

---

## **19. General Information**

---

### **19.1 Other Pertinent Information to Unitholders**

**(i) Means by which Unitholders Can Keep Abreast of Developments of Al-'Aqar KPJ REIT**

Unitholders can keep abreast of the development of Al-'Aqar KPJ 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*). Al-'Aqar KPJ 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 Al-'Aqar KPJ REIT, you may contact us at:-

Damansara REIT Managers Sdn Berhad  
(formerly known as *Ultimate Benchmark Sdn Bhd*)  
c/o Pro Corporate Management Services Sdn Bhd  
Suite 2, 17<sup>th</sup> Floor, KOMTAR  
Jalan Wong Ah Fook  
80000 Johor Bahru  
Johor Darul Takzim  
Tel: 607- 222 5044/ 4044  
Fax: 607 – 222 3044

### **19.2 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The Auditors and Reporting Accountants have, before the issue of this Prospectus, given and have not subsequently withdrawn its written consents to the inclusion in this Prospectus of its name, letters relating to the profit estimate, forecast and projections as well as letter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The Taxation Adviser has, before the issue of this Prospectus, given and has not subsequently withdrawn its written consents to the inclusion in this Prospectus of its name and the Taxation Adviser Letter in the form and context in which they are contained in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The Independent Property Valuer has, before the issue of this Prospectus, given and has not subsequently withdrawn its written consents to the inclusion in this Prospectus of its name and the Valuation Certificate in the form and context in which they are contained in this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.

### **19.3 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 not fewer than twelve (12) months from the date of this Prospectus:

- (i) the Deed;
- (ii) the material contracts referred to in Section 19.4 of this Prospectus;

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

- (iii) the Reporting Accountants' letters relating to profit estimate and forecast for FYE 31 December 2006 and FYE 31 December 2007 and profit projections for FYE 31 December 2008 and 31 December 2009 together with the principal bases and assumptions as included in Sections 8.6 and 8.7 of this Prospectus respectively;
- (iv) the Reporting Accountants' letters relating to the Proforma Balance Sheets of Al-'Aqar KPJ REIT together with the notes thereto as included in Section 8.11 of this Prospectus;
- (v) the valuation reports on Ampang Puteri Specialist Hospital Building, Damansara Specialist Hospital Building, Johor Specialist Hospital Building, Ipoh Specialist Hospital Building, Puteri Specialist Hospital Building and Selangor Medical Centre Building;
- (vi) the Valuation Certificate as included in Section 17 of this Prospectus;
- (v) the Taxation Adviser's letter included in Section 18.3 of this Prospectus; and
- (vi) the letters of consent referred to in Section 19.2 of this Prospectus.

### **19.4 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 Al-'Aqar KPJ REIT within two years preceding the date of this Prospectus:

- (i) the Deed dated 27 June 2006 entered into between the Trustee and us as the Manager constituting Al-'Aqar KPJ REIT;
- (ii) the Sale and Purchase Agreement dated 30 June 2006 entered into between JCorp as the vendor of 2.99 acres of car park land erected on Lot No. PT 25119 and the Trustee as the purchaser for the sale and purchase of Ampang Puteri Specialist Hospital Building for a cash consideration of RM23,800,000;
- (iii) the Sale and Purchase Agreement dated 30 June 2006 entered into between PSHSB as the vendor (being the lessee of 2.36 acres of Lot No. PT25119 and the beneficial owner of the hospital building erected thereon) and the Trustee as the purchaser for the sale and purchase of Ampang Puteri Specialist Hospital Building for a consideration of RM96,200,000 satisfied by the issuance of 36,999,000 new Units at an issue price of RM1.00 per Unit and cash consideration of RM59,201,000;
- (iv) the Sale and Purchase Agreement dated 30 June 2006 entered into between DSHSB as the vendor and the Trustee as the purchaser for the sale and purchase of Damansara Specialist Hospital Building for a consideration of RM105,000,000 satisfied by the issuance of 33,000,000 new Units at an issue price of RM1.00 per Unit and cash consideration of RM72,000,000;
- (v) the Sale and Purchase Agreement dated 30 June 2006 entered into between JSHSB as the vendor and the Trustee as the purchaser for the sale and purchase of Johor Specialist Hospital Building for a consideration of RM75,250,000 satisfied by the issuance of 23,000,000 new Units at an issue price of RM1.00 per Unit and cash consideration of RM52,250,000;
- (vi) the Sale and Purchase Agreement dated 30 June 2006 entered into between MASB as the vendor and the Trustee as the purchaser for the sale and purchase of Ipoh Specialist Hospital Building for a consideration of RM66,000,000 satisfied by the issuance of 38,000,000 new Units at an issue price of RM1.00 per Unit and cash consideration of RM28,000,000;

---

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

---

- (vii) the Sale and Purchase Agreement dated 30 June 2006 entered into between MCJSB as the vendor and the Trustee as the purchaser for the sale and purchase of Puteri Specialist Hospital Building for a consideration of RM37,000,000 satisfied by the issuance of 21,000,000 new Units at an issue price of RM1.00 per Unit and cash consideration of RM16,000,000;
- (viii) the Sale and Purchase Agreement dated 30 June 2006 entered into between SMCSB as the vendor and the Trustee as the purchaser for the sale and purchase of Selangor Medical Centres Building for a consideration of RM58,000,000 satisfied by the issuance of 8,000,000 new Units at an issue price of RM1.00 per Unit and cash consideration of RM50,000,000;
- (ix) Option Agreement dated 30 June 2006 entered into between the Sponsor and the Trustee in respect of the rights for the first option to acquire any or all of the other properties owned by the Sponsor in the event the Sponsor or its subsidiaries decides to sell the same at a price to be mutually agreed by both parties;
- (x) the Lease Agreement dated 30 June 2006 entered into between the Manager, PSHSB as the Lessee and the Trustee as the Lessor of the Ampang Puteri Specialist Hospital Building for duration of fifteen (15) years with an option to renew for another fifteen (15) years;
- (xi) the Lease Agreement dated 30 June 2006 entered into between the Manager, DSHSB as the Lessee and the Trustee as the Lessor of the Damansara Specialist Hospital Building for duration of fifteen (15) years with an option to renew for another fifteen (15) years;
- (xii) the Lease Agreement dated 30 June 2006 entered into between the Manager, JSHSB as the Lessee and the Trustee as the Lessor of the Johor Specialist Hospital Building for duration of fifteen (15) years with an option to renew for another fifteen (15) years;
- (xiii) the Lease Agreement dated 30 June 2006 entered into between the Manager, MASB as the Lessee and the Trustee as the Lessor of the Ipoh Specialist Hospital Building for duration of fifteen (15) years with an option to renew for another fifteen (15) years;
- (xiv) the Lease Agreement dated 30 June 2006 entered into between the Manager, MCJSB as the Lessee and the Trustee as the Lessor of the Puteri Specialist Hospital Building for duration of fifteen (15) years with an option to renew for another fifteen (15) years;
- (xv) the Lease Agreement dated 30 June 2006 entered into between the Manager, SMCSB as the Lessee and the Trustee as the Lessor of the Selangor Medical Centre Building for duration of fifteen (15) years with an option to renew for another fifteen (15) years;
- (xvi) the Underwriting Agreement dated 29 June 2006 entered into between the Underwriters, Trustee and us for the underwriting of 15,000,000 Units at a Retail Price of RM0.95 per Units for an underwriting commission of 1.5% of the Underwritten Units and upon the terms and conditions contained therein; and
- (xvii) the Maintenance Management Agreement 30 June 2006 entered into between HTS, the Trustee and us pursuant to which the Maintenance Manager will provide maintenance management services for the Properties.

