

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p><u>the period of 48 hours before such general meeting or any adjournment thereof.</u></p> <p>(f) <u>any period where the issuance of Units is suspended pursuant to any order or direction issued by Bursa Securities or any other authorised regulatory body; or</u></p> <p>(g) <u>when the business operations of the Managers or the Trustee in relation to the Trust are substantially interrupted or closed as a result of, or arising from, pestilence, acts of war, terrorism, insurrection, revolution, civil unrest, riots, strikes or acts of God; or</u></p> <p>(h) <u>any other exceptional circumstance which in the opinion of the Trustee provides good and sufficient reason to do so, having taken into consideration the interest of Registered Holders.</u></p> <p><u>Such suspension will take effect forthwith upon the declaration in writing of the same by the Trustee and shall terminate upon the declaration in writing of the same by the Trustee on the day following the first Market Day on which the condition giving rise to the suspension ceases to exist but in any event no later than 21 days from the commencement of the suspension, and no other conditions under which suspensions is authorised (as set out above) exists. The Trustee will further ensure that immediate announcement of such suspension and its cessation is made to the Securities Commission and Bursa Securities.</u></p> <p>(2) <u>The Trustee shall, where it deems appropriate and subject to the Listing Requirements, take all necessary steps to effect the suspension of the quotation of the Units on Bursa Securities.</u></p>	
16.	RELEASE OF CASH		
	(1) The provisions of this Clause 16 shall only be effective while the covenant by the Managers to repurchase Units is binding and effective and enforceable against the Managers.	(1) The provisions of this Clause 16 shall only be effective while the covenant by the Managers to repurchase Units is binding and effective and enforceable against the Managers.	Delete Clause 16 as no longer applicable after listing
	(2) The Managers may at any time and from time to time by notice in writing to the Trustee (in anticipation of or in response to Requests to Repurchase Units being made to them) request the	(2) The Managers may at any time and from time to time by notice in writing to the Trustee (in anticipation of or in response to Requests to Repurchase Units being made to them) request the Trustee to	Delete Clause 16 as no longer applicable

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	<p>Trustee to realise the investments then specified by them in order that cash shall be available in the Fund for release under this Clause, and the Trustee shall comply with such request. The proceeds of such realisation for the time being in the hands of the Trustee may at anytime be placed at the direction of the Managers on interest bearing deposit with any Bank or in Government Securities or in a short term money market for whom the Central Bank of Malaysia is the lender of last resort.</p>	<p>realise the investments then specified by them in order that cash shall be available in the Fund for release under this Clause, and the Trustee shall comply with such request. The proceeds of such realisation for the time being in the hands of the Trustee may at any time be placed at the direction of the Managers on interest bearing deposit with any Bank or in Government Securities or in a short term money market for whom the Central Bank of Malaysia is the lender of last resort.</p>	<p>after listing</p>
<p>(3)</p>	<p>The Managers shall have the exclusive right at any time and from time to time by notice in writing to the Trustee to effect reductions of the Trust by cancelling Units of which they or PNB are, or are deemed to be, the Registered Holders. Such notice shall state the number of Units to be cancelled (being 50,000 or a multiple thereof) and shall request that cash or investments be released to the Managers, such cash and, or investments having a value equal to the repurchase price for such Units on the date of cancellation. Thereupon, the Trustee shall pay such cash and/or transfer such investments to the Managers: Provided that, where the number of Units to be cancelled is fifty thousand (50,000) or more, the value of the investments released may exceed the value of Units released by not more than Ringgit Malaysia Five Hundred (RM500.00) and in that case the Managers shall pay the amount of the excess to the Trustee when the Managers furnish the notice containing the release.