

## 16. THE TRUSTEE

### 16.1 Background information

Trustee is CIMB Trustee, a company incorporated in Malaysia and registered as a trust company under the Trust Companies Act, 1949 and having its registered office at 5<sup>th</sup> Floor, Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490 Kuala Lumpur, Malaysia. Trustee is registered with the SC to act as a trustee for collective investment schemes approved under the SCA pursuant to the REIT Guidelines. As at the Latest Practicable Date, Trustee has a paid up share capital of RM500,000 comprising 100,000 ordinary shares of RM5.00 each.

### 16.2 Functions, duties and responsibilities

Trustee's functions, duties and responsibilities are set out in the Deed. The general function, duties and responsibility of Trustee include, but are not limited to, the followings:-

- (a) acting as trustee of AmanahRaya REIT and, therefore, safeguarding your rights and interests;
- (b) holding the Assets of the REIT for your benefit; and
- (c) exercising all the powers of a trustee and the powers that are incidental to the ownership of the Assets of the REIT.

Trustee has covenanted in the Deed that it will exercise all due diligence and vigilance in carrying out its functions and duties and in safeguarding your rights and interests as Unitholders.

### 16.3 General information on Trustee

CIMB Trustee, which was formerly known as Bumiputra-Commerce Trustee Berhad, has been acting as trustee to real estate investment trust fund and several unit trust funds for the past 14 years and 12 years respectively. As at the Latest Practicable Date, CIMB Trustee acts as trustee for 1 real estate investment trust fund (excluding AmanahRaya REIT) and 11 unit trust funds (which includes 2 new unit trust funds that were launched recently on 21 September 2006 - AmanahRaya Unit Trust Fund and AmanahRaya Syariah Trust Fund).

In addition to overseeing these funds, CIMB Trustee also acts as trustee to various loans and private debt securities issues such as bonds and notes. Other than being the administrator of deceased's estates, executor of wills, trustee for minors or incapacitated persons, CIMB Trustee also act as trustees for public, charitable, staff retirement and pension/gratuity fund scheme, custodian trustee for associations, clubs and others. It also acts as attorney for executors or administrators residing abroad.

### 16.4 Financial information of Trustee

The following is a summary of the past performance of the Trustee based on audited financial statements for the past 3 financial years ended 31 December:-

	2003	2004	2005
	(RM'000)	(RM'000)	(RM'000)
Paid up share capital	500	500	500
Shareholders' funds	2,672	2,178	1,955
Turnover	1,638	2,037	1,735
Pre tax profit/(loss)	134	22	(214)
After tax profit/(loss)	67	6	(224)

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**16. THE TRUSTEE (Cont'd)**

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**16.5 Directors and management**

The following table sets forth information regarding the board of directors of the Trustee as at the Latest Practicable Date:-

<u>Name</u>	<u>Designation</u>
YBhg. Tan Sri Dato' Seri Haider bin Mohamed Noor	Independent Director & Chairman
Loh Shai Weng	Non-Independent Director
Datin Norhayati binti Hashim	Non-Independent Director
Rossaya binti Mohd Nashir	Company Secretary

As at the Latest Practicable Date, the Trustee has 15 employees of which 9 are executives and 6 are non-executives. The key management staff of the Trustee are as follows:-

<u>Name</u>	<u>Designation</u>
Khoo Leng Kee	Chief Operating Officer
Wong Siak Nyen	Corporate Business Development and Operation Manager
Tan Ping Ying	Manager, Corporate Trust
Linda Ong Gaik Bee	Assistant Manager, Legal and Compliance
Nor Hayati binti Husin	Officer, Corporate Trust

**Khoo Leng Kee**

She joined Trustee on 12 August 2005 as the Chief Operating Officer. She has more than twenty (20) years of working experience in capital markets, corporate and retail banking, and securities services. Prior to her appointment with Trustee, she headed the Corporate Agency and Securities Services team of a leading investment bank in Malaysia. She is a Senior Associate Member of Institut Bank-Bank Malaysia.

**Wong Siak Nyen**

He joined Trustee, in February 2005 as the Manager for the Corporate Trust. He has more than twenty five (25) years of experience in the banking/financial and trustee industry and prior to joining Trustee, he had served in two (2) established trust companies. He also is a Senior Associate Member of Institut Bank-Bank Malaysia and a Licensed Secretary.

**Tan Ping Ying**

She holds a LLB (Honours) from University of Wolverhampton, United Kingdom and M.A. in Legal Studies from University of Hertfordshire, United Kingdom. She was admitted to the Inner Temple as a Barrister-at-Law in 1996 and was called to the Malaysian Bar in 1997. She was in private practice in Kuala Lumpur for five (5) years and thereafter attached to various established trust companies prior joining Trustee.

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**16. THE TRUSTEE (Cont'd)**

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**Linda Ong Gaik Bee**

She joined Trustee in December 2003 and holds a degree in Bachelor of Law from University of Buckingham, in England, UK. She was admitted to the Malaysian Bar as an Advocate and Solicitor in 2003 and was in private practice prior to joining Trustee. She has more than four (4) years of experience in the trustee industry inclusive of her experience as trustee in other established trustee company prior to her private practice.

**Nor Hayati binti Husin**

She joined Trustee, in January 1995. She has more than 11 years of experience in the unit trust operation. Currently, she is the officer assisting to supervise the unit trust operation team of the company.

**16.6 Trustee's fee**

AmanahRaya REIT will pay the Trustee an annual trustee fee that accrues daily at a rate of 0.04% per annum of the NAV and is payable monthly in arrears.

**16.7 Trustee's statement of responsibility**

Trustee has given its willingness to assume:-

- (a) the position as trustee of AmanahRaya REIT; and
- (b) all the obligations in accordance with the Deed and all relevant laws, regulations and rules.

**16.8 Retirement/removal of Trustee and powers of Trustee to remove/replace us****(a) Retirement/Removal of Trustee****Retirement**

Trustee may retire upon giving 6 months' written notice to us (or such shorter period as may be agreed upon with us). We shall within 2 months after becoming aware of the intention of Trustee to retire, appoint a replacement trustee who is eligible to be appointed to act as trustee under the SCA and who has been approved by the SC. On retirement, Trustee shall not be entitled to any extra or additional remuneration.

Trustee shall on retirement or removal, vest the AmanahRaya REIT or cause it to be vested with the replacement trustee all rights, title, interest and benefits in and to the Assets of AmanahRaya REIT and shall deliver to the new trustee all books documents records title and other property whatsoever relating to the AmanahRaya REIT.

**Removal by us**

If Trustee:-

- ceases to exist; or
- is not validly appointed; or

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**16. THE TRUSTEE (Cont'd)**

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- is not eligible to be appointed or to act as trustee pursuant to Section 99 of the SCA; or
- fails or refuses to act as trustee in accordance with the provisions or covenants of the Deed or the provisions under the SCA; or
- has a receiver appointed over the whole or a substantial part of its assets or undertaking and Trustee has not ceased to act under the appointment, or a petition is presented for the winding up of Trustee (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction Trustee becomes or is declared to be insolvent); or
- is under investigation for conduct that contravenes the Trust Companies Act 1949 or any securities law.

We shall as soon as practicable after becoming aware of any of the above events take all reasonable steps to remove Trustee from its appointment under the Deed and appoint by way of deed a replacement trustee which is eligible to be appointed to act as trustee under the SCA and which has been approved by the SC.

Removal by Unitholders

Trustee may be removed on grounds that Trustee is in breach of its obligations under the Deed and Trustee has failed to remedy the breach within a reasonable period despite the request from us to remedy the breach or on the grounds arising from a breach of trust, wilful negligence or default, dishonesty, fraud, or where Trustee fails to show the degree of care and diligence and another trustee (which is eligible to be appointed to act as trustee under the SCA and duly approved by the SC) appointed if you decide on such removal and replacement by a special resolution passed at a duly convened meeting which is requisitioned by Unitholders in the manner provided in the Deed.

Removal by SC

Nothing in the Deed limits the right of the SC under section 101(2) of the SCA to remove Trustee and appoint a replacement on the SC's own accord, or on the application of the Manager or of a Unitholder, on any of the grounds stated in the clause above referring to circumstance in which the we are able to remove Trustee.

**(b) Power of Trustee to remove/replace us as Manager**

If we:-

- cease to exist; or
- are not validly appointed; or
- are not eligible to be appointed or to act as Manager pursuant to Section 98 of the SCA; or
- fail or refuse to act as Manager in accordance with the provisions or covenants of the Deed or the provisions of the SCA; or
- have a receiver appointed over the whole or a substantial part of our assets or undertaking and we have not ceased to act under the appointment, or a petition is presented for our winding-up (other than for the purpose of and followed by a reconstruction, unless during or following such reconstruction it becomes or is declared to be insolvent); or

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**16. THE TRUSTEE (Cont'd)**

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- are under investigation for conduct that contravenes the Companies Act or any other securities law; or
- are required to be removed by the SC or are required to be removed pursuant to the provisions of the REIT Guidelines; or
- are required to be removed by Unitholders by way of a special resolution passed at a meeting of Unitholders convened for that purpose on the grounds that the Manager is in breach of its obligations under the Deed and the Manager has failed to remedy the breach within a reasonable period despite the request from the Trustee to remedy the breach;

Trustee shall as soon as practicable after becoming aware of any of the above events take all reasonable steps to remove the Manager from its appointment under the Deed including without limitation convening a meeting of Unitholders by giving notice in accordance with paragraph 8 of Schedule 1 of the Deed, which notice shall specify the removal of the manager and appoint by way of deed a replacement manager which is eligible to be appointed to act as manager under the SCA and which has been approved by the SC.

**16.9 Material litigation and arbitration**

As at the Latest Practicable Date, Trustee is not engaged in any material litigation and arbitration, either as plaintiff or defendant, which has a material effect on the financial position of Trustee and the board of directors of Trustee do not know of any proceeding pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect the position of Trustee.

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## 17. RELATED PARTY TRANSACTIONS

### 17.1 Existing and proposed related party transaction and conflicts of interest

After the Listing, there will be continuing transactions between AmanahRaya REIT and the persons connected to us. Details of these transactions are as detailed below:-

Name	Nature of transaction	Area leased (sq ft)	Area leased (%)	Remarks
ARB	Rental of office space in Wisma AmanahRaya	166,902	100.0	ARB is the holding company of ARJMF with a 70% stake as well as the trustee for KWB.
	Rental of 50 car park bays in Wisma AmanahRaya	-	-	
CIMB	Rental of office space in Wisma Amanah Raya Berhad	109,533	87.5	CIMB Trustee is 100% held by CIMB Bank Berhad ("CBB"), directly (20%) and indirectly (80%) via subsidiaries of CBB. CBB and CIMB are sister companies, both are 100% held by CIMB Group Sdn Bhd (CIMBG). CIMBG is a wholly-owned subsidiary of the ultimate holding company, Bumiputera-Commerce Holdings Berhad (BCHB), a public listed company on the Main Board of Bursa Securities.
	Rental of 221 car park bays in Wisma Amanah Raya Berhad	-	-	

Save as disclosed above, our Directors are not aware of any other existing related party transactions in relation to the Properties.

### 17.2 Potential related party transaction and conflicts of interest

#### **ARJMF, as the Manager of AmanahRaya REIT, is also managing several other funds.**

The objectives and strategies of AmanahRaya REIT may be influenced by that of ARJMF and there can be no assurance that conflicts of interest will not arise. These may include conflicts arising from the acquisition or disposal of real estate properties, including acquisitions or disposals from entities related to us, as well as marketing strategy to secure the required tenants in order to meet the expected returns on any of the funds under our management.

However, such conflict of interest situation will be mitigated by, amongst others, establishing a level of governance through the formation of the Investment Committee who would be reviewing decisions made by us. There would also be a counter check on which certain actions would require the prior approval of the Trustee and / or the Unitholders as provided in the Deed.

AmanahRaya REIT may also wish to purchase properties from the KWB's portfolio and any sale and purchase transactions with ARB, as trustee for KWB may also be viewed as a potential conflict of interest. This is mitigated in view that a valuation must be undertaken on the properties by an independent qualified valuer and a valuation report must be submitted to the SC and the Trustee for their approval, as provided in the Deed and the REIT Guidelines.

For further details on managing potential conflict of interest on related party transactions, see Section 14.13 of this Prospectus.