---

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

---

**19.5 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.

**19.6 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.

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

---

## **20. Salient Terms of Deed**

---

The following provisions may affect the terms of the Deed and the rights and obligations of the Trustee, the Manager and the Unitholders:

- (a) the SC Act;
- (b) the Guidelines on REIT;
- (c) the Guidelines for Islamic REIT;
- (d) the Unit Trust Guidelines;
- (e) the Securities Industry (Central Depositories) Act 1991;
- (f) the business rules of Bursa Depository and the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 while the Units are deposited with Bursa Depository pursuant to the Securities Industry (Central Depositories) Act 1991;
- (g) the Listing Requirements while the Units are listed on Bursa Securities,

and are subject to any express written exemptions or waivers granted in relation thereto and as may be amended from time to time ("**REIT Regulatory Regime**").

The information set out below is a summary of the provisions of the Deed and is not exhaustive of the terms and conditions contained therein. A copy of the Deed can be inspected at our registered office during normal business hours.

The Deed is a complex document and investors should refer to the Deed and the REIT Regulatory Regime themselves for a detailed understanding of the Al-'Aqar KPJ REIT.

### **20.1 The Deed**

The Al-'Aqar KPJ REIT is a real estate investment trust constituted by the Deed and principally regulated by the REIT Regulatory Regime as well as taxation laws and rulings ("**Applicable Laws and Requirements**").

The Deed was entered into on 27 June 2006 between the Trustee, as the trustee for the Al-'Aqar KPJ REIT and us as the manager of the Al-'Aqar KPJ REIT, and the Deed took effect on 28 June 2006 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 Unitholders) as if such Unitholder had been a party to the Deed.

### **20.2 The Units and Unitholders**

The rights and interests of the Unitholders are contained in the Deed.

Each Unit is of equal value and represents an undivided interest in the Al-'Aqar KPJ REIT. There is only one class of Unit in the Al-'Aqar KPJ REIT. A Unitholder has no equitable or proprietary interest in any of the assets of the Al-'Aqar KPJ REIT and is not entitled to the transfer to it of any assets (or any part thereof) or of any estate in any assets (of any part thereof) of the Al-'Aqar KPJ REIT. A Unitholder's right under the Deed is limited to the right to require the due administration of the Deed including without limitation, by suit against the Trustee or us.

Under the Deed, each Unitholders acknowledges and agrees that:

- (i) he 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 (or any part of the assets) of the Al-'Aqar KPJ REIT and hereby waives any rights he may otherwise have to such relief;
- (ii) if the Trustee or we breaches or threatens to breach its duties or obligations to a Unitholder under this Deed, that his 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;

---

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

---

- (iii) damages or compensation is an adequate remedy for such breach or threatened breach;
- (iv) he will not interfere or seek to interfere with our or the Trustee's rights, powers, authority or discretion;
- (v) he will not exercise any right in respect of the assets (or any part of the assets) of the Al-'Aqar KPJ REIT or lodge any caveat or other notice affecting the assets (or any part of the assets) of the Al-'Aqar KPJ REIT; and
- (vi) he will not require that any authorised investment forming part of the assets of the Al-'Aqar KPJ REIT be transferred to a Unitholder.

### **20.3 Issue of Units**

We have the exclusive right to issue Units (whether on an IPO, a rights issue, an issue of new Units otherwise than by way of a rights issue or any issue pursuant to a reinvestment of distribution arrangement. We shall not be bound to accept an application for less than one hundred (100) Units or such other number of Units as we may determine). No fractions of a Unit shall be issued and in issuing such number of Units we shall truncate but not round off to the nearest whole Unit and any balance arising from such truncation shall be retained as part of the assets of the Al-'Aqar KPJ REIT.

### **20.4 Suspension of Issue of Units**

We or the Trustee may, with the prior written approval of the other and subject to the Listing Requirements and the Guidelines on REIT on and after the listing date, suspend the issue of Units during any of the following events:

- (a) any period when Bursa Securities 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 our opinion or (as the case may be) the Trustee's opinion might seriously prejudice the interests of the Unitholders as a whole or of the assets of the Al-'Aqar KPJ REIT;
- (c) any breakdown in the means of communication normally employed in determining the price of any investments or (if relevant) the current price thereof on Bursa Securities or when for any reason the prices of any of such investments cannot be promptly and accurately ascertained;
- (d) any period when remittance of money which will or may be involved in the realisation of any investments or in the payment for any investments cannot, in our opinion, be carried out at normal rates of exchange;
- (e) any period where the issuance of Units is suspended pursuant to any order or direction issued by the SC; or
- (f) when our or the Trustee's business operations in relation to the operation of the Al-'Aqar KPJ 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 our or the Trustee's (as the case may be) declaration in writing thereof and shall terminate on the day following the first business day on which the condition giving rise to the suspension shall have ceased to exist and no other conditions under which suspension is authorised under this clause relating to suspension shall exist upon the declaration in writing thereof by us or (as the case may be) the Trustee. In the event of any suspension while the Units are listed, we shall ensure that immediate announcement of such suspension is made through Bursa Securities.

