OR
  - CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES IN MALAYSIA AND DRAWN ON A BANK IN KUALA LUMPUR (*differentiated by a special red band for Bumiputera applicants*); OR
  - MONEY ORDER OR POSTAL ORDER (*for applicants from Sabah and Sarawak only*); OR
  - GUARANTEED GIRO ORDER ("GGO") from Bank Simpanan Nasional Malaysia Berhad (*differentiated by a special red band for Bumiputera applicants*); OR



## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

- ATM STATEMENT OBTAINED FROM ANY OF THE FOLLOWING FINANCIAL INSTITUTIONS:-
  - Alliance Bank Malaysia Berhad (88103-W);
  - AmBank (M) Berhad (8515-D);
  - Affin-ACF Finance Berhad (6521-U);
  - Bumiputra-Commerce Bank Berhad (13491-P);
  - EON Bank Berhad (92351-V);
  - Hong Leong Bank Berhad (97141-X);
  - Malayan Banking Berhad (3813-K);
  - Public Bank Berhad (6463-H);
  - RHB Bank Berhad (6171-M);
  - Southern Bank Berhad (5303-W); or
  - Southern Finance Berhad (3838-T).

MADE OUT IN FAVOUR OF:-

**"MIH UNIT ISSUE ACCOUNT NO: 400"**

AND CROSSED "**A/C PAYEE ONLY**" (EXCLUDING ATM STATEMENTS) AND ENDORSED ON THE REVERSE SIDE WITH YOUR NAME AND ADDRESS.

APPLICATIONS ACCOMPANIED BY ANY MODE OF PAYMENT OTHER THAN THOSE STATED ABOVE OR WITH EXCESS OR INSUFFICIENT REMITTANCE OR INAPPROPRIATE BANKER'S DRAFT/CASHIER'S ORDERS/MONEY ORDERS/GGO WILL NOT BE ACCEPTED. DETAILS OF THE REMITTANCE MUST BE FILLED IN THE APPROPRIATE BOXES PROVIDED IN THE APPLICATION FORMS.

- (g) YOU **MUST** STATE YOUR CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE APPLICATION FORM AND YOU SHALL BE DEEMED TO HAVE AUTHORISED BURSA DEPOSITORY TO DISCLOSE INFORMATION PERTAINING TO YOUR CDS ACCOUNT TO THE ISSUING HOUSE/COMPANY.
- (h) YOUR NAME AND ADDRESS MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER'S DRAFT, CASHIER'S ORDER, ATM STATEMENT, MONEY ORDER, POSTAL ORDER, CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES OR GGO FROM BANK SIMPANAN NASIONAL MALAYSIA BERHAD.
- (i) Our Directors and/or the Offerors reserve the right to require you (*if your application is successful*) to appear in person at the registered office of MIH within 14 days of the date of the notice issued to you to ascertain the regularity or propriety of the application. Our Directors and/or the Offerors shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by you for the purpose of complying with this provision.
- (j) The issuing house on the authority of our Directors and/or the Offerors reserves the right to reject applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

- (k) The issuing house on the authority of our Directors and/or the Offerors reserves the right not to accept any application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting the IPO Units to a reasonable number of applicants with a view to establish an adequate market for the Units.
- (l) Where an application is not accepted, the full amount of the application monies, without interest, will be returned and despatched to you within ten (10) market days from the date of the final ballot of the applications by ordinary post to your address last maintained with Bursa Depository or where the application is not accepted due to you not having provided a CDS Account, to the address as per the NRIC or "Resit Pengenalan Sementara (JPN 1/9)" or any valid temporary identity document as issued by the National Registration Department from time to time or Authority card in the case of armed forces/police personnel, at your own risk.
- (m) You shall ensure that your personal particulars as stated in the Application Form are identical with the records maintained by Bursa Depository. You must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allocation will be sent to your registered or correspondence address last maintained with Bursa Depository.
- (n) MIH reserves the right to bank in all application monies from unsuccessful Bumiputera applicants and partially successful applicants, which would subsequently be refunded without interest by registered post.
- (o) Each completed Application Form must be despatched by **ORDINARY POST** in the official envelopes provided to the following address:-

Malaysian Issuing House Sdn Bhd  
27th Floor, Menara Multi-Purpose  
Capital Square  
No. 8, Jalan Munshi Abdullah  
50100 Kuala Lumpur  
P.O. Box 13269  
50804 Kuala Lumpur

**OR DELIVERED BY HAND** in the Drop-in Boxes provided at the back portion of Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur so as to arrive not later than 5.00 p.m. on 20 December 2005 or such further period or periods as our Directors, the Sponsors and/or the Offerors, together with the Managing Underwriter in their absolute discretion may mutually decide.

Applications may also be delivered in a drive-in-manner at Stadium Hoki Tun Razak, Jalan Duta, Kuala Lumpur on 20 December 2005 between 10.00 a.m. to 5.00 p.m. only.

- (p) PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE **WHITE APPLICATION FORM** TO MIH.

### **21.4 Terms and Conditions for Electronic Applications**

- (i) **Steps for Electronic Application through a Participating Financial Institution's ATM**
  - (a) You must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account;
  - (b) You **must** have a CDS Account; and

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

(c) You are to apply for the Units via the ATM of the Participating Financial Institution by choosing the Electronic Application option. Mandatory statements required in the application are set out in Section 21.4(iii) of this Prospectus. You are to enter at least the following information through the ATM where the instructions on the ATM screen at which you enter your Electronic Application requires you to do so:-

- Personal Identification Number (“PIN”);
- **MIH Unit Issue Account No: 400;**
- CDS Account Number;
- Number of Units applied for and/or the RM amount to be debited from the account; and
- Confirmation of several mandatory statements.