</p>	<p>(3) The Managers shall have the exclusive right at any time and from time to time by notice in writing to the Trustee to effect reductions of the Trust by cancelling Units of which they or PNB are, or are deemed to be, the Registered Holders. Such notice shall state the number of Units to be cancelled (being 50,000 or a multiple thereof) and shall request that cash or investments or cash and investments as specified therein be released to the Managers, such cash and, or investments having a value equal to the repurchase price for such Units on the date of cancellation. Thereupon, the Trustee shall pay such cash and/or transfer such investments to the Managers: Provided that, where the number of Units to be cancelled is fifty thousand (50,000) or more, the value of the investments released may exceed the value of the number of Units released by not more than Ringgit Malaysia Five Hundred (RM500.00) and in that case the Managers shall pay the amount of the excess to the Trustee when the Managers furnish the notice containing the statement requesting the release.</p>	<p>Delete Clause 16 as no longer applicable after listing</p>
<p>(4)</p>	<p>No Property Investment nor Mortgage Investment shall be transferred to the Managers without complying with the requirements of Clause 4(3) hereof as if the transfer were a sale, but subject thereto the Trustee shall be under no obligation to check the calculation of the amount payable or the value of the investments to be transferred to the Managers under sub-clause (3) of this Clause 16 but if so requested by the Trustee the Managers shall justify the same.</p>	<p>(4) No Property Investment nor Mortgage Investment shall be transferred to the Managers without complying with the requirements of Clause 4(3) hereof as if the transfer were a sale, but subject thereto the Trustee shall be under no obligation to check the calculation of the amount payable or the value of the investments to be transferred to the Managers under sub-clause (3) of this Clause 16 but if so requested by the Trustee the Managers shall justify the same.</p>	<p>Delete Clause 16 as no longer applicable after listing</p>
<p>(5)</p>	<p>The number of Units [being fifty thousand (50,000) or a multiple thereof] to which the cash or investment or investments and cash so specified are equivalent in value shall be cancelled as from the date on which such notice is given to the Trustee and shall not thereafter be reissued. On each such cancellation a withdrawal fee on the capital value of the cash or investments or investments and cash</p>	<p>(5) The number of Units [being fifty thousand (50,000) or a multiple thereof] to which the cash or investment or investments and cash so specified are equivalent in value shall be cancelled as from the date on which such notice is given to the Trustee and shall not thereafter be reissued. On each such cancellation a withdrawal fee on the capital value of the cash or investments or investments and cash</p>	<p>Delete Clause 16 as no longer applicable after listing</p>

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	<p>investments or investments and cash released to the Managers shall be paid to the Trustee out of the balance of the Fund such fee not at any time to exceed the fees therefor provided by Written Law in the case of the Amanah Raya Berhad.</p>	<p>released to the Managers shall be paid to the Trustee out of the balance of the Fund such fee not at any time to exceed the fees therefor provided by Written Law in the case of Amanah Raya Berhad.</p>	<p>Delete Clause 16 as no longer applicable after listing</p>
	<p>(6) For the purpose of this Clause 16:-</p> <p>(i) on and after the Appointed Date the amount of the cash or the value of investments or investments and cash shall be deemed to be equivalent to fifty thousand (50,000) Units or a multiple of fifty thousand (50,000) Units if the value thereof at the date when such notice is given to the Trustee is equal to that proportion of the Gross Asset Value of the Fund at that date which fifty thousand (50,000) Units, or the multiple of fifty thousand (50,000) Units as the case may be, bears to the number of Units for the time being issued and not cancelled under this Clause 16; and</p> <p>(ii) the value of investments released shall be the value thereof as determined in accordance with the definition of "value of an investment" contained in Clause 1 hereof based on buyer prices together with an adjustment for brokerage, stamp duties, brokerages, stamp duties, transfer fees and other charges, if any, in respect thereof.</p>	<p>(6) For the purpose of this Clause 16:-</p> <p>(i) on and after the Appointed Date the amount of the cash or the value of investments or investments and cash shall be deemed to be equivalent to fifty thousand (50,000) Units or a multiple of fifty thousand (50,000) Units if the value thereof at the date when such notice is given to the Trustee is equal to that proportion of the Gross Asset Value of the Fund at that date which fifty thousand (50,000) Units, or the multiple of fifty thousand (50,000) Units as the case may be, bears to the number of Units for the time being issued and not cancelled under this Clause 16; and</p> <p>(ii) the value of investments released shall be the value thereof as determined in accordance with the definition of "value of an investment" contained in Clause 1 hereof based on buyer prices together with an adjustment for brokerage, stamp duties, transfer fees and other charges, if any, in respect thereof.</p>	<p>Delete Clause 16 as no longer applicable after listing</p>