---

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

---

### **20.5 Sale of Units**

- (a) In the event of the Units being unlisted, we shall sell the Units upon the receipt of a written request from an investor to us requesting the purchase of Units, in such form as prescribed by us and approved by the Trustee unless we have reasonable grounds not to do so.
- (b) 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 the Al-'Aqar KPJ REIT at the next valuation point after we received 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 up to at least 4 decimal places after factoring the sales charge (if any) into the price and shall be applied consistently.

### **20.6 Repurchase of Units**

- (a) Upon delisting of the Units from the Main Board of Bursa Securities, a Unitholder may issue a written request to us requesting for a repurchase of all of any of the Units in such form as prescribed by us and approved by the Trustee.
- (b) We shall repurchase the Units requested and pay or caused to be paid the value of the Unit in pursuant to Clause 20.6(c) within a period of not more than thirty (30) days from receipt of the repurchase request provided that all issue price moneys with respect to the Units have been fully paid.
- (c) 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 the Al-'Aqar KPJ REIT at the next valuation point after we received the request by the total number of Units in issue at the same day, provided that the total amount to be paid to the Unitholder for the Units specified in the request shall be rounded up to at least four (4) decimal places.
- (d) In complying with the request for repurchase of Units, we may select any of the following in respect of the whole or any part of the Units which we are required to repurchase:
  - (i) we may temporarily repurchase the Units out of our own funds and pay the Unitholder the repurchase proceeds within fourteen (14) days from the date of receipt of the request by us and such repurchased Units shall within thirty (30) days from the date of receipt of the request be:
    - (aa) sold by us to a buyer or buyers; or
    - (bb) surrendered by us to the Trustee for cancellation and reimbursement out of the assets of the Al-'Aqar KPJ REIT. The Trustee shall, within thirty (30) days after receipt of our cancellation request reimburse us at the then current repurchase price; or
  - (ii) we may find a buyer or buyers for the Units to be repurchased at a price which shall be at least the repurchase price within the period of not more than thirty (30) days from the date of receipt of the request to repurchase by us; or
  - (iii) we may request the Trustee to redeem the Units to be repurchased and pay the Unitholder the repurchase price out of the assets of the Al-'Aqar KPJ REIT within the period of not more than thirty (30) days from the date of receipt of the request for repurchase by us and we shall ensure that a sufficient amount for the assets of the Al-'Aqar KPJ REIT are available in cash to enable the Trustee to make such payment.
- (e) Where we temporarily hold Units as provided in Section 20.6(d)(i) above, we shall be entitled to a return on capital in the event of a winding-up of the Al-'Aqar KPJ REIT, and distribution of income rights provided that the income distribution is based on Unit days of participation.

---

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

---

- (f) 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 Al-'Aqar KPJ REIT to incur financing for the redemption in the manner allowed under the applicable laws or Guidelines on REIT or permit the assets of the Al-'Aqar KPJ REIT to be sold or that the said assets of the Al-'Aqar KPJ REIT cannot be liquidated at an appropriate price or on appropriate terms, the Trustee shall suspend the repurchase of Units and immediately convene a meeting of Unitholders to decide on the next course of action.
- (g) The suspension of the repurchase of Units shall only be exercised where the interests 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.

**20.7 Rights and Liabilities of Unitholders**

The rights of a Unitholder are set out in the Deed and are summarised in Section 10.1 of the Prospectus.

**20.8 Limitations on the rights of Unitholders**

Subject to the Deed:

- (a) a Unitholder has no equitable or proprietary interest in the assets of the Al-'Aqar KPJ REIT and is not entitled to the transfer to it of the assets (or any part of the assets) of the Al-'Aqar KPJ REIT or of any estate or interest in the assets (or in any part of the assets) of the Al-'Aqar KPJ REIT;
- (b) the right of a Unitholder in the assets of the Al-'Aqar KPJ REIT and under the Deed is limited to the right to require the due administration of the Al-'Aqar KPJ REIT in accordance with the Deed including, without limitation, by suit against the Trustee or us; and
- (c) without limiting the generality of the foregoing, each Unitholder acknowledges and agrees that:
  - (i) he 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 (or any part of the assets) of the Al-'Aqar KPJ REIT and waives any rights he may otherwise have to such relief;
  - (ii) if the Trustee or we breaches or threatens to breach its duties or obligations to a Unitholder under the Deed, that Unitholder's 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
  - (iii) damages or compensation is an adequate remedy for such breach or threatened breach.

**20.9 Restriction on the rights of Unitholders**

A Unitholder may not:

- (a) interfere or seek to interfere with our or the Trustee's rights, powers, authority or discretion;
- (b) exercise any right in respect of the assets (or any part of the assets) of the Al-'Aqar KPJ REIT or lodge any caveat or other notice affecting the assets (or any part of the assets) of the Al-'Aqar KPJ REIT; and
- (c) require that any authorised investment forming part of the assets of the Al-'Aqar KPJ REIT be transferred to a Unitholder.

---

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

---

### **20.10 Limitation on Liabilities of a Unitholder**

Except to the extent provided in the Deed in respect of fees, charges and expenses;

- (a) the liability of each Unitholder shall be limited to the issue price payable by the Unitholder for the Unit(s) held by the Unitholder; and
- (b) provided that the issue price paid on the creation of any Units under the Deed is paid in full, no Unitholder shall be under any obligation personally to indemnify the Trustee or us or any of the Trustee's or our creditors in the event of there being a deficiency of the assets of the Al-'Aqar KPJ REIT.