*Note:-*

*You should take note that the word “share” or “shares” appearing on the ATM screen should be taken to represent “Unit(s)” in the application process.*

### **(ii) Participating Financial Institutions**

Electronic Applications may be made through an ATM of the following Participating Financial Institutions and their branches:-

- AmBank (M) Berhad;
- Bank Muamalat Malaysia Berhad;
- Bumiputra-Commerce Bank Berhad;
- HSBC Bank Malaysia Berhad;
- Malayan Banking Berhad;
- OCBC Bank (Malaysia) Berhad; or
- Standard Chartered Bank Malaysia Berhad (at selected branches only).

### **(iii) Terms and Conditions for Electronic Applications**

The procedures for Electronic Applications at ATMs of the Participating Financial Institutions are set out on the ATM screens of the relevant Participating Financial Institutions (“**Steps**”). For illustration purposes, the procedures for Electronic Applications at ATMs are set out in “Steps for Electronic Application through a Participating Financial Institution’s ATM” in Section 21.4(i) of this Prospectus. The steps set out the actions that you must take at the ATM to complete an Electronic Application. Please read carefully the terms of this Prospectus, the steps and the terms and conditions for Electronic Applications set out below before making an Electronic Application. Any reference to the “applicant” in the terms and conditions for Electronic Applications and the steps shall mean the applicant who applies for the Units through an ATM of any of the Participating Financial Institutions.

Only an applicant who is an individual with a CDS Account is eligible to utilise the facility.

You must have an existing account with, and be an ATM cardholder of, one of the Participating Financial Institutions before you can make an Electronic Application at an ATM of the Participating Financial Institution. An ATM card issued by one (1) of the Participating Financial Institutions cannot be used to apply for the Units at an ATM belonging to other Participating Financial Institutions. Upon the completion of your Electronic Application transaction, you will receive a computer-generated transaction slip (“**Transaction Record**”), confirming the details of your Electronic Application. The Transaction Record is only a record of the completed transaction at the ATM and not a record of the receipt of the Electronic Application or any data relating to such an Electronic Application by MIH or us. You should retain the Transaction Record and should not submit it with any Application Form.



## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

Upon the closing of the offer for the application for the Units on 20 December 2005 or such further period or periods as our Directors, the Sponsors and/or the Offerors, together with the Managing Underwriter in their absolute discretion may mutually decide, the Participating Financial Institution shall submit a magnetic tape containing its' respective customers' applications for the Units to MIH as soon as practicable but not later than 12:00 p.m. of the 2<sup>nd</sup> business day after the closing date of the application.

You will be allowed to make an Electronic Application for the Units via an ATM that accepts the ATM cards of the Participating Financial Institution with which he/she has an account and its branches, subject to you making only one (1) Application.

**YOU MUST ENSURE THAT YOU USE YOUR OWN CDS ACCOUNT NUMBER WHEN MAKING AN ELECTRONIC APPLICATION. IF YOU OPERATE A JOINT ACCOUNT WITH ANY PARTICIPATING FINANCIAL INSTITUTION, YOU MUST ENSURE THAT YOU ENTER YOUR OWN CDS ACCOUNT NUMBER WHEN USING AN ATM CARD ISSUED TO YOU IN YOUR OWN NAME. YOUR APPLICATION WILL BE REJECTED IF YOU FAIL TO COMPLY WITH THE FOREGOING.**

The Electronic Application shall be made on, and subject to, the above terms and conditions as well as the terms and conditions appearing below:-

- (a) The Electronic Application shall be made in relation with and subject to the terms of this Prospectus and the Deed.
- (b) You are required to confirm the following statements (*by depressing predesignated keys (or buttons) on the ATM keyboard*) and undertake that the following information given is true and correct:-
  - You have attained 18 years of age as at the closing date of the Units application;
  - You are a Malaysian citizen residing in Malaysia;
  - You have read the relevant Prospectus and understood and agreed with the terms and conditions of the Application;
  - This is the only application that you are submitting; and
  - You thereby give consent to the Participating Financial Institution and Bursa Depository to disclose information pertaining to you/yourself with the Participating Financial Institution and Bursa Depository to MIH and other relevant authorities.

The Application will not be successfully completed and cannot be recorded, as a completed transaction at the ATM unless you complete all the steps required by the Participating Financial Institution. By doing so, you shall be treated as signifying your confirmation of each of the above statements as well as giving consent in accordance with the relevant laws of Malaysia including Section 97 of the Banking and Financial Institutions Act, 1989 and Section 45 of the Central Depositories Act to the disclosure by the relevant Participating Financial Institution or Bursa Depository, as the case may be, of any of your particulars to MIH, or any relevant regulatory bodies.