	<p>(7) The Trustee may accept the surrender of Units from any person on terms that such Units be cancelled without cash or investments being released from the Fund in respect of such cancellation.</p>	<p>(7) The Trustee may accept the surrender of Units from any person on terms that such Units be cancelled without cash or investments being released from the Fund in respect of such cancellation.</p>	<p>Delete Clause 16 as no longer applicable after listing</p>
17.	<p>REGISTERED HOLDERS</p> <p>(1) The Managers shall not knowingly effect the sale of any Units to any person, or permit the registration of any Units in the name of any person, which would result in less than the Bumiputra Allocation from time to time being registered in the name of Bumiputra, PNB and Bumiputra Institutions. Any person may be registered as the holder, of any of the Units in issue at any time. The Managers shall incur no liability if they are in breach of any of the provisions of this sub-clause (1) for any reason other than their wilful default.</p>	<p>(1) The Managers shall not knowingly effect the sale of any Units to any person, or permit the registration of any Units in the name of any person, which would result in less than the Bumiputra Allocation from time to time being registered in the name of Bumiputra, PNB and Bumiputra Institutions. Any person may be registered as the holder, of any of the Units in issue at any time. The Managers shall incur no liability if they are in breach of any of the provisions of this sub-clause (1) for any reason other than their wilful default.</p>	<p>Delete as Bumiputera Allocation not applicable</p>

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	<p>(4) Prior to the Appointed Date:-</p> <p>(i) No person other than the Managers and PNB or Bumiputra Institutions referred to in Clause 17(1) hereof shall be entitled to:-</p> <p>(a) purchase for cash more than fifty thousand (50,000) Units; nor</p> <p>(b) purchase any more Units as soon as such person has become the Registered Holder, whether by purchase for cash or any other means, of fifty thousand (50,000) Units, but nothing in this sub-clause contained shall:-</p> <p>(c) operate to prevent any person from holding Units in excess of fifty thousand (50,000) where the excess arises as a result of the sub-division of Units pursuant to Clause 11(5) hereof or the allocation of Bonus Units pursuant to Clause 11(6) hereof or by the allocation of Bonus Units on the realisation of a capital gain pursuant to Clause 26(9) to Clause 26(9) hereof or where the excess arises as a result of the inheritance of Units from the estate or part of the estate of a deceased Registered Holder as hereinafter provided; nor</p> <p>(d) operate to prevent a Registered Holder from selling Units so as to reduce the total number of Units of which he is Registered Holder below fifty thousand (50,000) Units and subsequently purchasing other Units to replace those those sold up to the said limit of fifty thousand (50,000).</p> <p>(ii) If at any time the Managers shall find that by error they have accepted an application and have sold Units for cash which results in any person thereby becoming the Registered Holder of more than fifty thousand (50,000) Units the Managers shall have the right to repurchase such excess Units and to refund to the purchaser of such excess Units the sum paid for the excess interest. Notice in writing of any such repurchase shall be given to the Registered Holder of the Units repurchased and to the Trustee and due and proper entries shall be made in the Register and the Registered Holder shall, forthwith upon receiving notice of cancellation, return the Certificate or Certificates for cancellation to the Managers.