### **20.11 Charges and Expenses**

There shall be payable out of the assets of the Al-'Aqar KPJ REIT (either directly or, if relevant, indirectly through a single purpose company), in addition to any other charges or fees expressly authorised by the Deed by way of direct payment or reimbursement of the Trustee or us, all fees, costs, charges and expenses properly and reasonably incurred in carrying out the our duties or duties of the Trustee, including but not limited to:

- (a) all outgoings (including fees, costs, charges and expenses) which are necessary or desirable for the investment, management, administration or operation of the Al-'Aqar KPJ REIT and the assets of the Al-'Aqar KPJ REIT including, but not limited to, rates, development and redevelopment costs, quantity surveyors' fees, subdivision and building costs, property taxes and any other statutory or regulatory charges, utility charges, repairs, alterations and maintenance, normal building operating expenses, insurance, computer related charges, energy charges, wages and salaries, cleaning charges and costs and expenses incurred in conducting baseline studies, costs and expenses incurred for any decontamination of the assets of the Al-'Aqar KPJ REIT or any investment or for compliance with any agreements relating to the assets of the Al-'Aqar KPJ REIT or any service charges, land charges, licence fees, landscaping costs, administrative fees, land premium, regularisation fees, reasonable travel and accommodation expenses and, to the extent permitted by any applicable law or regulation, marketing and promotional charges incurred in relation to any investment or in connection with the Al-'Aqar KPJ REIT;
- (b) the cost of engaging or employing any expert or independent adviser and the fees and expenses of such expert or independent adviser;
- (c) all stamp duty and other charges and duty payable from time to time on or in respect of the Deed;
- (d) all acquisition costs and purchase or sale charges, including any fees payable to real estate agents in connection with any acquisition or divestment of real estate;
- (e) all expenses incurred and transaction fees charged in relation to the acquisition, holding, registration and realisation of any investment or the holding in the name of the Trustee or its nominee of any investment or the custody of the documents of title thereto (including insurance of documents of title against loss in shipment, transit or otherwise and charges made by agents of the Trustee for retaining documents in safe custody) and all fees and expenses of the custodians, joint custodians and sub-custodians appointed pursuant to the Deed and all transactional fees of the Trustee as may be agreed from time to time between the Trustee and us in relation to all transactions involving the whole or any part of the assets of the Al-'Aqar KPJ REIT;

---

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

---

- (f) all issuing fees, costs and expenses, underwriting fees and expenses, underwriter's co-ordination and structuring fees and expenses, placement fees and expenses and brokerage in connection with any subscription or sale of Units by any issue manager, underwriter or placement agent appointed in relation to any issue of Units under the Deed;
- (g) all fees, charges and expenses incurred in connection with the investigation, research, negotiation, acquisition, development, registration, custody, holding, management, supervision, repair, maintenance, valuation, sale of or other dealing with an investment (or attempting or proposing to do so) and the receipt, collection or distribution of income or other investments notwithstanding that such fees, charges and expenses may be incurred by or payable to us or any of our related party;
- (h) all fees, charges, expenses and liabilities incurred or to be incurred in relation to any indemnity given to the Inland Revenue Board (including, without limitation, an indemnity to the Inland Revenue Board in relation to any failure by a Unitholder, to pay any tax payable by the Unitholder, on any part of a distribution by the Trustee under this Deed to the Unitholder;
- (i) all fees, charges and expenses incurred in relation to the assigning and maintaining of a credit rating to the AI-'Aqar KPJ REIT;
- (j) all taxation payable in respect of income or the holding of or dealings with the assets or any investment;
- (k) all expenses incurred in the collection of income (including expenses incurred in obtaining tax repayments or relief and agreement of tax liabilities), or the determination of taxation in relation to the AI-'Aqar KPJ REIT;
- (l) all interest, fees, charges and expenses (including, without limitation, legal fees and costs) on borrowings effected under the Deed;
- (m) all costs and expenses of and incidental to preparing any supplemental deeds for the purpose of ensuring that the AI-'Aqar KPJ REIT conforms to legislation coming into force after the date of the Deed;
- (n) all costs and expenses incurred in the convening and holding of a meeting of Unitholders including meetings for the purposes of investor or analyst briefings but excludes meetings convened for the benefit of the Manager or Trustee;
- (o) any amounts required to indemnify the Trustee;
- (p) all fees and expenses incurred for the provision and maintenance of the Register of Unitholders, including all fees, costs and expenses charged by the Registrar, and the provision of fund valuation and accounting services in relation to the AI-'Aqar KPJ REIT;
- (q) all fees or costs incurred in the administration of the AI-'Aqar KPJ REIT, including, without limitation, any expense, charge or fee incurred in relation to the appointment by the Trustee of any process agent outside of Malaysia;
- (r) all service taxes paid or to be paid in respect of services rendered to and by us or the Trustee;
- (s) all fees and expenses of the Auditors in connection with the AI-'Aqar KPJ REIT and all fees and expenses related to keeping of accounting records incurred by the Trustee or any of its agents in connection with the AI-'Aqar KPJ REIT;

---

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

---

- (t) all costs and disbursements incurred in connection with (a) the negotiation for and acquisition of any investment and (b) any dealings with any investment, including selling commissions and advisory fees payable to real estate agents, maintenance managers, asset managers or advisers, notwithstanding that such real estate agents, maintenance managers, asset managers or advisers may be us or any of our related party and such other fees, costs and expenses referred to in the Deed;
- (u) all fees and expenses incurred in connection with our retirement or removal, the Auditors or the Trustee or the appointment of a new manager, new auditors or a new trustee;
- (v) all fees, costs and expenses incurred by us and the Trustee in establishing, forming and terminating the Al-'Aqar KPJ REIT and, to the extent permitted by any applicable law or regulation, all fees, costs and expenses incurred by us and the Trustee in the initial and subsequent marketing, promotion, advertising and sale of Units, including the fees and expenses of any consultants and marketing and sales agents appointed by us;
- (w) all fees and expenses of any bankers, accountants, financial advisers, legal advisers, tax advisers, Syariah Committee Members, computer experts or other professional advisers employed or engaged by (a) us or the Trustee in the performance of their respective obligations and duties under this Deed; and (b) us, the Trustee, issue managers, underwriters and placement agents in connection with the listing of Units on Bursa Securities and the offer, subscription, sale and purchase of the Units;
- (x) all costs and expenses of and incidental to preparing cheques, warrants, statements, circulars and notices;
- (y) to the extent permitted by any applicable law or regulation, all fees and expenses incurred as a result of and incidental to (a) preparing, printing, issuing, lodging and registering a Prospectus and/or an offer information statement in connection with the Al-'Aqar KPJ REIT pursuant to the SC Act; and (b) preparing, printing, issuing, lodging and registering any explanatory memorandum, publicity material or other sales literature in connection with the Al-'Aqar KPJ REIT;
- (z) all printing, publishing, postage, telex, facsimile, telephone, internet, on-line computer and web development costs and other disbursements properly incurred by us or the Trustee in sending, publishing or otherwise disseminating to Unitholders or (as the case may be) to the Bursa Depository for onward delivery to the Depositors, copies of the accounts or any reports or statements issued by us to the Unitholders or (as the case may be) the Depositors or otherwise in the performance of their respective obligations and duties under this Deed;
- (aa) any expense, charge or fee incurred as a result of (a) the introduction of any change in, or in the interpretation or application of, any law, regulation, rule or directive of any agency of state or regulatory or supervisory body or (b) compliance by the Trustee or us with any such law, regulation, rule or directive;
- (bb) all costs and expenses incurred in the sub-division or consolidation of Units pursuant to the Deed;
- (cc) all costs and fees incurred in connection with the authorisation or approval of the Al-'Aqar KPJ REIT under any law or regulation;
- (dd) all costs and expenses incurred by us and the Trustee in obtaining and/or maintaining the listing of Units on Bursa Securities and/or the authorisation or other official approval or sanction of the Al-'Aqar KPJ REIT under the SC Act or any other law or regulation in any part of the world;