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

- (c) YOU CONFIRM THAT YOU ARE NOT APPLYING FOR THE UNITS AS NOMINEE OF ANY OTHER PERSON AND THAT ANY ELECTRONIC APPLICATION THAT YOU MAKE IS MADE BY YOU AS BENEFICIAL OWNER. YOU SHALL ONLY MAKE ONE (1) ELECTRONIC APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE UNITS, WHETHER AT THE ATMs OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.
- (d) You must have sufficient funds in your account with the relevant Participating Financial Institution at the time you make your Electronic Application, failing which your Electronic Application will not be completed. Any Electronic Application, which does not strictly conform, to the instructions set out on the screens of the ATM through which the Electronic Application is being made will be rejected.
- (e) You agree and undertake to subscribe for or purchase and to accept the number of Units applied for as stated on the Transaction Record or any lesser number of Units that may be allotted or allocated to you in respect of your Electronic Application. In the event that we decide to allot or allocate any lesser number of such Units or not to allot or allocate any Units to you, you agree to accept any such decision as final. If your Electronic Application is successful, your confirmation (*by your action of pressing the designated key on the ATM*) of the number of Units applied for shall signify, and shall be treated as, your acceptance of the number of Units that may be allotted or allocated to you and to be bound by the Deed.
- (f) The issuing house on the authority of our Directors and/or the Offerors reserves the right to reject any Electronic Application or accept any Electronic Application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting or allocating the Units to a reasonable number of applicants with a view to establishing an adequate market for the Units.
- (g) Where an Electronic Application is not successful or successful in part only, the relevant Participating Financial Institution will be informed of the non-successful or partially successful applications. Where the Electronic Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into your account with that Participating Financial Institution within two (2) Market Days after the receipt of confirmation from MIH. MIH shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two (2) Market Days after the balloting date. You may check your accounts on the fifth market day from the balloting day.

Where an Electronic Application is accepted in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into your account with the Participating Financial Institution within two (2) Market Days after the receipt of confirmation from MIH. A number of applications will, however, be held in reserve to replace any successfully balloted applications which are subsequently rejected. For such applications which are subsequently rejected, the application monies without interest will be refunded to you by MIH by way of cheques issued by MIH. The cheques will be issued to you not later than ten (10) market days from the day of the final ballot of the application. Should you encounter any problems in your applications, you may refer to the Participating Financial Institutions.

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

- (h) You request and authorise us:-
  - (i) to credit the Units allotted to you into your CDS Account; and
  - (ii) to issue certificate(s) representing such Units allotted in the name of Bursa Malaysia Depository Nominees Sdn Bhd and send the same to Bursa Depository.
- (i) You, acknowledging that your Electronic Application is subject to the risks of electrical, electronic, technical and computer-related faults and breakdowns, fires and other events beyond the control of the Company, MIH or the Participating Financial Institution, irrevocably agrees that if:-
  - (i) MIH or us do not receive your Electronic Application; and
  - (ii) Data relating to your Electronic Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to MIH or us,

you shall be deemed not to have made an Electronic Application and you shall have no claim whatsoever against us, MIH or the Participating Financial Institution for the Units applied for or for any compensation, loss or damage.
- (j) All your particulars in the records of the relevant Participating Financial Institution at the time you make your Electronic Application shall be deemed to be true and correct and we, MIH and the relevant Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (k) You shall ensure that your personal particulars as recorded by both Bursa Depository and the relevant Participating Financial Institution are correct and identical. You must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allocation will be sent to your registered or correspondence address last maintained with Bursa Depository.
- (l) By making and completing an Electronic Application, you agree that:-
  - (i) in consideration of we agreeing to allow and accept the making of any Application for the Units via the Electronic Application facility established by the Participating Financial Institutions at their respective ATMs, your Electronic Application is irrevocable;
  - (ii) we, the Participating Financial Institutions, Bursa Depository and MIH shall not be liable for any delays, failures or inaccuracies in the processing of data relating to your Electronic Application due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
  - (iii) notwithstanding the receipt of any payment by or on behalf of us, the acceptance of the offer made by you to subscribe for and such the Units for which your Electronic Application has been successfully completed shall be constituted by the issue of notices of successful allocation for prescribed securities, in respect of the said Units;
  - (iv) you irrevocably authorises Bursa Depository to complete and sign on your behalf as transferee or renounee any instrument of transfer and/or other documents required for the issue or transfer of the Units allocated to you; and



## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

- (v) We agree that in relation to any legal action or proceedings arising out of or in relation with the contract between the parties and/or the Electronic Application and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that we irrevocably submit to the jurisdiction of the Courts of Malaysia.
- (m) Our Directors and/or the Offerors reserve the right to require you (*if your Application is successful*) to appear in person at the registered office of MIH within 14 days of the date of the notice issued to you to ascertain the regularity or propriety of the application. Our Directors and/or the Offerors shall not be responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by you for the purpose of complying with this provision.
- (n) The issuing house on the authority of our Directors and/or the Offerors reserves the right to reject Applications, which do not conform to these instructions.
- (o) A surcharge of RM2.50 per Electronic Application will be charged by the respective Participating Financial Institutions.

### **21.5 Applications and Acceptances**

The issuing house on the authority of our Directors and/or the Offerors reserves the right not to accept any application, which does not strictly comply with the instructions, or to accept any Application in part only without assigning any reason therefor.

THE SUBMISSION OF AN APPLICATION FORM DOES NOT NECESSARILY MEAN THAT THE APPLICATION WILL BE SUCCESSFUL.

ALL APPLICATIONS MUST BE FOR 100 UNITS OR MULTIPLES THEREOF.

In the event of an over-subscription, acceptance of Applications by Malaysian Public shall be subject to ballot to be conducted in a manner as approved by our Directors and/or the Offerors. Due consideration will be given to the desirability of distributing the Units to a reasonable number of applicants with a view to broadening the unit-holding base and establishing an adequate market in the Units.

Pursuant to the Listing Requirements, at least 25% of the total number of Units for which listing is sought must be held by a minimum number of 1,000 public unitholders holding not less than 100 units each. UOA REIT is expected to achieve this at the point of listing. However, in the event that the above requirement is not met pursuant to this IPO, UOA REIT may not be allowed to proceed with its listing plan. In the event thereof, monies paid in respect of all Applications will be returned. The successful applicants will be selected in a manner to be determined by our Directors and/or the Offerors.