## 18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS

*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 SCA, the REIT Guidelines, the Unit Trust Guidelines and the Central Depositories Act, the business rules of the 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, the Manager and the Unitholders.*

*Units which are listed on Bursa Securities will be deposited with the 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 AmanahRaya REIT.*

### 18.1 The Trust

The Deed establishing AmanahRaya REIT was entered into on 10 October 2006 between ARJMF as the Manager of AmanahRaya REIT and CIMB Trustee as the trustee of AmanahRaya REIT and the Deed took effect on 20 October 2006 upon registration with the SC.

The terms and conditions of the Deed and any supplemental deed are binding on you (and persons claiming through or under such Unitholder) as if you had been a party to and had executed the Deed and any supplemental deed and as if the Deed contained covenants on your part to observe and be bound by all the provisions of the Deed and contained an authorisation by you to do all such acts and things as the Deed may require or authorise us and the Trustee, respectively, (as the case may be) to do.

The Deed is governed by the laws of Malaysia.

AmanahRaya REIT is a real estate investment trust. Each asset of AmanahRaya REIT is vested in, and held by or on behalf of, the Trustee on trust in accordance with the terms of the Deed. Your rights under the Deed are divided into Units.

You have no legal, equitable or proprietary interest in the Assets of the REIT and is not entitled to the transfer to it of any asset (or any part thereof) or of any estate or interest in any assets (or any part thereof) of AmanahRaya REIT. Your rights as a Unitholder are limited to the right to require due administration of AmanahRaya REIT in accordance with the provisions of the Deed, including without limitation, a right to sue the Trustee or us for damages or compensation only. You are not entitled to interfere with the rights, powers, authorities or discretions conferred to us or the Trustee under the Deed.

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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**18.2 Rights of Unitholders**

Subject to the terms of the Deed, your rights include the right to:-

- receive income and other distributions attributable to Units held;
- transfer Units;
- receive the annual report and interim fund reports;
- convene, attend and vote at meetings of Unitholders; and
- participate in the winding up of AmanahRaya REIT.

**18.3 Liability of Unitholders**

The Deed contains provisions which are designed to limit your liability up to the amount paid or payable for any Units in AmanahRaya REIT. Notwithstanding any other provisions of the Deed, no one by reason alone of being a Unitholder, will be personally liable to indemnify the Trustee or us or any of our creditors against any of our liabilities or the Trustee's in respect of AmanahRaya REIT.

**18.4 Creation of Units**

A person who wishes to apply for the Unit must complete and lodge with us a completed application form and the application money or transfer of property in accordance with this Prospectus. We shall have the absolute discretion as to whether to allot and issue any Units pursuant to an application without assigning any reasons for its decision. We shall during the offer period stated in this Prospectus, lodge or cause to be lodged with the Trustee further cash including bankers' draft, cashiers' order, postal order or money order representing application monies paid by potential Unitholders in accordance with the procedure set out in this Prospectus to be held upon the trust of the Deed.

Unit is regarded as issued or granted to the person entitle to it if and when the person's name is recorded in the register of Unitholders maintained by us. 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 Bursa Depository shall be deemed to be a Unitholder. No rights whatsoever attach to a Unit until it is issued. No certificates for the Units shall be issued to any subscribers or purchasers of Units pursuant to any prospectus which relates to the issuance of certificate for the Units as provided for under clause 4.4(e) of the Deed.

**18.5 Issue of Units**

The following is a summary of the provisions of the Deed relating to the issue of the Units.

An initial 1,000 Units have been issued to us for the purpose of establishing AmanahRaya REIT. We will hold the initial Promoter Units only until the Listing Date and these Units shall be disposed of on the Market Day immediately following the Listing Date.

We have the exclusive right to issue Units for the account of AmanahRaya REIT. The offer of Units for the purpose of the Offering shall be at the Retail Offer Price and the Institutional Offer Price as set out in section 3.7 of this Prospectus.

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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In relation to the initial issue of Units by AmanahRaya REIT, we are not bound to accept an initial application for less than 1 Unit. No fraction of a Unit shall be issued and we shall in respect of each of your entitlement to Units round down to the nearest whole Unit and any balance arising from such rounding down shall be retained as part of the properties.

We may issue further Units by any method permitted under the REIT Guidelines and upon such terms as determined by us, in accordance with the provisions of the SCA, the REIT Guidelines, the Listing Requirements and any other applicable regulatory requirements. Subject to the provisions of the REIT Guidelines, the SCA and any applicable laws, we shall determine the issue price for new Units on market-based principles, taking into account the best interests of AmanahRaya REIT and yours as Unitholders.

Units listed on the Bursa Securities, may be traded on the Bursa Securities and settled through the Bursa Depository.

**18.6 Repurchase of Units**

You have no right to request us to repurchase or redeem your Units while the Units are listed on Bursa Securities. It is intended that you may only deal in your listed Units through trading on the Bursa Securities. However, under the Deed, if AmanahRaya REIT ceases to be listed or is suspended from trading for a continuous period of 90 days, you may request us to repurchase all or any of your Units in accordance with the terms of the Deed. The price of every such repurchases Unit shall be the value of a Unit which is derived after dividing the NAV of AmanahRaya REIT on the relevant day by the total number of Units in issue on the same relevant day.

**18.7 The Manager**

We must manage and administer the AmanahRaya REIT in a proper, diligent and efficient manner and in accordance with the Deed, the REIT Guidelines and securities laws and acceptable and efficacious business practices in the real estate investment trust industry in Malaysia.

We shall observe high standards of integrity and fair dealing in managing the AmanahRaya REIT to your best and exclusive interest.

**18.8 Management of the Trust**

We shall carry out all activities as it may deem necessary for the management of AmanahRaya REIT and its business, which includes but is not limited to dealing with the Assets of the REIT to further the investment policy and strategy of the REIT, procuring the services of the Property Manager, and managing the finances of the REIT. You may not:-

- interfere or seek to interfere with or question the rights, of the Trustee's or our powers, authority or discretion;
- claim or exercise any right in respect of the Assets of the REIT or any part thereof or lodge any caveat or other notice affecting or otherwise claim any interest over the Assets of the REIT or any part thereof; and
- require that the Assets of the REIT or any part thereof be transferred to or for your benefit.

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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**18.9 Investment by the Trust**

Subject to the requirements of the REIT Guidelines, and unless otherwise expressly provided in the Deed, we shall have absolute and uncontrolled discretion in the exercise of the powers, authorities and discretions vested in it to manage AmanahRaya REIT and the Assets of the REIT whether in relation to the manner or as to the mode of and time for the exercise of its powers of investment. In the absence of fraud, negligence, willful default or breach of the Deed, we shall not be in any way responsible for any liabilities that may result from the exercise or non-exercise of its powers in managing AmanahRaya REIT and the Assets of the REIT. However, in exercising its powers, we may not act as principal in the sale and purchase of Authorised Investments to and from AmanahRaya REIT.

Subject to compliance with the requirements of the REIT Guidelines (if any) and the provisions of the Deed, the Trustee will exercise its powers in accordance with our proposals, except where there are insufficient properties to give effect to the our proposal.

Under the REIT Guidelines, any material change in investment objectives of AmanahRaya REIT must be approved by a resolution of not less than 2/3 of Unitholders voting at a unitholders' meeting duly convened in accordance with the Deed.

Under the REIT Guidelines, we and the Trustee must ensure that the total borrowings (including total amount raised via issuance of debenture) of the REIT shall not exceed 50% of the Total Asset Value of the REIT at the time the borrowings are incurred, unless your prior approval has been obtained or exempted by the SC or permitted by the REIT Guidelines, the Listing Requirements, the securities laws and any other applicable regulatory requirements.

**18.10 Valuation of investments**

Subject to the REIT Guidelines, the Trustee will cause the real estate comprising the properties of the REIT, whether directly or via single purpose companies, to be valued by an independent qualified valuer at least once every 3 years from the last valuation date. Apart from the periodic valuations, a revaluation of the real estate may be required by the Trustee on its own accord, upon our recommendation or where the auditor is of the view that the carrying values of the revalued property differ materially from the market value. The approval of the SC is required before any revaluation of real estate can be incorporated into the accounts of AmanahRaya REIT.

The valuation of AmanahRaya REIT's real estate related assets and non-real estate related properties are to be carried out on a weekly basis. This valuation shall be used for determining the fund's net asset value which shall be announced to Bursa Securities on a weekly basis.

All valuations of the properties of the REIT will be carried out on the bases of valuation provided for each category of properties as set out in the REIT Guidelines.

**18.11 The Trustee**

The Trustee is responsible for the safe custody of the Assets of the REIT. Any Authorised Investments forming part of the Assets of the REIT, whether in bearer or registered form, is to be paid, assigned or transferred to or to the order of the Trustee forthwith on receipt by us and is to be dealt with as the Trustee may think proper for the purpose of providing for the safe custody of the same. The Trustee may act as custodian of the Assets of the REIT itself or the Trustee may delegate this role to another person as custodian or joint custodians.

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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Subject to the Deed, the Trustee (on our recommendation in writing) has full and absolute powers in relation to the Assets of the REIT, including but not limited to purchasing or selling any of the Assets of the REIT or Authorised Investments for cash or any other consideration, including the issuance of new Units as may be permitted by applicable laws and requirements; letting, or leasing any real estate, raising or borrowing money (subject to the applicable limits on borrowing) with or without security for the purposes of AmanahRaya REIT, performing and enforcing agreements and paying any outgoings connected with the Assets of the REIT or the Deed which are not otherwise payable by us, including, without limitation, all taxes imposed in connection with the Assets of the REIT.

**18.12 Trustee's and Manager's responsibilities and indemnities****18.12.1 Trustee's responsibilities and indemnities**

The Trustee is responsible for the safe custody of the Assets of the REIT. Any Authorised Investment forming part of the Assets of the REIT, whether in bearer or registered form, is to be paid, assigned or transferred to or to the order of the Trustee forthwith on receipt by us and is to be dealt with as the Trustee may think proper for the purpose of providing for the safe custody of the same.

The Trustee may act as custodian of the Assets of the REIT itself or the Trustee may delegate this role to another person as custodian or joint custodians (with the Trustee if acting as custodian or with any other custodian appointed by the Trustee) of the whole or any part of the Assets of the REIT and (where the Trustee is custodian) may appoint or (where the Trustee appoints a custodian) may empower such custodian or joint custodian (as the case may be) to appoint with the prior consent in writing of the Trustee, sub-custodians. Any such delegation can only be carried out by the Trustee in compliance with the REIT Guidelines and the Trustee shall remain responsible for the actions and omissions of any delegate as though they were its own actions and omissions.

Subject to the terms of the Deed, the applicable laws and requirements and without prejudice to any right of indemnity at law given to the Trustee, the Trustee shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as Trustee to have recourse to the Assets of the REIT or any part thereof. In addition thereto, we as the Manager shall indemnify and keep indemnified the Trustee against all loss, claims damages, suits, costs and expenses arising from the execution of the Deed:-

- (i) if the same are not caused by any negligence, recklessness or wilful act or omission or breach of trust on the part of the Trustee or by its failure to show the degree of care, due diligence and vigilance required of a trustee; or
- (ii) where a majority of not less than three fourths ( $\frac{3}{4}$ ) of all Unitholders for the time being, voting at a meeting summoned for the purpose releases the Trustee with respect to specific acts or omissions.