---

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

---

- (ee) all fees, costs and expenses charged by the Bursa Depository in relation to the listing of Units on Bursa Securities and all charges payable to the Bursa Depository in respect of Units to be credited or debited from the CDS Accounts of Depositors;
- (ff) all fees incurred in relation to the calculation of the value of authorised investments, the NAV and related items of any real estate in the form of land, the assets and/or preparing the financial statements of the Al-'Aqar KPJ REIT;
- (gg) all fees of and expenses incurred by us and the Trustee or their respective agents or delegates in acquiring or incorporating any company or companies, including single purpose companies, for the purpose of holding investments and the costs of maintaining, managing and administering such companies and, where applicable, the costs of liquidating such companies;
- (hh) all property management fees incurred by the Trustee and/or us or its agent or payable to us in respect of the Investments;
- (ii) all fees, charges and expenses of asset managers, maintenance managers, project managers and collection agents appointed in relation to the operation and management of the investments which are real estate or real estate related assets notwithstanding that such asset managers, maintenance managers, project managers and collection agents may be us or our related party;
- (ij) all fees, charges, expenses and liabilities incurred or to be incurred in relation to any indemnity given to the Bursa Depository,
- (kk) all fees, charges, expenses and liabilities incurred or to be incurred in relation to the profit rate in respect of any Islamic financing facility effected under Clause 10 of the Deed;
- (ll) all fees of and expenses incurred by the Syariah Committee Members in advising the Manager on all Syariah related matters pertaining to the Al-'Aqar KPJ REIT; in ensuring that the Al-'Aqar KPJ REIT fully complies with the investment guidelines, in providing references and consultations to the Manager on permitted investments as provided in the Guidelines for Islamic REIT; in monitoring and ensuring that the Al-'Aqar KPJ REIT shall be managed and administered in accordance with the Syariah principles, the applicable guidelines, ruling or decision issued by the SC pertaining to Syariah matters; and in providing their certification and preparing an interim and final annual report in respect of the Al-'Aqar KPJ REIT as required under the Guidelines on REIT and the Guidelines for Islamic REIT;

and, PROVIDED THAT:

- (a) there are sufficient funds in the Al-'Aqar KPJ REIT, (in the event that any of the foregoing fees, charges and expenses is invoiced to us) the Trustee shall make the relevant payment of such fees, expenses and charges within twenty-one (21) days upon the production by us (if applicable) of the supporting invoices and other documents; and
- (b) expenses associated with the management and administration of the Al-'Aqar KPJ REIT, including general overheads and costs for services which the Manager or Trustee is expected to provide, or falling within the normal expertise of the Manager or Trustee, must not be charged to the Al-'Aqar KPJ REIT.

### **20.12 Role of Manager**

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

---

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

---

### **20.13 Role of Trustee**

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

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

The provisions on the retirement, removal and replacement of the Trustee and us are set out in the Deed and summarised in Sections 11.7 and 13.3 of the Prospectus respectively.

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

The provisions on our and Trustee's fees are set out in the Deed and summarised in Sections 9.2 and 9.4 of the Prospectus respectively.

### **20.16 Termination of the Al-'Aqar KPJ REIT**

The duration of the Al-'Aqar KPJ REIT constituted by this Deed shall end on the earlier of:

- (a) the date on which the Al-'Aqar KPJ REIT is terminated by us under the Deed; or
- (b) the date on which the Al-'Aqar KPJ REIT is terminated by the Trustee under the Deed.

#### **20.16.1 Termination by Manager**

We may in its absolute discretion terminate the Al-'Aqar KPJ REIT by giving notice in writing thereof to all Unitholders as well as to the Trustee not less than three (3) months in advance of the termination in any of the following circumstances:

- (a) if any law shall be passed which renders it illegal or in our opinion impracticable or inadvisable to continue the Al-'Aqar KPJ REIT; or
- (b) if, we, after consulting the Trustee, are of the opinion that it is impracticable or inadvisable to continue the Al-'Aqar KPJ REIT, taking into account factors such as changes in economic climate or taxation law which have caused or are likely to cause Unitholders to be detrimentally affected, and we request the Trustee to convene a meeting and at that meeting, we set out the action they recommend and a resolution of Unitholders by a majority not less than majority in number representing at least three fourths (3/4) of the value of the Units held by Unitholders present and validly voting at the meeting is passed to terminate the Al-'Aqar KPJ REIT.

#### **20.16.2 Termination by Trustee**

Subject to any applicable law or regulation, the Al-'Aqar KPJ REIT may be terminated by the Trustee by giving notice in writing as hereinafter provided in any one of the following events:

- (a) if any law shall be passed which renders it illegal or in the opinion of the Trustee impracticable or inadvisable to continue the Al-'Aqar KPJ REIT;
- (b) if, the Trustee, after consulting us, are of the opinion that it is impracticable or inadvisable to continue the Al-'Aqar KPJ REIT, taking into account factors such as changes in economic climate or taxation law which have caused or are likely to cause Unitholders to be detrimentally affected, and the Trustee shall convene a meeting and at that meeting, the Trustee sets out the action they recommend and a resolution of Unitholders by a majority not less than majority in number representing at least three fourths (3/4) of the value of the Units held by Unitholders present and validly voting at the meeting is passed to terminate the Al-'Aqar KPJ REIT.