In the event of an under-subscription of the Malaysian Public portion of the IPO Units, the unsubscribed portion will be made available to selected investors. Any portion of the IPO Units which are not taken up by eligible employees, Directors and business associates of UOA Holdings Group will be made available for application by the Malaysian Public and/or the selected investors above. Any further IPO Units not subscribed for will be allocated to the Underwriters.

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

WHERE A SUCCESSFULLY BALLOTTED APPLICATION IS SUBSEQUENTLY NOT ACCEPTED, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST TO YOU WITHIN TEN (10) MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATIONS BY ORDINARY POST OR REGISTERED POST RESPECTIVELY, TO YOUR ADDRESS REGISTERED WITH BURSA DEPOSITORY. THE ISSUING HOUSE RESERVES THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL BUMIPUTERA APPLICANTS AND PARTIALLY SUCCESSFUL APPLICANTS WHICH WOULD SUBSEQUENTLY BE REFUNDED WITHOUT INTEREST TO THE APPLICANT WITHIN TEN (10) MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATIONS BY ORDINARY POST OR REGISTERED POST TO YOUR ADDRESS REGISTERED WITH BURSA DEPOSITORY AT YOUR OWN RISK.

NO APPLICATION SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY REASON OF THE REMITTANCE HAVING BEEN PRESENTED FOR PAYMENT.

### **21.6 CDS Accounts**

Pursuant to Section 14(1) of the Central Depositories Act, Bursa Securities has prescribed the Units as Prescribed Securities. In consequence thereof, the Units issued/offered through this Prospectus will be deposited directly with Bursa Depository and any dealings in these Units will be carried out in accordance with aforesaid Act and Rules of Bursa Depository.

Following the above, in accordance with Section 29 of Central Depositories Act, all dealings in the Units including the IPO Units will be by book entries through CDS Accounts. No unit certificates will be issued to successful applicants.

You can only make an application by way of Application Form if you have a CDS Account. You shall furnish your CDS Account number in the space provided in the Application Form and you shall be deemed to have authorised Bursa Depository to disclose information pertaining to the CDS Account to MIH or us. If you do not presently have a CDS Account, you should open a CDS Account at an ADA prior to making an Application for the Units. Failure to comply with these specific instructions as the Application Form requires or inaccuracy in the CDS Account number arising from use of invalid, third party or nominee accounts, may result in the application being rejected. If a successful applicant fails to state his/her CDS Account number, MIH under our instruction will reject the Application.

For applications by way of Electronic Application, you must have a CDS Account and you shall furnish your CDS Account number to the Participating Financial Institution by way of keying in your CDS Account number if the instructions on the ATM screen at which you enter your Electronic Application requires you to do so. Failure to comply with these specific instructions as the Electronic Application requires or inaccuracy in the CDS Account number may result in the Application being rejected.

The Issuing House on the authority of our Directors and/or the Offerors reserve the right to reject any incomplete and inaccurate Application. Applications may also be rejected if your particulars provided in their Application Forms, or in the case of Electronic Applications, if the records of the Participating Financial Institutions at the time of making the Electronic Applications differ from those in Bursa Depository's records, such as the NRIC number, name and nationality.

## ***21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)***

### **21.7 Notice of Allotment**

Units allotted to you (*if your Application is successful or partially successful*) will be credited to your CDS Accounts. A notice of allotment will be despatched to you at your addresses last maintained with Bursa Depository at your own risk prior to the listing of UOA REIT. For Electronic Application, the notice of allotment will be dispatched to you at your address last maintained with Bursa Depository at your own risk prior to the listing of UOA REIT. This is the only acknowledgement of acceptance of the Application.

You must inform Bursa Depository of your updated address promptly by adhering to the certain rules and regulation of Bursa Depository, failing which the notification letter on successful allotment shall be sent to your address last registered with Bursa Depository.

You may also check the status of their application by logging on to the following MIH website or by calling their respective ADAs at the telephone number as stated in Section 21.8 of this Prospectus or at the telephone number stated below between five (5) to ten (10) market days (*during office hours only*) after the balloting date:

MIH Enquiry Services	03-2693 2075 (10 lines)
MIH Website	<a href="http://www.mih.com.my">www.mih.com.my</a>

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## **21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

### **21.8 List of Authorised Depository Agents ("ADA")**

A list of the ADA (Broker) Codes is as follows:

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>KUALA LUMPUR</u></b>		
Affin Securities Sdn Bhd	Level 3, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No.: 03-2143 8668	028-001
Avenue Securities Sdn Bhd	Ground Floor & Level 1 THB Satu, Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No.: 03-2089 1800	052-001
AmSecurities Sdn Bhd	15th Floor, Bangunan AmBank Group 55 Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-2078 2788	086-001
ECM Libra Securities Sdn Bhd	8A Floor, Wisma Genting Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-2178 1888	099-001
BIMB Securities Sdn Bhd	1st & 2nd Floor Podium Block, AMDB Building No. 1, Jalan Lumut 50400 Kuala Lumpur Tel No: 03-4043 3533	024-001
CIMB Securities Sdn Bhd	9th Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel No: 03-2084 9999	065-001
HLG Securities Sdn Bhd	Level 5, Wisma Kia Peng No.3, Jalan Kia Peng 50450 Kuala Lumpur Tel No:03-2168 1168	066-001
Hwang-DBS Securities Berhad	2nd Floor, Bangunan AHP No 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr. Ismail 60000 Kuala Lumpur Tel No: 03- 7710 6688	068-009