**18.12.2 Manager's responsibilities and indemnities**

Subject to the provisions of the Deed and the applicable laws and requirements, we shall carry out all activities as it may deem necessary for the management of the REIT and our business. Without limiting the generality of the foregoing, we shall, in managing the REIT, undertake the following activities:-

- (a) develop a business plan for the properties of the REIT in the short, medium and long term with a view to maximising income of the REIT;

**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

- (b) purchase, transfer, acquire, hire, let, lease, license, exchange, dispose of, convey, surrender or otherwise deal with any Authorised Investment in furtherance of our investment policy and prevailing investment strategy of the AmanahRaya REIT;
- (c) supervise and oversee the management of the REIT Assets (including but not limited to lease audit, systems control, data management and business plan implementation) in accordance with the provisions of the Deed;
- (d) ensure that it complies with its operations manual;
- (e) in accordance with the applicable laws and requirements, generally advise on and procure through property management companies, service providers or by itself (where permitted), the maintenance of any real estate, including but not limited to such repair, painting, alteration, rebuilding and/or improvement of any real estate which we consider to be necessary or desirable;
- (f) prepare annual budgets for the AmanahRaya REIT and the management and operation of the AmanahRaya REIT;
- (g) make the necessary announcements in relation to the AmanahRaya REIT as may be required by the Listing Requirements;
- (h) lodge statutory returns;
- (i) manage all tax affairs of the AmanahRaya REIT including the appointment of advisors as required;
- (j) give directions to the Trustee to ensure the smooth and efficient performance of the Trustee's duties under the Deed and under the applicable laws and requirements;
- (k) determine if any taxes, expenses, outgoings, losses, debts or obligations will be paid or borne out of the capital or income of the REIT;
- (l) institute, defend, conduct, settle, discontinue or compromise legal proceedings as we, with the approval of the Trustee, deem fit, of which the Trustee's approval shall not be unreasonably withheld;
- (m) undertake primary management activities in relation to the AmanahRaya REIT including but not limited to:-
  - overall strategy;
  - new acquisition and disposal analysis;
  - marketing and communications;
  - individual asset performance and business planning; and
  - market performance analysis;

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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- (n) manage the real estate assets through the procurement of service providers under the Deed to carry out specified activities, including but not limited to:-
- onsite property management;
  - property presentation and maintenance;
  - budget preparation for individual buildings;
  - letting and leasing services including but not limited to new tenancies and leases, review and renewals;
  - at-call customer services;
  - rent collection; and
  - arrears control;
- (o) manage the finances of the AmanahRaya REIT and wherever necessary from time to time, we may procure professional services from a service provider to do so, including but not limited to:-
- account preparation;
  - capital management;
  - co-ordination of the budget process;
  - forecast modeling;
  - performance analysis and reporting;
  - corporate treasury functions; and
  - ongoing financial market analysis;
- (p) develop and maintain investor relations, including but not limited to:-
- customer service to the investors;
  - complaints handling;
  - information co-ordination;
  - co-ordination of investor and analyst briefing and marketing; and
  - liaise with and respond to queries from the public in relation to the AmanahRaya REIT;
- (q) ensure legal and corporate compliance in relation to the REIT Assets including but not limited to:-
- legal support on acquisitions, disposals and leasing;
  - due diligence;
  - compliance with the Deed and the applicable laws and requirements; and
  - maintenance of appropriate licences and regulatory approvals;
- (r) manage and supervise service providers appointed under the Deed for the conduct, project leasing, marketing and customer relationship management activities including but not limited to:-
- letting and leasing of existing properties and new developments;
  - co-ordination of external agents;
  - co-ordination of marketing materials;
  - competitor analysis; and
  - customer relationship management program, including but not limited to reviewing of future business needs for existing tenants and new business developments;
- (s) prepare such property market reports which we consider to be relevant and appropriate and whenever necessary, appoint a service provider to do so;

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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- (t) prepare, issue and, if necessary, lodge any Prospectus or any circular publicity material, sales literature or other documents in connection with the AmanahRaya REIT and the issuance of Units;
- (u) carry out such other activities that we may consider necessary from time to time; and
- (v) exercise and/or enforce via the Trustee lease/tenancy agreements against the respective lessees/tenants, if necessary.

We shall not be under any liability except such liability as may be assumed by it under the Deed nor shall we be liable for any act or omission of the Trustee. Subject to the terms of the Deed and without prejudice to any right of indemnity at law given to us, we shall be entitled for the purpose of indemnity against any actions, costs, claims, damages, expenses or demands to which it may be put as we have recourse to the Assets of the REIT, save where such action, cost, claim, damage, expense or demand is occasioned by the fraud, negligence, willful default or breach of the Deed by us.

**18.13 Retirement of Trustee**

The Trustee may retire upon giving 6 months' written notice to us (or such shorter period as may be agreed upon with us) whereupon we shall within 2 months after becoming aware of the intention of the Trustee to retire, appoint by way of a deed, a replacement trustee who is eligible to be appointed to act as trustee under the SCA and who has been approved by the SC.

A Trustee which retires, will from the effective date of such retirement or removal be released from the Deed (but without prejudice to liability for antecedent breach) and will be entitled to call upon us to execute a Deed confirming such release and indemnifying the Trustee against any claims arising out of its execution of AmanahRaya REIT PROVIDED THAT such claims are not caused by or result or arise from or are in respect of any fraud or dishonesty on the part of the Trustee or any existing or antecedent neglect, default, breach of trust or breach of duty imposed by statute or rule of law on the part of the Trustee. Any such release or discharge shall not affect any consequential liability of the Trustee to you which may have accrued before the Trustee's removal.

**18.14 Register and transfers**

We shall keep and maintain the register of Unitholders at our registered office in accordance with the SCA, and enter into the Register the details and matters required to be kept under the SCA and any other applicable laws and requirements and keep the Register of Unitholders up to date. For so long as AmanahRaya REIT is listed on Bursa Securities, the Bursa Depository or its nominee company will be entered into the Register of Unitholders as the sole Unitholder.

The Unitholders whose names appear in the record of depositors as depositors shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from the Units (whether conferred or imposed by the Deed or the applicable laws and requirements) and shall be deemed to and be treated as the absolute owner of the Units, as if it were a person included in the Register instead of Bursa Depository or its nominee company in whose name the Units are registered.

Upon Listing, Units shall be freely transferable on Bursa Securities in board lots of 100 Units, or such other number as Bursa Securities permits. All transfers of Units shall be effected in the manner provided under the rules of the Bursa Depository.

**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

**18.15 Amendment of the Deed**

The Trustee may join us in making, by supplementary deed, any modification, addition to or deletion from the Deed (including this present clause) without the sanction of any resolution of a meeting of Unitholders duly convened and held in accordance with the provisions of the Deed applicable to the holding of meetings of Unitholders, if such alteration, modification, addition or deletion is in the opinion of the Trustee and us and as may be substantiated with legal opinion:-

- (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 AmanahRaya 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 AmanahRaya REIT or the Unitholders); or
- (d) in any other circumstances not materially adverse to your interests and not likely to become so.

In such case the Trustee and us must certify in a written statement to the SC that in their opinion such modification, addition or deletion does not materially prejudice your interests and does not operate to release the Trustee or us from any responsibility to you as Unitholders.

If in the opinion of the Trustee any such alteration, modification, addition or deletion referred to above may materially or adversely affect your rights then such, modification, addition or deletion may only be effected with the consent of a resolution of not less than 2/3 of all Unitholders that are present and voting at the meeting (or such other majority as may be required under the SCA from time to time), given at a meeting duly convened and held in accordance with the provisions of the Deed applicable to the holding of meetings of Unitholders.

Notwithstanding the provisions of the Deed, if the SC considers any such modification, addition or deletion to the Deed prejudices your interest, the SC shall be entitled to direct us to require the Trustee to convene a meeting of Unitholders to obtain your consent to such alteration, modification, addition or deletion by way of the resolution as set out above. We and the Trustee shall be bound to act on the direction of the SC in this regard.

You will receive from us a notice of the execution of any supplementary deed containing a short summary of its effect as soon as practicable after the supplementary deed is registered with the SC, unless the effect of the supplementary deed is not our opinion (with the consent of the Trustee) of material significance.

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**18.16 Meetings of Unitholders**

Either the Trustee or us may convene a meeting of Unitholders by giving at least 14 days notice in writing of any meeting of Unitholders (or 21 days notice in the case of a special resolution to be passed):-

- (a) where the notice is to be sent by us:-
  - (i) by sending a notice by post of the proposed meeting to each Unitholder at his last known address on the record of depositors; and
  - (ii) where it is required in laws, by publishing an advertisement giving notice of the meeting in a national language newspaper published daily and circulating generally throughout Malaysia, and in one (1) other newspaper as may be approved by the SC;
- (b) where the notice is to be sent by the Trustee:-
  - (i) by publishing an advertisement giving notice of the meeting in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper; and
  - (ii) in writing to Bursa Securities.

In the case of a meeting convened to pass a special resolution, a circular specifying the place, date and hour of meeting and the general nature of the business to be transacted and containing such or any further information as we or the Trustee, as the case may be, may think fit and the terms of any resolution to be proposed shall be given at least 21 days prior to any meeting of the Unitholders.

We shall within 21 days after a requisition has been delivered us at our registered office, being a requisition by not fewer than 50, or 1/10 in number, whichever is less, of all Unitholders, convene a meeting of Unitholders for the purposes of laying before the meeting of the most recent financial statements of AmanahRaya REIT or for the purpose of giving to the Trustee such directions as the meeting thinks proper or to consider any other matter in relation to the Deed.

Notwithstanding that we are permitted to hold Promoter Units, we shall not exercise the voting rights with respect to any Units it or its nominees hold in any Unitholders' meeting, regardless of the party who requested for and called for the meeting and the matter or matters that are laid before the Unitholders at the meeting.

**18.17 Term of AmanahRaya REIT**

The AmanahRaya REIT shall commence on the date of registration of the Deed with the SC and shall terminate on the earlier of:-

- (a) the date 80 years after the date of registration of the Deed with the SC, or until such further period as the law may permit; or
- (b) the occurrence of any of the events listed below:-
  - (i) if at a duly convened meeting of Unitholders a special resolution is passed that AmanahRaya REIT be terminated; or

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**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

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- (ii) if we are in liquidation or where the Trustee is of the opinion that we have ceased to carry on business or has, to your prejudice, 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 SCA, a special resolution is passed that AmanahRaya REIT be terminated subject to last paragraph of section 18.18 below; or
- (iii) if we notify the Trustee in writing that the size of AmanahRaya REIT is less than RM100,000,000 (or such minimum size permitted by the SC and Bursa Securities) are held by Unitholders and the Trustee recommends that AmanahRaya REIT be terminated on the basis that there is no foreseeable plan to increase the size of AmanahRaya REIT; or
- (iv) if at any time after the date of Listing, the Units are unconditionally suspended from trading by Bursa Securities and such suspension subsists for a continuous period of 90 Market Days AmanahRaya REIT will, notwithstanding any of ours or the Trustee's rights, powers or duties and directions given by or resolutions of holders of the Units, immediately determine and its winding-up will immediately commence upon the end of such 90 Market Days; or
- (v) if at any time during the life of AmanahRaya 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 you 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 AmanahRaya REIT; or
- (vi) if the Listing does not take place within 3 months from the date of the Prospectus for the Listing.

No later than 2 weeks after the decision by the Trustee to terminate AmanahRaya REIT, we shall notify you of such termination, the reasons and the date of the decision to terminate AmanahRaya REIT.

If a determination event in paragraphs (b)(ii) above occurs, the Trustee must apply to the court for an order confirming the Unitholders' resolution. The court may confirm the resolution if the court is satisfied that it is in the interests of you to do so and may make orders for the winding-up of AmanahRaya REIT, which orders must be carried out by the Trustee.

**18.18 Procedure on winding up of AmanahRaya REIT**

Upon termination of AmanahRaya REIT (other than due to the events in sections 18.17(b)(i) and (ii) above) the following provisions shall have effect:-

- (a) The Trustee shall as soon as practicable sell, call in and convert into money the Assets of the REIT, and divide the proceeds of such sale, calling in and conversion less all proper costs and disbursement, commissions, brokerage fees, fees payable to us and the Trustee on termination of AmanahRaya REIT and other outgoings including costs of final distribution of capital and income and all proper provisions for liabilities of AmanahRaya REIT, among the Unitholders in proportion to the number of Units which they hold respectively at the date of the decision to terminate AmanahRaya REIT PROVIDED THAT the Trustee may at its discretion make a partial distribution of capital from time to time and the Trustee and us shall on termination of AmanahRaya REIT be deemed as preferential creditors as provided in the Companies Act.

**18. SALIENT TERMS OF DEED AND RIGHTS AND LIABILITIES OF UNITHOLDERS (Cont'd)**

- (b) The Trustee may postpone the sale, calling in and conversion of any part of the investment and property comprised in AmanahRaya REIT for such time as it thinks it desirable so to do in your interests and shall not be responsible for any loss attributable to such postponement except to the extent that such loss may be attributable to the Trustee's own neglect or default.
- (c) The Trustee may retain in its hands or under its control for as long as it thinks fit such part of AmanahRaya REIT as in its opinion may be required to meet any outgoings of AmanahRaya REIT or any of the investments thereof PROVIDED THAT any investments or monies so retained to the extent that they are ultimately found not to be so required shall remain subject to AmanahRaya REIT for conversion and distribution in accordance with paragraph (a) above.