---

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

---

The declaration of the Trustee in any of the events specified in this termination clause shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Al-'Aqar KPJ REIT pursuant to this termination clause or otherwise. We shall accept the decision of the Trustee and relieve the Trustee from any liability to it therefore and hold it harmless from any claims whatsoever on its part for damages or for any other relief.

### **20.17 Amendments to the Deed**

Save where an amendment to the Deed has been approved by a Special Resolution at a Unitholder's meeting, no amendment may be made to the provisions of this Deed unless:

- (a) the Trustee and us reasonably consider that such amendment does not materially prejudice the interests of Unitholders taken as a whole and will not operate to release the Trustee or us from any responsibility to the Unitholders;
- (b) the amendment or replacement:
  - (i) is necessary in order to comply with applicable fiscal, statutory or official requirements (whether or not having the force of law);
  - (ii) is necessary to correct a manifest error or a proven error;
  - (iii) removes or amends a provision or covenant required by the SC Act, the Guidelines on REIT, the Guidelines for Islamic REIT or the Guidelines on Unit Trust where that provision or covenant is altered or deleted by the SC or if the SC Act, the Guidelines on REIT, the Guidelines for Islamic REIT or the Guidelines on Unit Trust is amended; or
  - (iv) removes or amends a provision required by statute or any relevant authority where such a provision is no longer required by statute or the relevant authority, including without limitation any provision specified in the Guidelines on REIT, the Guidelines for Islamic REIT or the Guidelines on Unit Trust.
- (c) all modifications to this Deed must be made through a deed supplementary to this Deed and will take effect only upon registration of the supplementary deed with the SC. The Manager must submit any such supplementary deed to the SC for such registration pursuant to the SC Act.

### **20.18 Meeting of Unitholders**

A meeting of the Unitholders ("Meeting") may be convened:

- (a) by the Trustee or us on behalf of the Trustee at any time; or
- (b) upon an application made by no less than fifty (50) Unitholders or ten percent (10%) of the Unitholders, whichever is less, delivered to us or its registered office.

The quorum for a Meeting:

- (a) at which only an ordinary resolution is proposed must be at least five (5) persons holding or representing by proxy at least ten percent (10%) of the Unitholders;
- (b) at which a Special Resolution is proposed must be at least five (5) persons holding or representing by proxy at least fifteen percent (15%) of the Unitholders.

---

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

---

## Voting:

- (a) Voting is by a show of hands provided that a poll shall be taken in any case where:
  - (i) the resolution proposed is required by this Deed or by law to be decided by a special majority which is to be measured by a percentage of the votes of those present; or
  - (ii) 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.
- (b) Each Unitholder present in person or by proxy has one vote on a show of hands. On a poll, each Unitholder present in person or by proxy has one vote for each whole fully paid Unit held.
- (c) In the case of joint Unitholders, only the person whose name appears first in the Register of Unitholders may vote.
- (d) Units held by us, our nominees and any party related to us shall have no voting rights in any Unitholders' meeting.
- (e) Save as otherwise expressly provided for herein or as may be directed by the Trustee with the approval of the SC, all resolutions at Unitholders' meetings shall be passed by a simple majority.

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

---

## **21. Salient Terms of Sale and Purchase Agreement**

---

### **21.1 The Acquisitions are subject to inter alia the following main conditions:-**

- (a) the Properties are acceptable to the Syariah Committee Members and are free from encumbrances and to be sold subject to any express and implied conditions of title and restrictions in interest affecting the Properties;
- (b) specific representations and warranties about the Properties are made by the Vendors; and
- (c) mode of payment and satisfaction of the sale consideration of the Properties.

### **21.2 Conditions Precedent**

The Sale and Purchase Agreements for the Properties are conditional upon, inter alia, approvals being obtained from the following: -

- (a) the approval of the shareholders of KPJ, PSHSB, DSHSB, JSHSB, MASB, MCJSB and SMCSB at an extraordinary general meeting to be convened;
- (b) the approval of the SC for the Acquisitions by Al-'Aqar KPJ REIT;
- (c) the approval of the SC for the proposed establishment of Al-'Aqar KPJ REIT, proposed appointment of the Manager, proposed appointment of the Trustee, proposed appointment of the directors and chief executive officer of the Manager and the Listing Scheme;
- (d) the approval of Bursa Securities for the listing of and quotation for the Units to be issued pursuant to the Listing;
- (e) all such other regulatory and governmental approvals required to be obtained by the Vendors and/or the Trustee in order to effect the Acquisitions;
- (f) where required, the Vendors shall have made and/or caused an application to be made to the relevant State Authority under the provisions of the National Land Code 1965, to obtain the consent of such State Authority for the Acquisitions;
- (g) where required, the Vendors shall make arrangements with the chargees to redeem the relevant Properties and shall procure the written undertaking of the chargees to discharge the charges on the relevant Properties upon payment of the redemption sum; and
- (h) specifically for the two (2) separate sale and purchase agreements entered by the Trustee and JCorp and PSHSB respectively for the Acquisition of Ampang Puteri Specialist Hospital Building from JCorp and PSHSB, JCorp and PSHSB shall procure the cancellation or revocation of the 2.36 acres of Lot No. PT25119 leased to PSHSB pursuant to a lease agreement dated 29 November 1993 and to do all such acts necessary to ensure that all rights, title and interest to the whole lease over the Lot No PT 25119 for the remaining period of eighty four (84) years will be disposed and transferred to the Trustee.

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

---

**21. Salient Terms of Sale and Purchase Agreement (Cont'd)**

---

**21.3 Delivery of Documents on Completion**

On completion, the Vendors of the Properties will inter alia:-

- (a) deliver or cause to be delivered to Abdul Raman Saad & Associates ("The Stakeholder"):
  - (i) the original issue document of title of the Properties;
  - (ii) the latest quit rent and assessment receipts in respect of the Properties;
  - (iii) all such documents required for the purpose of facilitating the registration and transfer of the beneficial and registered ownership in the Properties from the Vendors of the Properties to the Trustee;
  - (iv) all security deposits and utilities deposits (if applicable);
  - (v) all relevant documents, agreements, licences, permits, approvals, consents, certificate of fitness, plans, building plans and drawings in respect of the Properties; and
- (b) deliver legal possession of the Properties to the Trustee.