**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>KUALA LUMPUR</u></b>		
Hwang-DBS Securities Berhad	Nos 34-5, 36-5, 38-5, 40-5, 42-5 & 44-5 5th Floor, Cheras Commercial Centre Jalan 5/101C Off Jalan Kaskas, 5th Miles Cheras 56100 Kuala Lumpur Tel No: 03-9130 3399	068-012
Hwang-DBS Securities Berhad	Suite 7-03, 7th Floor Suite 12-02 & Part of Suite 12-01 12th Floor, Menara Keck Seng 203 Jalan Bukit Bintang 55100 Kuala Lumpur Tel No : 03-2711 2775	068-014
Inter-Pacific Securities Sdn Bhd	West Wing, Level 13 Berjaya Times Square No. 1 Jalan Imbi 55100 Kuala Lumpur Tel No: 03-2117 1888	054-001
Jupiter Securities Sdn Bhd	7th – 9th Floor Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-2034 1888	055-001
Kuala Lumpur City Securities Sdn Bhd	No.8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No: 03-2166 7922	076-001
Kuala Lumpur City Securities Sdn Bhd	Ground, 1st & 2nd Floor No. 33, Plaza Crystaville Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel No:03-6203 3366	076-010
KAF-Seagroatt & Campbell Securities Sdn Bhd	30th Floor, The Weld Tower 76, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-2020 1600	053-001
K & N Kenanga Bhd	8th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-2164 9080	073-001
Eoncap Securities Sdn Bhd	Level 18, Wisma Cyclecarri 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No: 03-2692 8899	061-001

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>KUALA LUMPUR</u></b>		
M & A Securities Sdn Bhd	Level G-2, No 45 & 47 The Boulevard, Mid Valley City Lingkar Syed Putra 59200 Kuala Lumpur Tel No: 03-2282 1820	057-002
Mayban Securities Sdn Bhd	Level 5-13 MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No: 03-2297 8888	098-001
Mercury Securities Sdn Bhd	Lot 6-05, Level 6 Tower Block, Menara Milenium 8, Jalan Damanlela, Bukit Damansara 50490 Kuala Lumpur Tel No : 03-2094 2828	093-002
MIDF Sisma Securities Sdn Bhd	17th & 18th Floor, Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No.: 03-2166 8888	026-001
OSK Securities Berhad	20th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No: 03-2162 4388	056-001
OSK Securities Berhad	No. 62 & 64, Vista Magna Jalan Prima Metro Prima 52100 Kuala Lumpur Tel No:03-6257 5869	056-028
OSK Securities Berhad	Ground Floor No. M3-A-7 & M3-A-8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel No : 03-4280 4798	056-054
OSK Securities Berhad	Ground, 1st, 2nd & 3rd Floor No. 55, Zone J4 Jalan Radin Anum Bandar Baru Seri Petaling 57000 Kuala Lumpur Tel No : 03-9058 7222	056-058
PB Securities Sdn Bhd	27th Floor, Bangunan Public Bank No.6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No: 03-2031 3011	051-001

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>KUALA LUMPUR</u></b>		
PM Securities Sdn Bhd	Ground & 1st Floor, MUI Plaza Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-2146 3000	064-001
RHB Securities Sdn Bhd	Level 9, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-9285 2233	087-001
Sime Securities Sdn Bhd	21st Floor, Bangunan Sime Bank 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No: 03-2274 9288	097-001
TA Securities Holdings Berhad	Floor 13, 15-18, 20, 23,28-30, 34 & 35 TA One Tower No.22, Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-2072 1277	058-003
<b><u>SELANGOR DARUL EHSAN</u></b>		
Affin Securities Sdn Bhd	2nd, 3rd & 4th Floor Wisma Amsteel Securities No. 1, Lintang Pekan Baru Off Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-3343 9999	028-002
AmSecurities Sdn Bhd	4th Floor, Plaza Damansara Utama No. 2, Jalan SS21/60 47400 Petaling Jaya Selangor Darul Ehsan Tel No. 03-7710 6613	086-003
Hwang-DBS Securities Berhad	16th, 18th – 20th Floor Plaza Masalam No.2, Jalan Tengku Ampuan Zabedah E9/E, Section 9 40100 Shah Alam Selangor Darul Ehsan Tel No: 03-5513 3288	068-002
Hwang-DBS Securities Berhad	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No. 7, Jalan SS16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No: 03-5635 6688	068-010

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>SELANGOR DARUL EHSAN</u></b>		
JF Apex Securities Berhad	6th Floor, Menara Apex Off Jalan Semenyih Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel No: 03-8736 1118	079-001
JF Apex Securities Berhad	15th & 16th Floor Menara Choy Fook On No. 1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel No: 03-7620 1118	079-002
K & N Kenanga Bhd	13th Floor Menara Yayasan Selangor No. 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel No: 03- 7956 2169	073-005
K & N Kenanga Bhd	1st Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel No: 03- 8024 1682	073-006
K & N Kenanga Bhd	Room 7.02, Level 7, Menara ING Intan Millenium Square No.68 Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Darul Ehsan Tel No: 03- 3005 7550	073-007
SBB Securities Sdn Bhd	1st, 2nd & 3rd Floor Plaza Damansara Utama No.2, Jalan SS21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No: 03-7729 7345	090-002
OSK Securities Berhad	24, 24M, 24A, 26M, 28M, 28A & 30 Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel No: 03-7873 6366	056-011