Upon AmanahRaya REIT being terminated and distribution being made as aforesaid we shall grant to the Trustee a full and complete release from its obligations under the Deed and the trusts and provisions thereof and shall release it from any claim which we may now or hereafter have arising out of the Trustee's execution of the Deed PROVIDED THAT any such release shall not in any way prejudice or affect the liability of the Trustee under the Deed to you or us for any such claim arising out of the Trustee's negligence or for any breach of trust or breach of its duties whether under the Deed or imposed by statute or rule of law.

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**19. GENERAL INFORMATION**

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**19.1 Consents**

The written consents of the Trustee, Lead Arranger, Principal Adviser, Lead Manager, Placement Agent, Managing Underwriter, Retail Underwriters, Company Secretary, Principal Banker, Lenders, Property Manager, Registrar, Auditors, Issuing House, Solicitors to the Managing Underwriter and Lead Arranger, and Solicitors to the Trustee to the inclusion in this Prospectus of their names in the manner and form in which such names appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of the Solicitors for the Offering to the inclusion in this Prospectus of their letter dated 19 December 2006 addressed to the Board of Directors of ARJMF in the manner, form and context in which such names appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of the Reporting Accountants to the inclusion in this Prospectus of their letters on the unaudited proforma consolidated financial information, profit forecast and projections as well as the letter relating to the proforma balance sheet in the manner, form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of the Tax Advisor to the inclusion in this Prospectus of their letter on taxation of AmanahRaya REIT and Unitholders in the manner, form and context in which such names appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consents of the Independent Property Valuer and Property Market Consultant to the inclusion in this Prospectus of their Valuation Certificates and the Property Market Report respectively, in the manner, form and context in which such names appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

**19.2 Directors' declaration**

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

Our Directors accept full responsibility for the profit forecast and projections included in this Prospectus and confirm that the profit forecast and projections have been prepared based on the assumptions made.

The information pertaining to the Trustee, Property Manager and Share Registrar was extracted from the information provided by the management and/or directors of the respective parties. The responsibility of our Directors is therefore restricted to the accurate reproduction of such relevant information as included in this Prospectus.

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**19. GENERAL INFORMATION (Cont'd)**

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**19.3 Documents for inspection**

Copies of the following documents may be inspected at our registered office and/or the Trustee's during normal business hours for a period of 12 months from the date of this Prospectus:-

- (a) the Deed;
- (b) the Independent Property Valuer's valuation reports for the Properties;
- (c) the Reporting Accountants' letter relating to the unaudited proforma consolidated historical financial information as referred to in section 10.10 of this Prospectus;
- (d) the Reporting Accountants' letter relating to the profit forecast for FYs 2007 and profit projections for FYs 2008 and 2009 as referred to in sections 10.11 and 10.12 of this Prospectus;
- (e) the Reporting Accountants' letter relating to the proforma balance sheet as referred to in section 10.13 of this Prospectus;
- (f) the Tax Advisor's letter on taxation of AmanahRaya REIT and Unitholders as referred to in section 11 of this Prospectus;
- (g) the valuation certificates as referred to in section 12 of this Prospectus;
- (h) the property market report as referred to in section 13 of this Prospectus;
- (i) the audited financial statements of the Manager for the last 5 FYs ended 31 December 2005;
- (j) the letters of consent referred to in section 19.1 of this Prospectus;
- (k) the material contracts referred to in section 19.4 of this Prospectus; and
- (l) the letters of opinion from the Solicitors for the Offering referred to in section 5.5 of this Prospectus.

**19.4 Material contracts**

Save as disclosed below, we and the Trustee have not entered into any other contracts in relation to AmanahRaya REIT which are material, not being entered into in the ordinary course of business within the past 2 years preceding the date of this Prospectus:-

- (a) the Deed;
- (b) the Sale and Purchase Agreements;
- (c) the deed of assignment dated 22 December 2006 entered into between the Vendor and Trustee for the assignment of HVAS and Blocks A & B, South City Plaza;
- (d) the Novation Agreement(s);
- (e) the Property Management Agreement;
- (f) the Facility Agreement; and
- (g) the Retail Underwriting Agreement.

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**19. GENERAL INFORMATION (Cont'd)**

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**19.5 Investment assets purchased or to be purchased out of the proceeds of the Offering**

As at the Listing Date, other than the acquisition of the Properties, there is no transaction, directly or indirectly, relating to any real estate purchased or to be purchased out of proceeds of the Offering.

**19.6 Material litigation and arbitration**

As at the Latest Practicable Date, we are not engaged in any material litigation and arbitration, either as plaintiff or defendant, which has a material effect on our financial position as Manager and our Directors are not aware of any proceedings pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect our financial position or business.

As at the Latest Practicable Date, the Trustee is not engaged in any material litigation and arbitration, either as plaintiff or defendant, which has a material effect on the financial position of the Trustee and the board of directors of the Trustee are not aware of any proceedings pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect the financial position or business of the Trustee.

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## 20. APPROVALS AND CONDITIONS

### 20.1 Approvals

The SC, vide its letter dated 4 August 2006, had approved with conditions, the following:-

- (i) the proposed establishment of AmanahRaya REIT;
- (ii) the listing and quotation of AmanahRaya REIT on the Main Board of Bursa Securities;
- (iii) our appointment as the management company of AmanahRaya REIT;
- (iv) CIMB Trustee's appointment as the Trustee of AmanahRaya REIT;
- (v) appointment of Datuk Mohamed Azahari Bin Mohamed Kamil as the Chief Executive Officer of AmanahRaya REIT; and
- (vi) appointment of the following candidates as the Investment Committee of AmanahRaya REIT:-
  - Dato' Mani Usilappan (Independent Director);
  - Datuk Yahya Bin Ya'acob (Independent Director);
  - Tengku Hasmuddin Bin Tengku Othman (Independent Director);
  - Mahadzir Bin Azizan (Independent Director).; and
  - Sudirman Bin Masduki (Non-Independent Director).

The SC (on behalf of the Foreign Investment Committee) has also approved our appointment as the management company of AmanahRaya REIT under the Guideline on the Acquisition of Interests, Mergers and Take-Overs by Local and Foreign Interests.

Arising from the conditions imposed by the SC (as detailed below) in its letter dated 4 August 2006; a revised flotation scheme was submitted to the SC on 26 April 2006 and was subsequently approved by the SC on 25 September 2006.

### 20.2 Conditions

The various conditions imposed by the SC and the status of compliance are as follows:-

Authority	Conditions imposed by the SC	Status of Compliance
<b>SC (vide its letter dated 4 August 2006)</b>		
	(a) As a result of the decision on Selayang Mall's valuation and proposed acquisition, ARJMF and its adviser must submit a revised flotation proposal to the SC;	SC had on 25 September 2006 approved the revised flotation proposal
	(b) ARJMF and its adviser to clearly disclose the following in AmanahRaya REIT's prospectus:- <ul style="list-style-type: none"><li>• clear growth strategy and plans for AmanahRaya REIT in the medium-term and long-term, such as acquisitions of additional real estates;</li></ul>	Complied. Disclosed in section 7.2.2 of this Prospectus.

20. APPROVALS AND CONDITIONS (Cont'd)

Authority	Conditions imposed by the SC	Status of Compliance
	<ul style="list-style-type: none"> <li>• the risks and ways to mitigate the risk of single tenant / master lease arrangements;</li> </ul>	Complied. Disclosed in section 5.3.4 of this Prospectus.
	<ul style="list-style-type: none"> <li>• information pertaining to the buy-back options on the Holiday Villa properties, the salient features of the option agreement and the impact on AmanahRaya REIT if the options were to be exercised;</li> </ul>	Complied. Disclosed in sections 5.3.1, 8.2.2, 8.3.3 and 9.1.6 of this Prospectus.
	<ul style="list-style-type: none"> <li>• information pertaining to the registration of the leases, including the legal opinion from the lawyers on the effect of the registration of the leases on the rights, interests and benefit if ownership of AmanahRaya REIT over the properties;</li> </ul>	Complied. Please see sections 5.3.2 and 5.5 of this Prospectus
	<ul style="list-style-type: none"> <li>• information pertaining to the arrangement with respect to 2 layer of property management as well as its costs and benefits; and</li> </ul>	Complied. Disclosed in section 5.3.3 of this Prospectus.
	<ul style="list-style-type: none"> <li>• the underwriting arrangement;</li> </ul>	Complied. Disclosed in sections 4.9 and 4.10 of this Prospectus.
	(c) For the acquisition of the Permanis Factory, ARJMF and its adviser are required to:-	
	<ul style="list-style-type: none"> <li>• obtain the Certificate of Fitness (CF) within 6 months from 4 August 2006;</li> <li>• make quarterly announcement on the status of application of the CF to Bursa Securities until such time that the CF is obtained from the relevant authority; and</li> <li>• update the SC on the status of such compliance when such announcements are made;</li> </ul>	Complied. Majlis Perbandaran Kajang issued a CF for Permanis Factory on 12 July 2006. A copy of the said CF was submitted to the SC on 24 August 2006.
	(d) In relation to the acquisition of the real estates, ARJMF and its adviser are required to ensure compliance with the requirements of sub-clause 10.03(6) of the REIT Guidelines in relation to the encumbrances before the registration of the prospectus; where applicable;	Complied.

20. APPROVALS AND CONDITIONS (Cont'd)

Authority	Conditions imposed by the SC	Status of Compliance
	(e) ARJMF maintains 30% Bumiputera equity at all times;	Noted. ARJMF will maintain a 30% Bumiputera equity at all times.
	(f) SC's approval for the proposed candidates for the Chief Executive Officer and members of the Investment Committee is subject to there being no adverse findings from the vetting process conducted on all the candidates;	Noted.
	(g) ARJMF or its adviser must inform the SC the date of appointment of the Chief Executive Officer and the Investment Committee Members of AmanahRaya REIT within 2 weeks after the appointment is made effective;	Complied. ECM Libra Avenue had informed SC on the same vide its letter dated 29 December 2006.
	(h) ARJMF or its adviser to inform SC upon the completion of the proposals;	Noted and to be complied.
	(i) ARJMF or its adviser must inform the SC of the date of listing of AmanahRaya REIT prior to the listing of the fund;	Noted and to be complied.
	(j) ARJMF, CIMB Trustee and AmanahRaya REIT to fully comply with all the relevant requirements in the REIT Guidelines, SCA and any notices that are issued from time to time (where relevant); and	ARJMF, CIMB Trustee and AmanahRaya REIT undertake to comply with all the relevant requirements in the REIT Guidelines, SCA and any notices that are issued from time to time (where relevant).
	(k) The listing of AmanahRaya REIT must be completed within six (6) months from the date of SC's letter i.e. 4 August 2006. SC's approval is deemed to lapse if ARJMF fails to do so within the stipulated time frame.	Noted and to be complied.
<b>SC (vide its letter dated 8 January 2007)</b>		
	(a) ARJMF to formalise and finalise the Service Level Agreement ("SLA") between ARJMF and Symphony Share Registrar Sdn. Bhd. ("SSR") before the actual delegation is effected and a copy of the duly executed SLA shall be submitted to the SC	Complied.

## 20. APPROVALS AND CONDITIONS (Cont'd)

Authority	Conditions imposed by the SC	Status of Compliance
	(b) ARJMF to formalise and finalise its Draft Operations Manual for review and approval by its Board of Directors; and	Complied.
	(c) ARJMF to inform the SC within 10 working days in the event the delegation of registration function is ceased or terminated.	Noted.

In addition, the SC has approved the delegation of the registrar function to Symphony.

### 20.3 Waiver/variation granted by the SC

The SC has approved and granted the following waivers / variations vide its letter dated 4 August 2006:-

(a) Waiver from Clause 8.03(1) of the REIT Guidelines

Clause 8.03(1) of the REIT Guidelines provides that the underwriting arrangements must be in place before the offering of units is made (for offerings to the general public and restricted issues/offers). Underwriting may be arranged on a minimum level of subscription basis.