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

---

## **22. Salient Terms of Lease Agreement**

---

Salient terms of the Lease Agreement are inter alia as follows:-

### **22.1 Agreement to Rent**

The Lessor as the owner of the demised premises and the Manager as agent of the Lessor agrees to let and the Lessee (who is acceptable to the Syariah Committee Members) agrees to take a lease of the each of the demised premises on an 'as is where is' basis together with the use and enjoyment in common with other persons entitled thereto of the entrances, vestibules, staircases, landings, corridors, passages, lifts, water, closets, lavatories and conveniences and other like amenities (during such hours) together with the assets acquired by Al-Aqar KPJ REIT and listed in Appendix A of the Lease Agreements as the same shall be in operation for the term stipulated in the Lease Agreements upon and subject to the terms and conditions contained in the Lease Agreements.

### **22.2 Tenure**

The contractual term of the Lease Agreements shall be fifteen (15) years commencing from the date of the Lease Agreements with an option to renew the lease for another fifteen (15) years subject to the terms and conditions to be agreed upon by the Lessor, the Manager as agent of the Lessor and the Lessee of the demised premises ("**Contractual Term**").

### **22.3 Maintenance Work**

- (a) Repair, Cleaning, Decoration etc

The Lessee covenants that it shall:-

- (i) Keep the demised premises in good condition and repair. The Lessee shall as and when required issue a notice to the Maintenance Manager to conduct any repairs on any part of the demised premises on any of the fixtures and fittings in the demised premises and shall pay the Maintenance Manager for work done in connection thereto.
- (ii) If so required by the Lessee and/or at the advise of the Maintenance Manager, to replace from time to time the Premise's fixtures and fittings in the demised premises which may be or become beyond repair, at any time during or at the end of the Contractual Term, in accordance with the planned budget prepared by the Maintenance Manager which shall be approved by the Lessor and/or the Manager as agent of the Lessor at any time during the Contractual Term.
- (iii) To pay the Maintenance Manager directly for its services to properly and regularly maintain, service, repair, replace and reinstate the Lessor's and/or the Lessee's fixtures, fittings, equipment, machinery and apparatus and to keep them clean and in good repair order and condition.
- (iv) To clean the demised premises and keep them in a clean and tidy condition and clear of all rubbish.
- (v) Not to cause any area outside the demised premises to be untidy or dirty and in particular, but without prejudice to the generality of the foregoing, not to deposit refuse or other materials on any such area.

---

## **22. Salient Terms of Lease Agreement (Cont'd)**

---

- (vi) To decorate and furnish the demised premises in a good and workmanlike manner and with appropriate materials of good quality to the satisfaction of the Lessor and/or the Manager as agent of the Lessor; the tints and colours and patterns of such decoration to be approved by the Lessor and/or the Manager as agent of the Lessor.
- (vii) To maintain a high standard of decorative finish and attractiveness and to preserve the demised premises and for that purpose to redecorate the demised premises, as often as may be necessary, in a good and workmanlike manner and with appropriate materials of good quality; any change in the tints and colours and patterns of such decorations to be approved by the Lessor and/or the Manager as agent of the Lessor.
- (viii) Not to damage or disfigure the demised premises or any part of the Land.

### **22.4 Takaful**

The Lessor and/or the Manager as agent of the Lessor covenants with the Lessee that: -

- (a) it shall effect and maintain Takaful coverage in respect of the structure of the demised premises and the Lessor's fixtures, fittings, equipment and machinery in the demised premises against fire and allied perils at the Lessor's cost and expense;
- (b) at all times during the Contractual Term at its own expense, to take out and maintain a Takaful coverage in the joint names of the Lessee and the Lessor for public liability takaful for an amount of not less than the Lessee's Public Liability Insurance/ Takaful Minimum Amount for each and every occurrence with a Takaful company of good repute acceptable to the Lessor; and
- (c) it shall to the extent possible insure the demised premises using Takaful schemes. In the event that Takaful schemes are unable to provide the necessary insurance coverage for the demised premises, then the Lessor is permitted to use the conventional insurance schemes to insure the demised premises subject to the written approval of the Syariah Committee Members in respect thereof.

### **22.5 Repair and Maintenance**

The Lessor and/or the Manager as agent of the Lessor covenants that it shall:

- (a) appoint the Maintenance Manager and pay for the services of the Maintenance Manager to maintain in reasonably good condition and repair the structure of the demised premises including the main walls, structural slabs of the floors, boundary walls, beams and columns (other than in respect of those parts of the demised premises for which the Lessee or occupier is responsible).
- (b) appoint the Maintenance Manager and pay for the services of the Maintenance Manager to operate service and maintain in reasonably good condition and repair the electrical, mechanical and other equipment, fixtures and fittings for common benefit including the lift, fire fighting installations (other than in respect of those parts of the demised premises for which the Lessee or occupier is responsible).
- (c) carry out any work which may affect or may be likely to affect the structure of the demised premises (including but not limited to the roof and the foundation) or the mechanical or electrical installations of the demised premises or the provision of any services in or to the demised premises.

---

## **22. Salient Terms of Lease Agreement (Cont'd)**

---

### **22.6 Repair, Cleaning, Decoration etc.**

- (a) The Lessor and/or the Manager as agent of the Lessor, shall as and when required by the Lessee issue a notice to the Maintenance Manager to conduct any repairs on any part of the demised premises on any of the fixtures and fittings in the demised premises and the Lessor shall pay the Maintenance Manager for work done in connection thereto based on the work done as verified and certified by the Manager on behalf of the Lessor who shall then make the necessary recommendation to the auditors of the Al-'Aqar KPJ REIT on the payment due to the Maintenance Manager.
- (b) If so required by the Lessee at the advise of the Maintenance Manager, to replace from time to time the demised premises's fixtures and fittings in the demised premises which may be or become beyond repair, at any time during or at the end of the Contractual Term, in accordance with the planned budget prepared by the Maintenance Manager which shall be approved by the Lessor and/or the Manager as agent of the Lessor based on the the recommendation of the Manager at any time during the Contractual Term.
- (c) To pay the Maintenance Manager based on the recommendation of the Manager directly for its services to properly and regularly maintain, service, repair, replace and reinstate the Lessor's and/or the Lessee's fixtures, fittings, equipment, machinery and apparatus and to keep them clean and in good repair order and condition.