</p>	<p>(4) Prior to the Appointed Date:-</p> <p>(i) No person other than the Managers and PNB or Bumiputra Institutions referred to in Clause 17(1) hereof shall be entitled to:-</p> <p>(a) purchase for cash more than fifty thousand (50,000) Units; nor</p> <p>(b) purchase any more Units as soon as such person has become the Registered Holder, whether by purchase for cash or any other means, of fifty thousand (50,000) Units; but nothing in this sub-clause contained shall:-</p> <p>(c) operate to prevent any person from holding Units in excess of fifty thousand (50,000) where the excess arises as a result of the sub-division of Units pursuant to Clause 11(5) hereof or the allocation of Bonus Units pursuant to Clause 11(6) hereof or by the allocation of Bonus Units on the realisation of a capital gain pursuant to Clause 26(9) hereof or where the excess arises as a result of the inheritance of Units from the estate or part of the estate of a deceased Registered Holder as hereinafter provided; nor</p> <p>(d) operate to prevent a Registered Holder from selling Units so as to reduce the total number of Units of which he is Registered Holder below fifty thousand (50,000) Units and subsequently purchasing other Units to replace those sold up to the said limit of fifty thousand (50,000).</p> <p>(iii) If at any time the Managers shall find that by error they have accepted an application and have sold Units for cash which results in any person thereby becoming the Registered Holder of more than fifty thousand (50,000) Units the Managers shall have the right to repurchase such excess Units and to refund to the purchaser of such excess Units the sum paid for the excess Units free of interest. Notice in writing of any such repurchase shall be given to the Registered Holder of the Units repurchased and to the Trustee and due and proper entries shall be made in the Register and the Registered Holder shall, forthwith upon receiving notice of cancellation, return the Certificate or Certificates for cancellation to the Managers.</p> <p>(iii) Notwithstanding Clause 17(1A) hereof, if the Managers become aware that Units have been sold to any person who is</p>	<p>Delete as no longer applicable after listing</p>

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	<p>(iii) Notwithstanding Clause 17(1A) hereof, if the Managers become aware that Units have been sold to any person who is not entitled to hold Units or to any person who is holding the Units for and on behalf of any other person who is not entitled to hold Units or to any person who ceases for any reason to be qualified to apply for Units or become aware that the declaration made by the applicant for Units is false in any material respect hereto is false in any material respect the Managers may at any time thereafter forfeit the Units sold to such Registered Holder. This power of forfeiture may be exercised at any time notwithstanding that at the time of exercise the person concerned may have become eligible to hold Units. Upon such forfeiture:-</p> <p>(a) the Managers shall refund to the Registered Holder all moneys paid for the Units forfeited less:-</p> <p>(i) the amount of all dividends paid prior to the date of forfeiture;</p> <p>(ii) the amount of any sums paid to the Registered Holder on the redemption of Units issued as Bonus Units or Bonus Units or by redemption of Units issued pursuant to Clause 26(9) hereof; and</p> <p>(iii) any costs associated with such forfeiture;</p> <p>(b) the Units forfeited shall revert to and become part of Management Participation and shall be available to the Managers for re-issue and re-sale;</p> <p>(c) such forfeiture shall include all issues of Bonus Units made or due to be made to the Registered Holder of the Units forfeited and shall also include all distributions of Cash Produce not paid before the date of forfeiture; and</p> <p>(d) the Registered Holder shall cease to be a Registered Holder in respect of the Units forfeited.</p>	<p>not entitled to hold Units or to any person who is holding the Units for and on behalf of any other person who is not entitled to hold Units or to any person who ceases for any reason to be qualified to apply for Units or become aware that the declaration made by the applicant for Units in the form in the First Schedule hereto is false in any material respect the Managers may at any time thereafter forfeit the Units sold to such Registered Holder. This power of forfeiture may be exercised at any time notwithstanding that at the time of exercise the person concerned may have become eligible to hold Units. Upon such forfeiture:-</p> <p>(a) the Managers shall refund to the Registered Holder all moneys paid for the Units forfeited less:-</p> <p>(i) the amount of all dividends paid prior to the date of forfeiture;</p> <p>(ii) the amount of any sums paid to the Registered Holder on the redemption of Units issued as Bonus Units or by redemption of Units issued pursuant to Clause 26(9) hereof; and</p> <p>(iii) any costs associated with such forfeiture;</p> <p>(e) the Units forfeited shall revert to and become part of Management Participation and shall be available to the Managers for re-issue and re-sale;</p> <p>(f) such forfeiture shall include all issues of Bonus Units made or due to be made to the Registered Holder of the Units forfeited and shall also include all distributions of Cash Produce not paid before the date of forfeiture; and</p> <p>(g) the Registered Holder shall cease to be a Registered Holder in respect of the Units forfeited.</p>	Delete as no longer applicable as Trust is listed