(b) Variation to Clause 10.01(1) of the REIT Guidelines

Clause 10.01(1) of the REIT Guidelines stipulates that a real estate investment trust may invest in any of the following:

- (i) Real estate;
- (ii) Single-purpose companies;
- (iii) Real estate-related assets;
- (iv) Liquid assets;
- (v) Non-real estate-related assets; and
- (vi) Asset-backed securities.

With respect thereto, ARJMF has obtained SC's approval for the variation from Clause 10.01(1) of the REIT Guidelines which would allow AmanahRaya REIT to also invest in the following non real estate related assets:-

- (i) debt securities issued by, or fully guaranteed by the Government of Malaysia;
- (ii) commercial paper or other debt securities issued by companies or institutions with a credit rating of not less than:-
  - (a) A/P1: by Rating Agency Malaysia Berhad and
  - (b) A/MARC-1: by Malaysian Rating Corporation Berhad.

## 21. PROCEDURES FOR APPLICATION AND ACCEPTANCE

### 21.1 Application for Retail Offer

#### 21.1.1 Opening and Closing of Application

The application for the Offering Units will open at 10.00 am on 26 January 2007 and will remain open until 5.00 pm on 9 February 2007 or for such further period or periods as our Directors 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, balloting, allotment of the Offering Units, and listing of AmanahRaya REIT may be extended accordingly.

#### 21.1.2 Methods of Application

Application Forms or Electronic Application or Internet Application.

#### 21.1.3 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:-

Class of Applicant	Application Method	No. of Public Issue Units Available
1. Malaysian public (for individuals)	White Application Form or Electronic Application or Internet Application	9,200,000
2. Malaysian public (for non-individuals e.g. corporation, institutions, etc)	White Application Form only	
3. Selected Institutional Investors	Via private placement. A separate letter will be delivered to the respective selected institutional investors	45,999,000

White Application Forms together with copies of this Prospectus may be obtained, subject to availability, from ECM Libra Avenue, participating organisations of Bursa Securities, members of the Association of Banks in Malaysia, members of the Malaysian Investment Banking Association and MIDFCCS.

Only 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 10 years under Section 88B of the SIA.**

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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THE AMOUNT PAYABLE IN FULL UPON APPLICATION IS RM0.895 PER UNIT FOR RETAIL OFFERING AND RM0.94 FOR INSTITUTIONAL OFFERING. IF YOU SUBMIT AN APPLICATION BY WAY OF APPLICATION FORM, YOU MAY NOT SUBMIT APPLICATIONS BY WAY OF ELECTRONIC APPLICATION OR BY WAY OF INTERNET APPLICATION AND VICE VERSA. A CORPORATION OR INSTITUTION CANNOT APPLY FOR THE UNITS BY WAY OF ELECTRONIC APPLICATION AND INTERNET APPLICATION.

**21.1.4 General Conditions for Applications**

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

**Application by the Malaysian Public for Allocations via Balloting**

Applications for the 9,200,000 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 or by way of Internet Application through an Internet Participating Financial Institution's website. A corporation or institution cannot apply for the Units by way of Electronic Application and Internet Application.

Directors and employees of MIDFCCS and their immediate families are strictly prohibited from applying for the Units. Directors of AmanahRaya and its subsidiary companies and the associates of such Directors are not allowed to apply for the 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 (KPPK 09) 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 MIDFCCS will acknowledge the receipt of Application Forms or application monies.

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21. PROCEDURES FOR APPLICATION AND ACCEPTANCE *(Cont'd)*

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**21.1.5 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 (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 SCA, 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

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21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

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- ATM STATEMENT OBTAINED FROM ANY OF THE FOLLOWING FINANCIAL INSTITUTIONS:-
  - Affin Bank Berhad (25046-T);
  - Alliance Bank Malaysia Berhad (88103-W);
  - AmBank (M) Berhad (8515-D);
  - CIMB Bank Berhad (formerly known as 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); or
  - Southern Bank Berhad (5303-W);

MADE OUT IN FAVOUR OF:-

"MIDF UNIT ISSUE ACCOUNT NO: 614"

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 MIDFCCS/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 reserve the right to require you (*if your application is successful*) to appear in person at the registered office of MIDFCCS within 14 days of the date of the notice issued to you to ascertain the regularity or propriety of the application. Our Directors 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) MIDFCCS on the authority of our Directors reserve the right to reject applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.
- (k) MIDFCCS on the authority of our Directors reserve 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 Units to a reasonable number of applicants with a view to establish an adequate market for the Units.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (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 (KPPK 09)" 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) MIDFCCS 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:-  
  
MIDF Consultancy and Corporate Services Sendirian Berhad (11324-H)  
12th Floor, Bangunan MIDF  
195A, Jalan Tun Razak  
50400 Kuala Lumpur  
  
OR **DELIVERED BY HAND** in the Drop-in Boxes provided at the Ground Floor of Bangunan MIDF, 195A, Jalan Tun Razak, 50400 Kuala Lumpur so as to arrive not later than 5.00 p.m. on 9 February 2007 or such further period or periods as our Directors and/or the Offerors together with the Managing Underwriter in their absolute discretion may mutually decide.
- (p) PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE **WHITE APPLICATION FORM** TO MIDFCCS.

**21.1.6 Terms and Conditions for Application using Electronic Applications**

DUE TO A MAXIMUM TWO DECIMAL POINT CONSTRAINT, ELECTRONIC APPLICATIONS BY THE MALAYSIAN PUBLIC WILL BE BASED ON RM0.90 PER UNIT INSTEAD OF RM0.895 PER UNIT.

- (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
  - (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 21.1.6(iii). 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:-

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- Personal Identification Number (“PIN”);
- **MIDF Unit Issue Account No: 614;**
- 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;
- CIMB Bank Berhad (formerly known as Bumiputra-Commerce Bank Berhad);
- EON 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 21.1.6(i). 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 MIDFCCS or us. You should retain the Transaction Record and should not submit it with any Application Form.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

Upon the closing of the offer for the application for the Units on 9 February 2007 or such further period or periods as our Directors 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 MIDFCCS as soon as practicable but not later than 12:00 p.m. of the 2<sup>nd</sup> Market 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 MIDFCCS 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 Securities Industry (Central Depositories) Act, 1991 to the disclosure by the relevant Participating Financial Institution or Bursa Depository, as the case may be, of any of your particulars to MIDFCCS, or any relevant regulatory bodies.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (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) MIDFCCS 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 MIDFCCS. MIDFCCS 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 (5<sup>th</sup>) Market Day from the balloting day.

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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 MIDFCCS. 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 MIDFCCS by way of cheques issued by MIDFCCS. 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.

- (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 Securities 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, MIDFCCS or the Participating Financial Institution, irrevocably agrees that if:-
- (i) MIDFCCS 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 MIDFCCS or us,
- you shall be deemed not to have made an Electronic Application and you shall have no claim whatsoever against us, MIDFCCS 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, MIDFCCS 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;

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## 21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

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- (ii) we, the Participating Financial Institutions, Bursa Depository and MIDFCCS 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
  - (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 reserve the right to require you (*if your Application is successful*) to appear in person at the registered office of MIDFCCS within 14 days of the date of the notice issued to you to ascertain the regularity or propriety of the application. Our Directors 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) MIDFCCS on the authority of our Directors 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.

### 21.1.7 Terms and Conditions for Application using Internet Applications

DUE TO A MAXIMUM TWO DECIMAL POINT CONSTRAINT, INTERNET APPLICATIONS BY THE MALAYSIAN PUBLIC WILL BE BASED ON RM0.90 PER UNIT INSTEAD OF RM0.895 PER UNIT.

- (i) **Steps for Internet Application through an Internet Participating Financial Institution's website.**

**The exact steps for Internet Share Application in respect of the Units are as set out on the Internet financial services website of the Internet Participating Financial Institutions.**

For illustration purposes only, the steps for an application for the Units via Internet Application may be as set out below. The steps set out the actions that you must take at the Internet financial services website of the Internet Participating Financial Institution to complete an Internet Application.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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YOU MUST HAVE A CDS ACCOUNT BEFORE YOU CAN MAKE ANY APPLICATION FOR THE UNITS. PLEASE NOTE THAT THE ACTUAL STEPS FOR INTERNET APPLICATIONS CONTAINED IN THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTIONS MAY DIFFER FROM THE STEPS OUTLINED BELOW.

- (a) Connect to the Internet financial services website of the Internet Participating Financial Institution with which you has an account.
- (b) Login to the Internet financial services facility by entering your user identification and PIN/password.
- (c) Navigate to the section of the website on applications in respect of initial public offerings.
- (d) Select the counter in respect of the Units to launch the Electronic Prospectus and the terms and conditions of the Internet Application.
- (e) Select the designated hyperlink on the screen to accept the abovementioned terms and conditions, having read and understood such terms and conditions.
- (f) At the next screen, complete the online application form.
- (g) Check that the information contained in the online application form such as the Units counter, NRIC number, CDS account number, number of Units applied for and the account number to debit are correct, and select the designated hyperlink on the screen to confirm and submit the online application form.

By confirming such information, you also undertake that the following information given is true and correct:-

- (i) You have attained eighteen (18) years of age as at the date of the application for the Units;
- (ii) You are a Malaysian citizen residing in Malaysia;
- (iii) You have, prior to making the Internet Application, received and/or have had access to a printed/electronic copy of the Prospectus, the contents of which you have read and understood;
- (iv) You agree to all the terms and conditions of the Internet Application as set out in the Prospectus and have carefully considered the risk factors set out in the Prospectus, in addition to all other information contained in the Prospectus before making the Internet Application for the Retail Offering;
- (v) The Internet Application is the only application that you are submitting for the Units;
- (vi) You authorise the Authorised Financial Institution to deduct the full amount payable for the Units from your account with the Authorised Financial Institution;

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (vii) You give express consent in accordance with the relevant laws of Malaysia (including but not limited to Section 99 of the Banking and Financial Institutions Act, 1989 and Section 45 of the Securities Industry (Central Depositories) Act, 1991) to the disclosure by the Internet Participating Financial Institution, the Authorised Financial Institution and/or Bursa Depository, as the case may be, of your information, your Internet Application or your account with the Internet Participating Financial Institution, to MIDFCCS and the Authorised Financial Institution, the SC and any other relevant authority;
- (viii) You are not applying for the Units as a nominee of any other person and the application is made in your own name, as beneficial owner and subject to the risks referred to in this Prospectus;
- (ix) You authorise the Internet Participating Financial Institution to disclose and transfer to any person, including any government or regulatory authority in any jurisdiction, our Company or other relevant parties in connection with the Retail Offering, all information relating to you if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction or if such disclosure and transfer is, in the reasonable opinion of the Internet Participating Financial Institution, necessary for the provision of the Internet Application services or if such disclosure is requested or required in connection with the Retail Offering. Further, the Internet Participating Financial Institution will take reasonable precautions to preserve the confidentiality of your information furnished by you to the Internet Participating Financial Institution in connection with the use of the Internet Applications services;
- (h) Upon submission of your online application form, you will be linked to the website of the Authorised Financial Institution to effect the online payment of your application money for the Retail Offering.
- (i) As soon as your transaction is completed, a message from the Authorised Financial Institution pertaining to your payment status will appear on the screen of the website through which the online payment of your application money is being made.
- (j) Subsequent to the above, the Internet Participating Financial Institution shall confirm that your Internet Application has been completed, via the Confirmation Screen on its website.
- (k) You are advised to print out the Confirmation Screen for reference and retention.

**(ii) Terms and Conditions for Internet Application**

**Applications for the Unit may be made through the Internet financial services website of the Internet Participating Financial Institutions.**

YOU ARE ADVISED NOT TO APPLY FOR THE UNITS THROUGH ANY WEBSITE OTHER THAN THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTIONS.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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*Internet Participating Financial Institution*

Internet Applications may be made through the Internet financial services website of CIMB Securities Sdn Bhd at [www.eipocimb.com](http://www.eipocimb.com), Malayan Banking Berhad at [www.maybank2u.com.my](http://www.maybank2u.com.my) (via hyperlink to Bursa Securities' website at [www.bursamalaysia.com](http://www.bursamalaysia.com)) or RHB Bank Berhad at [www.rhbbank.com.my](http://www.rhbbank.com.my) (via hyperlink to Bursa Securities' website at [www.bursamalaysia.com](http://www.bursamalaysia.com)).