**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>SELANGOR DARUL EHSAN</u></b>		
OSK Securities Berhad	No. 37, Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel No : 03-8736 3378	056-045
OSK Securities Berhad	Ground & 1st Floor No. 15, Jalan Bandar Rawang 4 48000 Rawang Selangor Darul Ehsan Tel No : 03-6092 8916	056-047
OSK Securities Berhad	Ground & Mezzanine Floor No. 87 & 89, Jalan Susur Pusat Pemiagaan NBC Batu 1½, Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No: 03-3343 9180	056-048
PM Securities Sdn Bhd	No. 157 & 159 Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel No: 03-8070 0773	064-003
PM Securities Sdn Bhd	No. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel No: 03-3341 5300	064-007
SJ Securities Sdn Bhd	Level 3, Holiday Villa No 9, Jalan SS 12/1 Subang Jaya 47500 Petaling Jaya Selangor Darul Ehsan Tel No: 03-5634 0202	096-001
<b><u>MELAKA</u></b>		
Malacca Securities Sdn Bhd	No.1, 3 & 5, Jalan PPM 9 Plaza Pandan Malim (Business Park) Balai Panjang, P.O. Box 248 75250 Melaka Tel No: 06-337 1533	012-001
Mercury Securities Sdn Bhd	No. 81B & 83B, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel No : 06-292 1898	093-003

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>MELAKA</u></b>		
OSK Securities Berhad	579, 580-581 Taman Melaka Raya 75000 Melaka Tel No: 06-282 5211	056-003
PM Securities Sdn Bhd	No. 11 & 13, Jalan PM 2 Plaza Mahkota 75000 Melaka Tel No: 06-286 6008	064-006
RHB Securities Sdn Bhd	Lot 9 & 10, 1st Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Malacca Tel No: 06-283 3622	087-002
<b><u>PERAK DARUL RIDZUAN</u></b>		
Avenue Securities Sdn Bhd	No. 63 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-242 2828	052-002
TA Securities Holdings Berhad	1st Floor, Plaza Teh Teng Seng 227, Jalan Kampar 30250 Ipoh Perak Darul Ridzuan Tel No: 05-253 1313	058-001
Hwang-DBS Securities Berhad	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No: 05-806 0888	068-003
Hwang-DBS Securities Berhad	Ground & 1st Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel No : 05-255 9988	068-015
Kuala Lumpur City Securities Sdn Bhd	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-691 0910	076-008
M & A Securities Sdn Bhd	M&A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel No: 05-241 9800	057-001

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>PERAK DARUL RIDZUAN</u></b>		
Mayban Securities Sdn Bhd	55, 57 & 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-255 8233	098-002
OSK Securities Berhad	21-25, Jalan Seenivasagam Greentown 30450 Ipoh Perak Darul Ridzuan Tel No: 05-241 5100	056-002
OSK Securities Berhad	Ground & 1st Floor 17G, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel No: 05-623 6498	056-014
OSK Securities Berhad	1 <sup>st</sup> Floor No.23 & 25, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-692 1228	056-016
OSK Securities Berhad	Ground Floor 28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel No: 05-723 1888	056-018
OSK Securities Berhad	Ground Floor, No.40, 42 & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel No: 05-808 8229	056-034
OSK Securities Berhad	72, Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel No : 05-467 1801	056-044
OSK Securities Berhad	Ground & 1st Floor No. 181, Jalan Besar 31100 Sungai Siput Perak Darul Ridzuan  Tel No : 05-595 1001	056-049

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>PERAK DARUL RIDZUAN</u></b>		
OSK Securities Berhad	Ground Floor No. 2, Jalan Wawasan 4 Taman Wawasan 34300 Parit Buntar Perak Darul Ridzuan Tel No : 05-717 0888	056-052
SBB Securities Sdn Bhd	51-53, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-253 0888	090-001
<b><u>PULAU PINANG</u></b>		
A.A. Anthony Securities Sdn Bhd	No. 41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel No: 04-229 9318	078-002
Avenue Securities Sdn Bhd	111, Jalan Macalister 10400 Pulau Pinang Tel No: 04-228 1868	052-003
CIMB Securities Sdn Bhd	Suite 1.01, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No : 04-291 1833	065-003
Hwang-DBS Securities Berhad	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No: 04-263 6996	068-001
Hwang-DBS Securities Berhad	Ground, 1st & 2nd Floor 1620 & 1621, Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No: 04-537 2882	068-006
K & N Kenanga Bhd	Lot 1.02, Level 1, Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No : 04-210 6666	073-013



**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>PULAU PINANG</u></b>		
Mercury Securities Sdn Bhd	Ground, 1st, 2nd & 3rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai Pulau Pinang Tel No: 04-332 2123	093-001
OSK Securities Berhad	64, Bishop Street 20E, 20F & 20G, Penang Street 10200 Pulau Pinang Tel No: 04-263 4222	056-004
OSK Securities Berhad	Ground, 1st and 2nd Floor No. 2677, Jalan Chain Ferry Taman Inderawasih 13600 Prai Pulau Pinang Tel No: 04-390 0022	056-005
OSK Securities Berhad	Ground & Upper Floor 11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No: 04-540 2888	056-015
OSK Securities Berhad	No.834 Jalan Besar, Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel No: 04-583 1888	056-032
OSK Securities Berhad	Ground & 1st Floor No. 15-G-5, 15-G-6,15-1-5, 15-1-6 Medan Kampung Relau (Bayan Point) 11950 Pulau Pinang Tel No: 04-640 4888	056-042
PM Securities Sdn Bhd	Level 25, Menara BHL 51, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04- 227 3000	064-004
ECM Libra Securities Sdn Bhd	7th Floor, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04- 228 3355	099-002