	<p>(5) Save and except that no new applications for Units shall be made while the Units are listed on the Principal Stock Exchange, without the prior approval of the Principal Stock Exchange, the following provisions of this sub-clause shall apply:-</p> <p>(i) All applications for Units shall be made in the form in the First Schedule or the Second Schedule as appropriate or in</p>	<p>(5) Save and except that no new applications for Units shall be made while the Units are listed on the Principal Stock Exchange, without the prior approval of the Principal Stock Exchange, the following provisions of this sub-clause shall apply:-</p> <p>(i) All applications for Units shall be made in the form in the First Schedule or the Second Schedule as appropriate or in</p>	

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	<p>such other form as the Managers and the Trustee and the Principal Stock Exchange, while Units are listed and quoted on the Principal Stock Exchange, may agree. The form shall be signed or thumb printed by the applicant in person and shall be addressed to the Managers. Neither the Managers nor the Trustee shall incur any liability as a result of the sale of Units to any person not eligible to apply for Units.</p> <p>(ii) The Managers shall have an absolute discretion to accept or reject in whole or in part any application for Units.</p> <p>(iii) All applicants for Units may within six (6) Market Days of the day on which they applied for and made payment in relation to Units give notice to the Managers that they wish to withdraw such application except when the Units are listed on the Principal Stock Exchange.</p> <p>(iv) Every person applying for Units shall make the application to an Authorised office.</p> <p>(6) (i) No sales of Units shall be effected by the Managers while the Units are listed on the Principal Stock Exchange and the Managers shall not retain any Units while the Units are listed on the Principal Stock Exchange, without the prior approval of the Principal Stock Exchange.</p> <p>(ii) Subject always to the provisions of sub-clause (i) of this sub-clause (6) the Managers may retain Units until they have what the Managers consider to be a sufficient number of Units to offer to the public at any particular time and shall have an absolute and unfitted discretion whether or not to offer any or no Units for sale. Before making any offering to the public the Managers will subject to the provisions of sub-clause (4) of Clause 32 hereof advertise or announce the offer for sale in the local press, radio, television or other forms of communication deemed suitable and invite applications for Units for such period as the Managers consider appropriate or until the available Units have been taken up by applicants. The Managers shall have an absolute discretion as to how to distribute the Units to applicants, but the terms of the offer shall be advertised or announced as aforesaid.</p>	<p>such other form as the Managers and the Trustee and the Principal Stock Exchange, while Units are listed and quoted on the Principal Stock Exchange, may agree. The form shall be signed or thumb printed by the applicant in person and shall be addressed to the Managers. Neither the Managers nor the Trustee shall incur any liability as a result of the sale of Units to any person not eligible to apply for Units.</p> <p>(ii) The Managers shall have an absolute discretion to accept or reject in whole or in part any application for Units.</p> <p>(iii) All applicants for Units may within six (6) Market Days of the day on which they applied for and made payment in relation to Units give notice to the Managers that they wish to withdraw such application except when the Units are listed on the Principal Stock Exchange.</p> <p>(iv) Every person applying for Units shall make the application to an Authorised office.</p> <p>(6) (i) No sales of Units shall be effected by the Managers while the Units are listed on the Principal Stock Exchange and the Managers shall not retain any Units while the Units are listed on the Principal Stock Exchange, without the prior approval of the Principal Stock Exchange.</p> <p>(ii) Subject always to the provisions of sub-clause (i) of this sub-clause (6) the Managers may retain Units until they have what the Managers consider to be a sufficient number of Units to offer to the public at any particular time and shall have an absolute and unfitted discretion whether or not to offer any or no Units for sale. Before making any offer to the public the Managers will subject to the provisions of sub-clause (4) of Clause 32 hereof advertise or announce the offer for sale in the local press, radio, television or other forms of communication deemed suitable and invite applications for Units for such period as the Managers consider appropriate or until the available Units have been taken up by applicants. The Managers shall have an absolute discretion as to how to distribute the Units to applicants, but the terms of the offer shall be advertised or announced as aforesaid whenever an offer to</p>	