PLEASE READ THE TERMS OF THIS PROSPECTUS, THE TERMS AND CONDITIONS FOR INTERNET APPLICATIONS SET OUT HEREIN AND THE STEPS FOR INTERNET APPLICATIONS SET OUT HEREIN CAREFULLY PRIOR TO MAKING AN INTERNET APPLICATION.

THE EXACT TERMS AND CONDITIONS AND THE SEQUENCE FOR INTERNET APPLICATIONS IN RESPECT OF THE UNITS ARE AS SET OUT ON THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTIONS.

PLEASE NOTE THAT THE ACTUAL TERMS AND CONDITIONS OUTLINED BELOW SUPPLEMENT THE ADDITIONAL TERMS AND CONDITIONS FOR INTERNET APPLICATIONS CONTAINED IN THE INTERNET FINANCIAL SERVICES WEBSITE OF THE INTERNET PARTICIPATING FINANCIAL INSTITUTIONS.

An Internet Application shall be made on and shall be subject to the terms and conditions set out herein:-

- (a) You can make an Internet Application if you fulfill all of the following:-
  - (i) You are an individual with a CDS Account;
  - (ii) You have an existing account with access to Internet financial services facilities with an Internet Participating Financial Institution. You must have ready their user identification ("User ID") and Personal Identification Numbers ("PIN")/password for the relevant Internet financial services facilities; and
  - (iii) You are a Malaysian citizen and have a mailing address in Malaysia.

You are advised to note that a User ID and PIN/password issued by one of the Internet Participating Financial Institutions cannot be used to apply for the Units at Internet financial service websites of other Internet Participating Financial Institutions.

- (b) An Internet Application shall be made on and shall be subject to the terms of this prospectus and our Company's Memorandum and Articles of Association.
- (c) You are required to confirm the following statements (by selecting the designated hyperlink on the relevant screen of the Internet financial services website of the Internet Participating Financial Institution) and to undertake that the following information given is true and correct:-
  - (i) You have attained eighteen (18) years of age as at the date of the application for the Units;
  - (ii) You are a Malaysian citizen residing in Malaysia;

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (iii) You have, prior to making your Internet Application, received and/or have had access to a printed/electronic copy of the Prospectus, the contents of which you have read and understood;
- (iv) You agree to all the terms and conditions of the Internet Application as set out in the Prospectus and have carefully considered the risk factors set out in the Prospectus, in addition to all other information contained in the Prospectus before making your Internet Application for the Retail Offering;
- (v) Your Internet Application is the only application that you are submitting for the Units;
- (vi) You authorise the Internet Participating Financial Institution or the Authorised Financial Institution to deduct the full amount payable for the Units from your account with the Internet Participating Financial Institution or the Authorised Financial Institution;
- (vii) You give express consent in accordance with the relevant laws of Malaysia (including but not limited to Section 99 of the Banking and Financial Institutions Act, 1989 and Section 45 of the Securities Industry (Central Depositories) Act, 1991) to the disclosure by the Internet Participating Financial Institution, the Authorised Financial Institution and/or Bursa Depository, as the case may be, of your information, your Internet Application or your account with the Internet Participating Financial Institution, to MIDFCCS and the Authorised Financial Institution, the SC and any other relevant authority;
- (viii) You are not applying for the Units as a nominee of any other person and your application is made in your own name, as beneficial owner and subject to the risks referred to in this Prospectus; and
- (ix) You authorise the Internet Participating Financial Institution to disclose and transfer to any person, including any government or regulatory authority in any jurisdiction, our Company or other relevant parties in connection with the Retail Offering, all information relating to you if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction or if such disclosure and transfer is, in the reasonable opinion of the Internet Participating Financial Institution, necessary for the provision of the Internet Application services or if such disclosure is requested or required in connection with the Retail Offering. Further, the Internet Participating Financial Institution will take reasonable precautions to preserve the confidentiality of your information furnished by you to the Internet Participating Financial Institution in connection with the use of the Internet Application services.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (d) Your application will not be successfully completed and cannot be recorded as a completed application unless you have completed all relevant application steps and procedures for the Internet Application which would result in the Internet financial services website displaying the Confirmation Screen.

For the purposes of this Prospectus, "Confirmation Screen" shall mean the screen which appears or is displayed on the Internet financial services website, which confirms that your Internet Application has been completed and states the details of your Internet Application, including the number of Units applied for which you can print out for your records.

Upon the display of the Confirmation Screen, you shall be deemed to have confirmed the truth of the statements set out in Section 21.1.7(ii)(c) herein.

- (e) You must have sufficient funds in your account with the Internet Participating Financial Institution or the Authorised Financial Institution at the time of making your Internet Application, to cover and pay for the Units and the related processing fees, charges and expenses, if any, to be incurred, failing which your Internet Application will not be deemed complete, notwithstanding the display of the Confirmation Screen. Any Internet Application which does not conform strictly to the instructions set out in this Prospectus or any instructions displayed on the screens of the Internet financial services website through which the Internet Application is made shall be rejected.

- (f) You irrevocably agree and undertake to subscribe for and to accept the number of Units applied for as stated on the Confirmation Screen or any lesser number of Units that may be allotted to you in respect of the Internet Application. If our Company decides to allot any lesser number of such Units or not to allot any Units to you, you agree to accept any such decision of our Company as final.

In the course of completing your Internet Application on the website of the Internet Participating Financial Institution, your confirmation of the number of Units applied for (by way of your action of clicking the designated hyperlink on the relevant screen of the website) shall be deemed to signify and shall be treated as:-

- (i) Your acceptance of the number of Units that may be allotted or allocated to you in the event that your Internet Application is successful or successful in part, as the case may be; and
- (ii) Your agreement to be bound by the Memorandum and Articles of Association of our Company.
- (g) You are fully aware that multiple or suspected multiple Internet Applications for the Units of our Company will be rejected. Our Company reserves the right to reject any Internet Application or accept any Internet Application in part only without assigning any reason therefor. We will give due consideration 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.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (h) If your Internet Application is unsuccessful or successful in part only, the Internet Participating Financial Institution will be informed of the unsuccessful or partially successful Internet Application. If your Internet Application is unsuccessful, the Internet Participating Financial Institution will credit or arrange with the Authorised Financial Institution to credit the full amount of your application money in Ringgit Malaysia (without interest or any Units of revenue or other benefit arising therefrom) into your account with the Internet Participating Financial Institution or the Authorised Financial Institution within two (2) Market Days after receipt of written confirmation from MIDFCCS.

MIDFCCS shall inform the Internet Participating Financial Institution of unsuccessful or partially successful applications within two (2) Market Days from the balloting date.

If your Internet Application is accepted in part only, the relevant Internet Participating Financial Institution will credit the balance of your application money in Ringgit Malaysia (without interest or any Units of revenue or other benefit arising therefrom) into your account with the Internet Participating Financial Institution within two (2) Market Days after receipt of written confirmation from MIDFCCS. However, a number of applications will be held in reserve to replace any successfully balloted applications that are subsequently rejected. If your application is held in reserve, and subsequently rejected, your application money (without interest or any Units of revenue or other benefit arising therefrom) will be refunded to you by MIDFCCS by way of cheques issued by MIDFCCS. The cheques will be issued to you within ten (10) Market Days from the day of the final ballot of the applications list.

If your application is held in reserve and is subsequently unsuccessful (or only partly successful), the Internet Participating Financial Institution will arrange for a refund of the application money (or any part thereof but without interest or any Units of revenue or other benefit arising therefrom) within ten (10) Market Days from the day of the final ballot of the applications list.

Except where MIDFCCS is required to refund application monies, it is the sole responsibility of the Internet Participating Financial Institution to ensure the timely refund of application money from unsuccessful or partially successful Internet Applications. Therefore, you are strongly advised to consult the Internet Participating Financial Institution through which your application was made in respect of the mode or procedure of enquiring on the status of your Internet Application in order to determine the status or exact number of Issue Shares allotted, if any, before trading the Units on Bursa Securities.

- (i) Internet Applications will be closed at 5.00 p.m. on 5 February 2007 or such other date(s) as the Directors of our Company and/or the Offeror together with the Managing Underwriter may decide in their absolute discretion. An Internet Application is deemed to be received only upon its completion that is when the Confirmation Screen is displayed on the Internet financial services website. You are advised to print out and retain a copy of the Confirmation Screen for record purposes. Late Internet Applications will not be accepted.

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21. PROCEDURES FOR APPLICATION AND ACCEPTANCE *(Cont'd)*

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(j) You irrevocably agree and acknowledge that your Internet Application is subject to risk of electrical, electronic, technical and computer-related faults and breakdowns, faults with computer software, problems occurring during data transmission, computer security threats such as viruses, hackers and crackers, fires, acts of God and other events beyond the control of the Internet Participating Financial Institution, the Authorised Financial Institution and our Company. If, in any such event, we, MIDFCCS and/or the Internet Participating Financial Institution and/or the Authorised Financial Institution do not receive your Internet Application and/or the payment therefor, or in the event that any data relating to your Internet Application or the tape or any other devices containing such data is lost, corrupted, destroyed or otherwise not accessible, whether wholly or partially and for any reason whatsoever, you shall be deemed not to have made an Internet Application and you shall have no claim whatsoever against us, MIDFCCS or the Internet Participating Financial Institution and the Authorised Financial Institution in relation to the Units applied for or for any compensation, loss or damage whatsoever, as a consequence thereof or arising therefrom.

(k) All of your particulars in the records of the relevant Internet Participating Financial Institution at the time of your Internet Application shall be deemed to be true and correct, and we, the Internet Participating Financial Institutions, MIDFCCS and all other persons who, are entitled or allowed under the law to such information or where you expressly consent to the provision of such information shall be entitled to rely on the accuracy thereof.

You shall ensure that your personal particular as recorded by both Bursa Depository and the Internet Participating Financial Institution are correct and identical, otherwise your Internet Application is liable to be rejected. The notification letter on successful allotment will be sent to your address last registered with Bursa Depository. It is your responsibility to notify the Internet Participating Financial Institution and Bursa Depository of any changes in your personal particulars that may occur from time to time.

(l) By making and completing an Internet Application, you are deemed to have agreed that:-

(i) in consideration of us making available the Internet Application facility to you, through the Internet Participating Financial Institution acting as our agents, the Internet Application is irrevocable;

(ii) you have irrevocably requested and authorised us to register the Units allotted to you for deposit into your CDS Account;

(iii) neither we nor the Internet Participating Financial Institution shall be liable for any delay, failure or inaccuracy in the recording, storage or transmission or delivery of data relating to your Internet Application to MIDFCCS or Bursa Depository due to any breakdown or failure of transmission, delivery or communication facilities or due to any risk referred to in section 5 herein or to any cause beyond their control;

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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- (iv) you shall hold the Internet Participating Financial Institution harmless from any damages, claims or losses whatsoever, as a consequence of or arising from any rejection of your Internet Application by MIDFCCS, us and/or the Internet Participating Financial Institution for reasons of multiple application, suspected multiple application, inaccurate and/or incomplete details provided by you, or any other cause beyond the control of the Internet Participating Financial Institution;
  - (v) the acceptance of the offer made by you to subscribe for the Units for which your Internet Application has been successfully completed shall be constituted by written notification in the form of the issue of a notice of allotment by or on our behalf and not otherwise, notwithstanding the receipt of any payment by or on our behalf;
  - (vi) you are not entitled to exercise any remedy of rescission for misrepresentation at any time after acceptance of your Internet Application by us;
  - (vii) In making the Internet Application, you have relied solely on the information contained in this Prospectus. We, the Retail Underwriters, the Principal Adviser and any other person involved in the Offering shall not be liable for any information not contained in this Prospectus which may have been relied on by you in making the Internet Application; and
  - (viii) The acceptance of your Internet Application by us and the contract resulting therefrom under the Public Issue shall be governed by and construed in accordance with the laws of Malaysia, and you irrevocably submit to the jurisdiction of the courts of Malaysia.
- (m) A processing fee of RM5.00 per Internet Application will be charged by CIMB Securities Sdn. Bhd., RM1.00 per Internet Application will be charged by Malayan Banking Berhad and while RM2.50 per Internet Application will be charged by RHB Bank Berhad.

**21.1.8 Applications and Acceptances**

MIDFCCS on the authority of our Directors, 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 thereof.