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>PULAU PINANG</u></b>		
Thong & Kay Hian Securities Sdn Bhd	Level 5 & 6, Wisma Sri Pinang 60 Green Hall 10200 Pulau Pinang Tel No: 04-263 5481	070-001
Inter-Pacific Securities Sdn Bhd	6th, 10th & 12th Floor Bangunan Mayban Trust 3 Penang Street 10200 Pulau Pinang Tel No: 04-262 6644	054-002
<b><u>PERLIS INDRA KAYANGAN</u></b>		
Kuala Lumpur City Securities Sdn Bhd	2nd Floor, Podium Block Bangunan KWSP 01000 Kangar Perlis Indra Kayangan Tel No: 04-976 5200	076-003
<b><u>KEDAH DARUL AMAN</u></b>		
Kuala Lumpur City Securities Sdn Bhd	2nd Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel No: 04-731 7088	076-004
Hwang-DBS Securities Berhad	No. 70A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No : 04-425 6666	068-011
OSK Securities Berhad	Ground Floor, Swiss Inn Hotel No. 1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel No: 04-420 4888	056-017
OSK Securities Berhad	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel No: 04-496 4888	056-019
OSK Securities Berhad	Ground & 1st Floor, 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel No: 04-720 9888	056-021

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>NEGERI SEMBILAN DARUL KHUSUS</u></b>		
PM Securities Sdn Bhd	1st, 2nd & 3rd Floors 19 – 21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-762 3131	064-002
Hwang-DBS Securities Berhad	Ground & 1st Floor 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-761 2288	068-007
Hwang-DBS Securities Berhad	No. 6 Upper Level, Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-455 3188	068-013
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-764 1641	056-024
OSK Securities Berhad	1st Floor, No. 3601, Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel No: 06-442 1000	056-037
OSK Securities Berhad	1st & 2nd Floor No. 168, Jalan Mewah (Pusat Pemiagaan UMNO Bahagian Jempol) 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-455 3011	056-040
OSK Securities Berhad	Ground & Mezzanine Floor No. 346 & 347, Batu ½, Jalan Pantai 71000 Port Dickson Negeri Sembilan Darul Khusus Tel No : 06-646 1234	056-046
<b><u>JOHOR DARUL TAKZIM</u></b>		
A.A. Anthony Securities Sdn Bhd	Suite 8.2, Level 8 Menara Sarawak Enterprise No. 5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim Tel No: 07-333 2000	078-001

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>JOHOR DARUL TAKZIM</u></b>		
AmSecurities Sdn Bhd	2nd & 3rd Floor, Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No: 07-434 2282	086-002
Avenue Securities Sdn Bhd	No. 57, 59 & 61, Jalan Ali 84000 Muar Johor Darul Takzim Tel No: 06-953 2222	052-004
ENG Securities Sdn Bhd	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No: 07-223 1211	081-001
Hwang-DBS Securities Berhad	Level 7, Johor Bahru City Square (Office Tower) 106-108 Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim Tel No.: 07-222 2692	068-004
Kuala Lumpur City Securities Sdn Bhd	No. 46 & 48 Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel No: 07-771 7922	076-006
K & N Kenanga Bhd	Level 2, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-333 3600	073-004
K & N Kenanga Bhd	No 31, Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel No: 06-954 2711	073-008
K & N Kenanga Bhd	No 34, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No: 07-933 3515	073-009



**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>JOHOR DARUL TAKZIM</u></b>		
K & N Kenanga Bhd	No. 33 & 35 (Ground & 1st Floor A&B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel No: 07-777 1161	073-010
K & N Kenanga Bhd	No. 4, Jalan Dataran 1 Taman Bandar Tangkak 84900 Tangkak Johor Darul Takzim Tel No : 06-978 2292	073-011
OSK Securities Berhad	6th Floor, Wisma Tiong-Hua 8, Jalan Keris Taman Sri Tebrau 80050 Johor Bahru Johor Darul Takzim Tel No: 07-278 8821	056-006
OSK Securities Berhad	53, 53-A & 53-B Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel No: 07-438 0288	056-009
OSK Securities Berhad	No. 33-1, 1st & 2nd Floor Jalan Ali 84000 Muar Johor Darul Takzim Tel No: 07-686 8018	056-023
OSK Securities Berhad	Ground & 1st Floor No.19, Jalan Pesta 1-1 Taman Tun Dr. Ismail 1, Jalan Bakri 84000 Muar Johor Darul Takzim Tel No: 06-953 8262	056-025
OSK Securities Berhad	Ground & 1st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johar Darul Takzim Tel No: 07-557 7628	056-029
OSK Securities Berhad	Ground & 1st Floor No. 28 Jalan Tengku Ahmad 85000 Segamat Johor Darul Takzim Tel No: 07-932 1543	056-030

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>JOHOR DARUL TAKZIM</u></b>		
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 17 Jalan Manggis 86000 Kluang Johor Darul Takzim Tel No: 07-776 9655	056-031
OSK Securities Berhad	240 & 240A, Jalan Besar 83700 Yong Peng Johor Darul Takzim Tel No: 07-467 5388	056-033
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel No: 07-662 6288	056-035
OSK Securities Berhad	Ground Floor, No 7, Jalan Jaya 81900 Kota Tinggi Johor Darul Takzim Tel No : 07-882 2018	056-036
OSK Securities Berhad	Ground , 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel No: 06-978 7180	056-038
OSK Securities Berhad	1st Floor, No. 2 Jalan Makmur, Taman Sri Aman 85300 Labis Johor Darul Takzim Tel No: 07- 925 6881	056-039
OSK Securities Berhad	Ground & 1st Floor No. 1 & 1-01, Jalan Rosmerah 2/11 Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel No : 07-352 2293	056-043
PM Securities Sdn Bhd	Suite 5.1, Level 5, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07- 278 1813	064-005