### **22.7 Expansion**

In the event the Lessee requests and the Lessor desires to meet the expansion requirements of the Lessee through expansion, refurbishment and renovation of the demised premises, the Lessor shall through the Manager as agent of the Lessor, instruct the Maintenance Manager to carry out any major structural alterations or additions to the demised premises or work which may affect or may be likely to affect the structure of the demised premises (including but not limited to the roof and the foundation) or the mechanical or electrical installations of the demised premises or the provision of any services in or to the demised premises. The Lessor shall then reimburse the Lessee all costs incurred by the Lessee for the expansion, refurbishment and renovation of the demised premises based on the recommendation of the auditors of Al-'Aqar KPJ REIT according to the work done and subject to verification by the Manager and the reimbursement of all costs incurred by the Lessee as recommended by the auditors of Al-'Aqar KPJ REIT for the expansion, refurbishment and renovation of the demised premises at such dates to be agreed mutually by the Lessor and/or the Manager as agent of the Lessor and the Lessee.

### **22.8 Government Acquisition**

- (a) The Government has the power to acquire compulsorily any land in Malaysia pursuant to the provisions of the applicable legislation including the Land Acquisition Act 1960. As at the date of this Lease Agreement the Lessor and/or the Manager as agent of the Lessor have not received any notice of intended acquisition by any Government Agency of the demised premises or any part thereof.
- (b) the demised premises or any part thereof shall be or become affected by any notice of acquisition or intended acquisition under the Land Acquisition Act 1960 or other legislation, the Lessor and/or the Manager as agent of the Lessor shall give written notice to the Lessee within seven (7) days of the receipt and in such an event, the Lessee has the option, within twenty-one (21) days of receipt of such written notice, forward to the Lessor and/or the Manager as agent of the Lessor a written notice either to terminate or proceed with the lease arrangement.

---

## **22. Salient Terms of Lease Agreement (Cont'd)**

---

- (c) The parties hereby agree that in the event the Lessee intends to terminate this Lease Agreement, whereupon this Lease Agreement shall terminate but without prejudice to any right or claim which either party may have against the other in respect of any antecedent breach of this Lease Agreement.
- (d) The parties further agree that in the event that the Lessee agrees to continue with the lease arrangement, the Lessor and/or the Manager as agent of the Lessor (based on the recommendation of the Manager) and the Lessee shall negotiate for the revision of the rent charged due to the reduction in the demised premises area, and which shall be calculated based on the rental rate and the market value of the demised premises subsequent to the compulsory acquisition.
- (e) The Lessor and/or the Manager as agent of the Lessor shall be entitled to appoint and seek the advice of a recognised independent valuer in order to determine the fair market value of the demised premises in order to ascertain the new rate for the rent.

### **22.9 Variation of Rental**

The Lessor and/or the Manager as agent of the Lessor shall have the right to vary the rent of the nett lettable area of the demised premises occupied and used by the Lessee, at the recommendation of the Manager due to the occurrence of any of the following future events:-

- (a) if the nett lettable area of the demised premises increases arising from the renovations or refurbishments undertaken by the Lessor and/or the Manager as agent of the Lessor, the rent shall be increased corresponding with the increase in the Lessee's nett lettable area of the demised premises;
- (b) the Lessor and/or the Manager as agent of the Lessor incurs maintenance costs as determined from time to time by the Lessor and/or the Manager as agent of the Lessor for the maintenance, upkeep and management of the demised premises, the land and the common areas and includes the costs of electric power for and the costs of maintenance and upkeep of the lifts and main air-conditioning plant, payment for electricity and water supplied and used in the common areas of the demised premises the employment and other expenses incidental to the employment of personnel engaged in and about the provision of services and maintenance and upkeep of the common areas of the demised premises;
- (c) the Lessor and/or the Manager as agent of the Lessor incurs costs for the refurbishment or renovation of the demised premises for the purposes of expansion and to increase the capacity of the demised premises;

for the purposes of increasing the capacity and future expansion of the demised premises.

### **22.10 First Right of Refusal to Purchase Demised Premises**

In the event the Lessor and/or the Manager as agent of the Lessor intends to sell or dispose the demised premises at any time during the Contractual Term, the first right of refusal to purchase the demised premises shall be given to the Lessee.

### **22.11 Revision of Rental Rate**

- (a) The rental of the demised premises shall be reviewed on first (1<sup>st</sup>) January after every three (3) full financial years throughout the Contractual Term up to a maximum of fifteen (15) years and shall be negotiated between the Lessor and the Lessee. The first review of the rental shall take place on 1 January 2010.

## **22. Salient Terms of Lease Agreement (Cont'd)**

- (b) The review of the yearly rental amount for the next three (3) financial years shall be calculated based on the following formula:-
- 1<sup>st</sup> year of every review : (10-year MGS + 238 bps) x market value of the demised premises at the point of review and subject to a minimum rental of RM33.0 million per annum and a maximum 2% incremental over the preceding year's rental amount.
- 2<sup>nd</sup> year and 3<sup>rd</sup> year of every review : 2% incremental over the preceding year's rental amount.
- (c) The Lessor and/or the Manager as agent of the Lessor, shall be entitled to appoint and seek the advice of a recognised independent valuer in order to determine the reasonable and fair market value of the demised premises to fix the new rental of the demised premises.

### **22.12 Assignment**

- (a) Save as otherwise provided in the Lease Agreements, the benefits and obligations of the parties are personal to that party and shall not be capable of being assigned, delegated, transferred or otherwise disposed of save with the written consent of the other parties.
- (b) Notwithstanding the above, the Lessee shall be allowed to assign the benefits and obligations of this Lease Agreement to another party in the event of amalgamation, reconstruction, merger, takeover or otherwise which may be made in the constitution of the Lessee provided that the Lessee has given the Lessor and/or the Manager as agent of the Lessor six (6) months written notification prior to the assignment of its benefits and obligations under the Lease Agreements.

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