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	<p>whenever an offer to the public is made.</p> <p>(7) If at any time on or after the Appointed Date the Managers become aware that a Registered Holder of Units is:-</p> <p>(a) holding Units in the Bumiputra Allocation and is not a Bumiputra, PNB or a Bumiputra Institution;</p> <p>(b) holding Units in any other circumstances which contravene the provisions of this Deed,</p> <p>then the Managers shall have the right but shall not be obliged to do the following acts and things:-</p> <p>(i) Notwithstanding Clause 17(1A) hereof, if the Units are not then listed on the Principal Stock Exchange:-</p> <p>(a) To repurchase all or any of such Units at the repurchase price referred to in Clause 14(2) hereof at the date of repurchase. No interest or other additional sum shall be paid by the Managers over and above the repurchase price so arrived at and notice in writing of any such repurchase shall be given to the Registered Holder of the Units repurchased and to the Trustee. The Registered Holder shall forthwith upon receiving the said notice of repurchase return the Certificate or Certificates covering the Units so repurchased for cancellation to the Managers and the Managers shall pay the repurchase price for the said Units in exchange for the said Certificate or Certificates after deducting therefrom any sum or sums of money which the Managers are entitled to deduct pursuant to sub-clause (7)(i)(b) of this Clause 17. Due and proper entries shall be made in the Register and the person from whom such Units were repurchased shall cease to be a Registered Holder in respect of such Units on the date of the said notice of repurchase, which shall be given to the Registered Holder in the manner referred to in Clause 37 hereof.</p> <p>(b) Without prejudice to the foregoing, if the Managers become aware that any declaration made by an applicant for Units in the form of the First Schedule hereto or in any other form acceptable to the Managers or if any evidence given to the Managers pursuant to Clause 20(2)(iii) hereof is false in any material respect the Managers may in their sole</p>	<p>the public is made.</p> <p>(7) If at any time on or after the Appointed Date the Managers become aware that a Registered Holder of Units is:-</p> <p>(a) holding Units in the Bumiputra Allocation and is not a Bumiputra, PNB or a Bumiputra Institution;</p> <p>(b) holding Units in any other circumstances which contravene the provisions of this Deed,</p> <p>then the Managers shall have the right but shall not be obliged to do the following acts and things:-</p> <p>(i) Notwithstanding Clause 17(1A) hereof, if the Units are not then listed on the Principal Stock Exchange:-</p> <p>(a) To repurchase all or any of such Units at the repurchase price referred to in Clause 14(2) hereof at the date of repurchase. No interest or other additional sum shall be paid by the Managers over and above the repurchase price so arrived at and notice in writing of any such repurchase shall be given to the Registered Holder of the Units repurchased and to the Trustee. The Registered Holder shall forthwith upon receiving the said notice of repurchase return the Certificate or Certificates covering the Units so repurchased for cancellation to the Managers and the Managers shall pay the repurchase price for the said Units in exchange for the said Certificate or Certificates after deducting therefrom any sum or sums of money which the Managers are entitled to deduct pursuant to sub-clause (7)(i)(b) of this Clause 17. Due and proper entries shall be made in the Register and the person from whom such Units were repurchased shall cease to be a Registered Holder in respect of such Units on the date of the said notice of repurchase, which shall be given to the Registered Holder in the manner referred to in Clause 37 hereof.</p> <p>(b) Without prejudice to the foregoing, if the Managers become aware that any declaration made by an applicant for Units in the form of the First Schedule hereto or in any other form acceptable to the Managers or if any evidence given to the Managers pursuant to Clause 20(2)(iii) hereof is false in any material respect the Managers may in their sole</p>	<p>Delete as Bumiputra Allocation no longer applicable and repurchase by Manager no longer applicable</p>