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>JOHOR DARUL TAKZIM</u></b>		
PM Securities Sdn Bhd	Ground Floor & 1st Floor No. 43 & 43A, Jalan Penjaja 3 Taman Kim's Park Business Centre 83000 Batu Pahat Johor Darul Takzim Tel No : 07-433 3608	064-008
PM Securities Sdn Bhd	Ground Floor No. 118, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No : 07-933 3418	064-009
<b><u>PAHANG DARUL MAKMUR</u></b>		
Kuala Lumpur City Securities Sdn Bhd	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel No: 09-566 0800	076-002
OSK Securities Berhad	A-27 & A-29, Lorong Tun Ismail 9 Seri Dagangan Kuantan Business Centre 25000 Kuantan Pahang Darul Makmur Tel No: 09-516 3811	056-007
OSK Securities Berhad	Ground Floor, 98 Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel No: 09-223 4943	056-022
OSK Securities Berhad	Ground Floor No. 43 Jalan Bunga Tanjung 28400 Mentakab Pahang Darul Makmur Tel No: 09-277 1541	056-026
OSK Securities Berhad	Ground Floor No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel No: 05-491 4913	056-041

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>KELANTAN DARUL NAIM</u></b>		
TA Securities Holdings Berhad	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No: 09-743 2288	058-004
Kuala Lumpur City Securities Sdn Bhd	Lot 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Darul Naim Tel No: 09-743 2588	076-007
OSK Securities Berhad	Ground & 1st Floor No. 3953-H Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel No: 09-743 0077	056-020
<b><u>TERENGGANU DARUL IMAN</u></b>		
FA Securities Sdn Bhd	No.51 & 51A Ground, Mezzanine & 1st Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Darul Iman Tel No: 09-623 8128	021-001
Kuala Lumpur City Securities Sdn Bhd	No. 1D, Ground & Mezzanine No.1E, Ground, Mezzanine 1st & 2nd Floor, Jalan Air Jerneh 20300 Kuala Terengganu Terengganu Darul Iman Tel No: 09-631 7922	076-009
OSK Securities Berhad	Ground Floor, 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel No: 09-850 2730	056-027
OSK Securities Berhad	31A, Ground Floor 31A & 31B, 1st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Darul Iman Tel No : 09-626 1816	056-055



**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>SARAWAK</u></b>		
TA Securities Holdings Berhad	12G, H & I, Jalan Kampung Datu 96000 Sibul Sarawak Tel No: 084-319 998	058-002
Hwang-DBS Securities Berhad	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel No: 082-236 999	068-005
Hwang-DBS Securities Berhad	192, Bintulu Parkcity Commerce Square Lot 3478, Bintulu Town District 97000 Bintulu Sarawak Tel No : 086-330 008	068-016
K & N Kenanga Bhd	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel No: 082-338 000	073-003
K & N Kenanga Bhd	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel No: 085-435 577	073-002
K & N Kenanga Bhd	No. 11-12 (Ground & 1 <sup>st</sup> Floor) Lorong Kampung Datu 3 96000 Sibul Sarawak Tel No : 084-313 855	073-012
OSK Securities Berhad	Ground, 1st & 6th Floor Wisma Chinese Chambers Lot 357, Section 47, K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching Sarawak Tel No: 082- 422 252	056-008
OSK Securities Berhad	Lot 1168, Ground Floor Wisma Interhill Miri Waterfront Commercial Centre 98008 Miri Sarawak Tel No: 085-422 788	056-012

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>SARAWAK</u></b>		
OSK Securities Berhad	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibu Sawarak Tel No: 084-329 100	056-013
OSK Securities Berhad	Ground Floor No. 10, Jalan Bersatu 96100 Sarikei Sarawak Tel No : 084-654 100	056-050
OSK Securities Berhad	Ground Floor No. 11, Lorong Maju 96500 Bintangor Sarawak Tel No : 084-693 100	056-051
OSK Securities Berhad	Ground Floor No. 177, Taman Sri Dagang 97000 Bintulu Sarawak Tel No : 086-311 770	056-053
OSK Securities Berhad	No. 299, Ground & 1st Floor Lot 373, Jalan Serian-By-Pass Serian Town District 94700 Serian Sarawak Tel No : 082-872 118	056-059
OSK Securities Berhad	Ground & 1st Floor Lot 1085, Jalan Buangsiol 98700 Limbang Sarawak Tel No : 085-213 188	056-060
<b><u>SABAH</u></b>		
Hwang-DBS Securities Berhad	Room Nos 106-109, Mezzanine Floor Room Nos 207-212, 2nd Floor Gaya Centre Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel No: 088- 311 688	068-008
InnoSabah Securities Berhad	11 Equity House, Block K Sadong Jaya Karamuning 88100 Kota Kinabalu Sabah Tel No: 088-234 090	020-001

**21. Procedures For Application and Acceptance for the Retail Offering (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b><u>SABAH</u></b>		
Kuala Lumpur City Securities Sdn Bhd	Suite 1-9-E1, 9th Floor CPS Tower No. 1, Jalan Centre Point 88000 Kota Kinabalu Sabah Tel No: 088-253 922	076-005
OSK Securities Berhad	5th Floor, Wisma BSN Sabah Jalan Kemajuan, Karamunsing 88000 Kota Kinabalu Sabah Tel No: 088-269 788	056-010
OSK Securities Berhad	1st Floor, TB-3338, Wisma Jin Ho Town Extension No. 2 Jalan St. Patrick 91008 Tawau Sabah Tel No :089-779 815	056-056
OSK Securities Berhad	Ground Floor, Block 2 Lot 4 & Lot 5, Bandar Indah, Mile 4 North Road 91000 Sandakan Sabah Tel No : 089-222 275	056-057

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**