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. DUE TO A MAXIMUM TWO DECIMAL POINT CONSTRAINT, ELECTRONIC APPLICATIONS AND INTERNET APPLICATIONS BY THE MALAYSIAN PUBLIC WILL BE BASED ON RM0.90 PER UNIT INSTEAD OF RM0.895 PER UNIT.

IN THIS REGARD, MIDFCCS WILL REFUND TO ALL SUCCESSFUL APPLICANTS A RATE OF RM0.005 PER SUCCESSFUL UNIT.

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. Due consideration will be given to the desirability of distributing the Offering Units to a reasonable number of applicants with a view to broadening the unit-holding base and establishing an adequate market in the Units.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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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. AmanahRaya 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 Offering, AmanahRaya 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.

In the event of an under-subscription of the Malaysian Public portion, all the Retail Offering Units not applied for will be re-allocated to the Institutional Offering. Any Retail Offering Units not taken up after the re-allocation, if any, will be underwritten by the Retail Underwriters.

WHERE A SUCCESSFULLY BALLOTTED APPLICATION IS SUBSEQUENTLY NOT ACCEPTED OR ACCEPTED IN PART ONLY, 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. MIDFCCS 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 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.

**21.1.9 CDS Accounts**

Pursuant to Section 14(1) of the Securities Industry (Central Depositories) Act, 1991, 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 Securities Industry (Central Depositories) Act 1991, all dealings in the Units including the Offering 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 MIDFCCS 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 may result in the application being rejected. If a successful applicant fails to state his/her CDS Account number, MIDFCCS under our instruction will reject the Application.

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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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 require 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.

You can make an application by way of Internet Application, only if you have a CDS account. In certain cases, you can make an application by way of Internet Application only if you have a CDS account opened with the Internet Participating Financial Institution. Arising therewith, your CDS account number would automatically appear in the e-IPO online application form.

MIDFCCS on the authority of our Directors reserves the right to reject any incomplete and inaccurate Application. Applications may also be rejected if your particulars provided in your 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.

**21.1.10 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 AmanahRaya REIT. For Electronic Application and Internet Application, the notice of allotment will be despatched to you at your address last maintained with Bursa Depository at your own risk prior to the listing of AmanahRaya 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 your application by logging on to the following MIDFCCS website or by calling your respective ADAs at the telephone number as stated in Section 21.2 or at the telephone number stated below between five (5) to ten (10) Market Days (*during office hours only*) after the final balloting date:

MIDFCCS Enquiry Services  
MIDFCCS Website

03-21602727 or 03-21602728  
[www.midfcss.com](http://www.midfcss.com)

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)****21.2 List of Authorised Depository Agents ("ADA")**

The list of the ADAs and their respective broker codes are as follows:-

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b>KUALA LUMPUR</b>		
A.A. ANTHONY SECURITIES SDN BHD	N-1-3, Plaza Damas 60, Jalan Sri Hartamas 1 Sri Hartamas 50480 Kuala Lumpur Tel No: 03-62011155	078-004
AFFIN SECURITIES SDN BHD	3rd Floor, Chulan Tower No. 3 Jalan Conlay 50450 Kuala Lumpur Tel No : 03-21438668	028-001
AMSECURITIES SDN BHD	15th Floor, Bangunan AmBank Group No. 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No : 03-20782788	086-001
BIMB SECURITIES SDN BHD	1st & 2nd Floor, Podium Block AMDB Building No. 1, Jalan Lumut 50400 Kuala Lumpur Tel No : 03-40433533	024-001
CIMB SECURITIES SDN BHD	9th Floor, Commerce Square Jalan Semantan, Damansara Heights 50490 Kuala Lumpur Tel No : 03-20849999	065-001
ECM LIBRA AVENUE SECURITIES SDN BHD	8A Floor, Wisma Genting Jalan Sultan Ismail 50250 Kuala Lumpur Tel No : 03-21781888	052-001
EONCAP SECURITIES SDN BHD	Level 18, Wisma Cyclecarri No. 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No : 03-26928899	061-001
HLG SECURITIES SDN BHD	Level 5, Wisma Kia Peng No. 3, Jalan Kia Peng 50450 Kuala Lumpur Tel No : 03-21681168	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 : 03-77106688	068-009
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 Jaian Kaskas, 5th Mile Cheras	068-012

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
	56100 Kuala Lumpur Tel No : 03-91303399	
HWANG-DBS SECURITIES BERHAD	Suite 7-03, 7 <sup>th</sup> Floor Suite 12-02 & Part of Suite 12-01 12 <sup>th</sup> Floor, Menara Keck Seng 203 Jalan Bukit Bintang 55100 Kuala Lumpur Tel No : 03-27112775	068-014
INTER-PACIFIC SECURITIES SDN BHD	West Wing, Level 13 Berjaya Times Square, No. 1, Jalan Imbi 55100 Kuala Lumpur Tel No : 03-21171888	054-001
JUPITER SECURITIES SDN BHD	7th-9th Floor, Menara Olympia No. 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No : 03-20341888	055-001
K & N KENANGA BHD	8th Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No : 03-21649080	073-001
KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD	11th - 14th Floor Chulan Tower No. 3, Jalan Conlay 50450 Kuala Lumpur Tel. No: 03-21688800	053-001
KUALA LUMPUR CITY SECURITIES SDN BHD	No. 8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No : 03-21667922	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 : 03-62033366	076-010
M & A SECURITIES SDN BHD	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel No : 03-22821820	057-002
MAYBAN SECURITIES SDN BHD	Level 5-13, MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No : 03-22978888	098-001
MERCURY SECURITIES SDN BHD	Lot 6-05, Level 6, Tower Block Menara Milenium	093-002

21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
	No. 8 Jalan Damanlela Bukit Damansara 50490 Kuala Lumpur Tel No : 03-20942828	
MIDF SISMA SECURITIES SDN BHD	17th & 18th Floor, Empire Tower No. 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No : 03-21668888	026-001
OSK SECURITIES BERHAD	20 <sup>th</sup> Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No : 03-2333 8333	056-001
OSK SECURITIES BERHAD	62 & 64, Vista Magna Jalan Prima, Metro Prima 52100 Kuala Lumpur Tel No : 03-62575869	056-028
OSK SECURITIES BERHAD	Ground Floor M3-A-7 & M3-A-8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel No. 03-42804798	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. 03-90587222	056-058
PB SECURITIES SDN BHD	27th Floor, Public Bank Building No. 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No : 03-20313011	051-001
PM SECURITIES SDN BHD	Ground, Mezzanine, 1st & 10th Floor Menara PMI No. 2, Jalan Changkat Ceylon 50200 Kuala Lumpur Tel No : 03-21463000	064-001
RHB SECURITIES SDN BHD	Level 9, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel No : 03-92852233	087-001
TA SECURITIES HOLDINGS BERHAD	Floor 13, 15-18, 20, 23, 28-30, 34 & 35 Menara TA One, No. 22, Jalan P. Ramlee 50250 Kuala Lumpur Tel No : 03-20721277	058-003

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b>SELANGOR DARUL EHSAN</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 : 03-33439999	028-002
AMSECURITIES SDN BHD	4 <sup>th</sup> Floor, Plaza Damansara Utara 2, Jalan SS21/60 47400 Petaling Jaya Selangor Darul Ehsan Tel No.: 03-77106613	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 : 03-55133288	068-002
HWANG-DBS SECURITIES BERHAD	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No. 7, Jalan SS 16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No : 03-56356688	068-010
JF APEX SECURITIES BERHAD	6th Floor, Menara Apex Off Jalan Semenyih, Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel No : 03-87361118	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 : 03-76201118	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 : 03-79562169	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 : 03-80241682	073-006

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
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 : 03-30057550	073-007
OSK SECURITIES BERHAD	No. 24, 24M, 26M, 28M, 28A & 30 Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel No : 03-78736366	056-011
OSK SECURITIES BERHAD	No. 37, Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel No : 03-87363378	056-045
OSK SECURITIES BERHAD	Ground & 1st Floor 15, Jalan Bandar Rawang 4 48000 Rawang Selangor Darul Ehsan Tel No. 03-60928916	056-047
OSK SECURITIES BERHAD	Ground & Mezzanine Floor 87 & 89, Jalan Susur Pusat Perniagaan NBC Batu 1 1/2, Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No. 03-33439180	056-048
PM SECURITIES SDN BHD	No. 157 & 159, Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel No : 03-80700773	064-003
PM SECURITIES SDN BHD	Nos. 18 & 20, Jalan Tiara 2 Bandar Baru Klang, 41150 Klang Selangor Darul Ehsan Tel No : 03-33415300	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 : 03-56340202	096-001
SBB SECURITIES SDN BHD	1st, 2nd & 3rd Floor, Plaza Damansara Utama No. 2, Jalan SS 21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No : 03-77297345	090-002

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b>MELAKA</b>		
MALACCA SECURITIES SDN BHD	Nos. 1, 3 & 5, Jalan PPM9 Plaza Pandan Malim (Business Park) Balai Panjang, P. O. Box 248 75250 Melaka Tel No : 06-3371533	012-001
OSK SECURITIES BERHAD	579, 580-581 A&B Taman Melaka Raya 75000 Melaka Tel No : 06-2825211	056-003
MERCURY SECURITIES SDN BHD	No. 81B & 83B, Jalan Merdeka Taman Melaka Raya 75000 Melaka Tel No : 06-2921898	093-003
PM SECURITIES SDN BHD	Nos. 11 & 13, Jalan PM2 Plaza Mahkota 75000 Melaka Tel No : 06-2866008	064-006
RHB SECURITIES SDN BHD	Lot 9 & 10, 1st Floor Tabung Haji Building Jalan Bandar Kaba 75000 Melaka Tel No : 06-2833622	087-002
<b>PERAK DARUL RIDZUAN</b>		
ECM LIBRA AVENUE SECURITIES SDN BHD	No. 63 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No : 05-2422828	052-002
HWANG-DBS SECURITIES BERHAD	No. 21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No : 05-8060888	068-003
HWANG-DBS SECURITIES BERHAD	Ground & 1 <sup>st</sup> Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel No : 05-2559988	068-015
KUALA LUMPUR CITY SECURITIES SDN BHD	Nos. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No : 05-6910910	076-008
M & A SECURITIES SDN BHD	M & A Building No. 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan	057-001

21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
	Tel No : 05-2419800	
MAYBAN SECURITIES SDN BHD	B-G-04 (Ground Floor) Level 1 & 2 42 Persiaran Greentown 1 Pusat Perdagangan Greentown 30450 Ipoh Perak Darul Ridzuan Tel No : 05-2453400	098-002
OSK SECURITIES BERHAD	Nos. 21-25, Jalan Seenivasagam Greentown 30450 Ipoh Perak Darul Ridzuan Tel No : 05-2415100	056-002
OSK SECURITIES BERHAD	No. 17, Jalan Intan 2, Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel No : 05-6236498	056-014
OSK SECURITIES BERHAD	Nos. 23 & 25, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No : 05-6921228	056-016
OSK SECURITIES BERHAD	No. 28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel No : 05-7231888	056-018
OSK SECURITIES BERHAD	Ground Floor, No. 40, 42 & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel No : 05-8088229	056-034
OSK SECURITIES BERHAD	No. 72 Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel No: 05-4671801	056-044
OSK SECURITIES BERHAD	Ground & 1 <sup>st</sup> Floor No. 181 Jalan Besar 31100 Sungai Siput Perak Darul Ridzuan Tel No: 05-5951001	056-049
OSK SECURITIES BERHAD	Ground Floor No. 2 Jalan Wawasan 4 Taman Wawasan 34200 Parit Buntar Perak Darul Ridzuan Tel No: 05-7170888	056-052
SBB SECURITIES SDN	Nos. 51-53, Persiaran Greenhill	090-001

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
BHD	30450 Ipoh Perak Darul Ridzuan Tel No : 05-2530888	
TA SECURITIES HOLDINGS BERHAD	1st Floor, Plaza Teh Teng Seng No. 227, Jalan Kampar, 30250 Ipoh Perak Darul Ridzuan Tel No : 05-2531313	058-001
<b>PULAU PINANG</b>		
A.A. ANTHONY SECURITIES SDN BHD	1st Floor, Bangunan Heng Guan 171, Jalan Burmah 10050 Pulau Pinang Tel No : 04-2299318	078-002
A.A. ANTHONY SECURITIES SDN BHD	No. 2, Jalan Perniagaan 2 Pusat Perniagaan Alma 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5541388	078-003
CIMB SECURITIES SDN BHD	Suite 1.01, Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2911833	065-003
ECM LIBRA AVENUE SECURITIES SDN BHD	No. 111, Jalan Macalister 10400 Pulau Pinang Tel No : 04-2281868	052-003
ECM LIBRA AVENUE SECURITIES SDN BHD	7th Floor, Menara PSCI No. 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No : 04-2283355	099-002
HWANG-DBS SECURITIES BERHAD	Level 2, 3, 4, 7 & 8, Wisma Sri Pinang No. 60, Green Hall 10200 Pulau Pinang Tel No : 04-2636996	068-001
HWANG-DBS SECURITIES BERHAD	Ground, 1st & 2nd Floor Nos. 1620 & 1621, Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No : 04-5372882	068-006
INTER-PACIFIC SECURITIES SDN BHD	6th, 10th & 12th Floor Mayban Trust Building No. 3, Penang Street 10200 Pulau Pinang Tel No : 04-2626644	054-002
K & N KENANGA BHD	Lot 1.02, Level 1, Menara KWSP No. 38 Jalan Sultan Ahmad Shah 10050 Pulau Pinang	073-013

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
	Tel No : 04-2106666	
MERCURY SECURITIES SDN BHD	Ground, 1st, 2nd & 3rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai, Pulau Pinang Tel No : 04-3322123	093-001
OSK SECURITIES BERHAD	No. 64, Bishop Street 20F & 20G, Penang Street 10200 Pulau Pinang Tel No : 04-2634222	056-004
OSK SECURITIES BERHAD	Ground, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor 2677 Jalan Chain Ferry Taman Indrawasih 13600 Prai Pulau Pinang Tel No : 04-3900022	056-005
OSK SECURITIES BERHAD	Ground & Upper Floor No.11A Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No : 04-5402888	056-015
OSK SECURITIES BERHAD	No. 834 Jalan Besar, Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel No : 04-5831888	056-032
OSK SECURITIES BERHAD	Ground & 1st Floor Nos. 15-G-5, 15-G-6, 15-1-5, 15-1-6 Medan Kampung Relau (Bayan Point) 11950 Pulau Pinang Tel No : 04-6404888	056-042
PM SECURITIES SDN BHD	Level 25, Menara BHL No. 51, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No : 04-2273000	064-004
THONG & KAY HIAN SECURITIES SDN BHD	Level 5 & 6, Wisma Sri Pinang, No. 60, Green Hall 10200 Pulau Pinang Tel No : 04-2635481	070-001
<b>PERLIS INDRA KAYANGAN</b>		
KUALA LUMPUR CITY SECURITIES SDN BHD	2nd Floor, Podium Block KWSP Building 01000 Kangar Perlis Indra Kayangan Tel No : 04-9765200	076-003

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b>KEDAH DARUL AMAN</b>		
HWANG-DBS SECURITIES BERHAD	No. 70 A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No : 04-4256666	068-011
KUALA LUMPUR CITY SECURITIES SDN BHD	2nd Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel No : 04-7317088	076-004
OSK SECURITIES BERHAD	Ground Floor, Swiss Inn Hotel No. 1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel No : 04-4204888	056-017
OSK SECURITIES BERHAD	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel No : 04-4964888	056-019
OSK SECURITIES BERHAD	Ground & 1st Floor, 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel No : 04-7209888	056-021
<b>NEGERI SEMBILAN DARUL KHUSUS</b>		
HWANG-DBS SECURITIES BERHAD	Ground & 1st Floor Nos. 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel No : 06-7612288	068-007
HWANG-DBS SECURITIES BERHAD	No. 6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No : 06-4553188	068-013
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel No : 06-7641641	056-024
OSK SECURITIES BERHAD	1st Floor, No. 3601 Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel No : 06-4421000	056-037

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
OSK SECURITIES BERHAD	1st & 2nd Floor No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 71200 Bahau Negeri Sembilan Darul Khusus Tel No : 06-4553011	056-040
OSK SECURITIES BERHAD	Ground & Mezzanine Floor No. 346 & 347 Batu ½, Jalan Pantai 71000 Port Dickson Negeri Sembilan Darul Khusus Tel No : 06-6461234	056-046
PM SECURITIES SDN BHD	1st, 2nd & 3rd Floor Nos. 19-21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel No : 06-7623131	064-002
<b>JOHOR DARUL TAKZIM</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 : 07-3332000	078-001
A.A. ANTHONY SECURITIES SDN BHD	42-8, Main Road Kulai Besar 81000 Kulai Johor Darul Takzim Tel No: 07-6636658	078-005
AMSECURITIES SDN BHD	2nd & 3rd Floor, Penggaram Complex No. 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No : 07-4342282	086-002
ECM LIBRA AVENUE SECURITIES SDN BHD	Nos. 57, 59 & 61 Jalan Ali 84000 Muar Johor Darul Takzim Tel No : 06-9532222	052-004
ENG SECURITIES SDN BHD	No. 95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No : 07-2231211	081-001
HWANG-DBS SECURITIES BERHAD	Level 7, Johor Bahru City Square (Office Tower) Nos. 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim	068-004

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
	Tel No : 07-2222692	
K & N KENANGA BHD	Level 2, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No : 07-3333600	073-004
K & N KENANGA BHD	No. 31 Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel No : 06-9542711	073-008
K & N KENANGA BHD	No. 34 Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No : 07-9333515	073-009
K & N KENANGA BHD	Nos. 33 & 35 (Ground & 1st Floor A&B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel No : 07-7771161	073-010
KUALA LUMPUR CITY SECURITIES SDN BHD	Nos. 46 & 48 Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel No : 07-7717922	076-006
OSK SECURITIES BERHAD	6 <sup>th</sup> Floor, Wisma Tiong Hua 8, Jalan Keris Taman Sri Tebrau 80050 Johor Bahru Johor Darul Takzim Tel No : 07-2788821	056-006
OSK SECURITIES BERHAD	No. 33-1 1st & 2nd Floor Jalan Ali 84000 Muar Johor Darul Takzim Tel No : 06-9538262	056-025
OSK SECURITIES BERHAD	Ground & 1st Floor No. 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel No : 07-5577628	056-029
OSK SECURITIES BERHAD	Ground & 1st Floor No. 28 Jalan Tengku Ahmad 85000 Segamat Johor Darul Takzim	056-030

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
	Tel No : 07-9321543	
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 17 Jalan Manggis 86000 Kluang Johor Darul Takzim Tel No : 07-7769655	056-031
OSK SECURITIES BERHAD	240 & 240A, Jalan Besar 83700 Yong Peng Johor Darul Takzim Tel No : 07-4675388	056-033
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel No : 07-6626288	056-035
OSK SECURITIES BERHAD	Ground Floor, No. 7, Jalan Jaya 81900 Kota Tinggi Johor Darul Takzim Tel No : 07-8822018	056-036
OSK SECURITIES BERHAD	Ground, 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel No : 06-9787180	056-038
OSK SECURITIES BERHAD	1st Floor, Nos. 2 & 4 Jalan Makmur, Taman Sri Aman 85300 Labis Johor Darul Takzim Tel No : 07-9256881	056-039
OSK SECURITIES BERHAD	Ground & 1 <sup>st</sup> Floor No. 1 & 1-01, Jalan Rosmerah 2/11 Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel No : 07-3522293	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 : 07-2781813	064-005
PM SECURITIES SDN BHD	Ground & 1st Floor No. 43 & 43A Jalan Penjaja 3 Taman Kim's Park Business Centre Johor Darul Takzim Tel No : 07-4333608	064-008

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
PM SECURITIES SDN BHD	Ground Floor, No. 118, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No : 07-9333418	064-009
<b>PAHANG DARUL MAKMUR</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 : 09-5660800	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 : 09-5163811	056-007
OSK SECURITIES BERHAD	Ground Floor, No. 98, Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel No : 09-2234943	056-022
OSK SECURITIES BERHAD	Ground Floor No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel No : 05-4914913	056-041
<b>KELANTAN DARUL NAIM</b>		
TA SECURITIES HOLDINGS SDN BHD	No. 298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No : 09-7432288	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 : 09-7432588	076-007
OSK SECURITIES BERHAD	No. 3953-H (Ground & 1st Floor) Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel No : 09-7430077	056-020
<b>TERENGGANU DARUL IMAN</b>		
FA SECURITIES SDN BHD	Nos. 51 & 51A Ground, Mezzanine & 1st Floor Jalan Tok Lam	021-001

21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and Telephone Number	Broker Code
	20100 Kuala Terengganu Terengganu Darul Iman Tel No : 09-6238128	
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 : 09-6317922	076-009
OSK SECURITIES BERHAD	Ground Floor, No. 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel No : 09-8502730	056-027
PTB SECURITIES SDN BHD	1st, 2nd & 3rd Floor No. 61, Jalan Sultan Ismail P.O. Box 151, Pejabat Pos Besar 20700 Kuala Terengganu Terengganu Darul Iman Tel No : 09-6235546	025-001
OSK SECURITIES BERHAD	31A, Ground Floor 31A & 31B, 1st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Darul Iman Tel No : 09-6261816	056-055
<b>SABAH</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 : 088-311688	068-008
INNOSABAH SECURITIES BERHAD	No. 11, Equity House, Block K Sadong Jaya, Karamunsing 88100 Kota Kinabalu Sabah Tel No : 088-234090	020-001
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 : 088-253922	076-005
OSK SECURITIES BERHAD	5th Floor, Wisma BSN Sabah Jalan Kemajuan, Karamunsing 88000 Kota Kinabalu Sabah Tel No : 088-269788	056-010

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**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

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<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
<b>SARAWAK</b>		
CIMB SECURITIES SDN BHD	Level 1, Wisma STA 26 Jalan Datuk Abang Abdul Rahim 93450 Kuching Sarawak Tel No : 082-358606	065-004
HWANG-DBS SECURITIES BERHAD	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel No : 082-236999	068-005
HWANG-DBS SECURITIES BHD	192, Bintul Parkcity Commerce Square, Lot 3478 Bintulu Town District 97000 Bintulu Sarawak Tel No : 086-330008	068-016
K & N KENANGA BHD	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel No : 085-435577	073-002
K & N KENANGA BHD	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel No : 082-338000	073-003
K & N KENANGA BHD	No. 11-12 (Ground & 1st Floor) Lorong Kapung Datu 3 96000 Sibul Sarawak Tel No : 084-313855	073-012
OSK SECURITIES BERHAD	Ground & 1st Floor Wisma Chinese Chambers Lot 357, Section 47, K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching Sarawak Tel No : 082-422252	056-008
OSK SECURITIES BERHAD	Lot 1168, Ground Floor Wisma Interhill Miri Waterfront Commercial Centre 98008 Miri Sarawak Tel No : 085-422788	056-012
OSK SECURITIES BERHAD	Nos. 101 & 102, Pusat Pedada Jalan Pedada 96000 Sibul Sarawak	056-013

**21. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)**

<b>Name</b>	<b>Address and Telephone Number</b>	<b>Broker Code</b>
	Tel No : 084-329100	
OSK SECURITIES BERHAD	Ground Floor No. 10, Jalan Bersatu 96100 Sarikei Sarawak Tel No : 084-654100	056-050
OSK SECURITIES BERHAD	Ground Floor No. 11, Lorong Maju 96500 Bintangor Sarawak Tel No : 084-654100	056-051
OSK SECURITIES BERHAD	Ground Floor No. 177, Taman Sri Dagang 97000 Bintulu Sarawak Tel No : 086-311770	056-053
OSK SECURITIES BERHAD	1st Floor, TB-3338 Wisma Jin Ho Town Extension No. 2 Jalan St. Patrick 91008 Tawau Sabah Tel No : 089-779815	056-056
OSK SECURITIES BERHAD	Ground Floor, Block 2 Lots 4 & 5, Bandar Indah, Mile 4 North Road 91000 Sandakan Sabah Tel No : 089-222275	056-057
OSK SECURITIES BERHAD	No. 299, Ground & 1st Floor Lot 373, Jalan Serian-By-Pass Serian Town District 97000 Serian Sarawak Tel No : 082-872118	056-059
OSK SECURITIES BERHAD	Ground & 1st Floor Lot 1085, Jalan Buangsial 98700 Limbang Sarawak Tel No : 085-213188	056-060

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