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	<p>discretion deduct from the repurchase price payable in respect of such Units to the Registered Holder pursuant to sub-clause (7)(i)(a) of this Clause 17 above the amount of all dividends or other sums paid to the said Registered Holder of such Units prior to the date of repurchase and any costs incurred in giving effect to this sub-clause (7)(i).</p> <p>(ii) Notwithstanding Clause 17(1A) hereof and subject to the Rules of the Central Depository, if the Units are then listed on the Principal Stock Exchange, to give one (1) month notice to the Registered Holder to sell all such Units and in default of compliance with such notice the Managers may sell such Units on the Principal Stock Exchange for and on behalf of the Registered Holder and the Registered Holder shall deliver the Certificate covering such Units to the Managers on demand. Failing delivery of his Certificate to the Managers on demand the Managers may give one (1) week's notice to the Registered Holder of their intention to cancel his Certificate and may thereafter cancel his Certificate and subject to the Rules of the Central Depository and the Principal Stock Exchange issue a fresh Certificate to the Buyer or credit such units into the account of the Buyer with the Central Depository and the Managers may recover from the Registered Holder whose Units have been sold as aforesaid the moneys referred to in sub-clause (7)(i)(b) of this Clause 17. Subject to recovering such moneys, the proceeds of sale of such Units shall be paid to the Registered Holder provided always that his Certificate in respect of the Units sold as aforesaid has been delivered to the Managers.</p> <p>(iii) Reference to Units in this sub-clause (7) includes Bonus Units or Units issued pursuant to Clause 26(9) hereof.</p> <p>(iv) Notwithstanding anything hereinbefore contained, if Units are held by any Registered Holder, in any of the circumstances referred to in the preamble to this sub-clause (7), as a result of the negligence or default of the Managers or their agent, the Managers shall ensure that any Registered Holder whose Units are repurchased by the Managers pursuant to sub-clause (7)(i)(a) of this Clause 17 or sold pursuant to sub-clause (7)(ii) of this</p>	<p>discretion deduct from the repurchase price payable in respect of such Units to the Registered Holder pursuant to sub-clause (7)(i)(a) of this Clause 17 above the amount of all dividends or other sums paid to the said Registered Holder of such Units prior to the date of repurchase and any costs incurred in giving effect to this sub-clause (7)(i).</p> <p>(ii) Notwithstanding Clause 17(1A) hereof and subject to the Rules of the Central Depository, if the Units are then listed on the Principal Stock Exchange, to give one (1) month notice to the Registered Holder to sell all such Units and in default of compliance with such notice the Managers may sell such Units on the Principal Stock Exchange for and on behalf of the Registered Holder and the Registered Holder shall deliver the Certificate covering such Units to the Managers on demand. Failing delivery of his Certificate to the Managers on demand the Managers may give one (1) week's notice to the Registered Holder of their intention to cancel his Certificate and may thereafter cancel his Certificate and subject to the Rules of the Central Depository and the Principal Stock Exchange issue a fresh Certificate to the Buyer or credit such units into the securities account of the Buyer with the Central Depository and the Managers may recover from the Registered Holder whose Units have been sold as aforesaid the moneys referred to in sub-clause (7)(i)(b) of this Clause 17. Subject to recovering such moneys, the proceeds of sale of such Units shall be paid to the Registered Holder provided always that his Certificate in respect of the Units sold as aforesaid has been delivered to the Managers.</p> <p>(iii) Reference to Units in this sub-clause (7) includes Bonus Units or Units issued pursuant to Clause 26(9) hereof.</p> <p>(iv) Notwithstanding anything hereinbefore contained, if Units are held by any Registered Holder, in any of the circumstances referred to in the preamble to this</p>	

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	<p>Clause 17, is compensated in full for any direct financial loss he may suffer as a result of such repurchase or sale.</p>	<p>sub-clause (7), as a result of the negligence or default of the Managers or their agent, the Managers shall ensure that any Registered Holder whose Units are repurchased by the Managers pursuant to sub-clause (7)(i)(a) of this Clause 17 or sold pursuant to sub-clause (7)(ii) of this Clause 17, is compensated in full for any direct financial loss he may suffer as a result of such repurchase or sale.</p>	
	<p>(8) Nothing herein contained shall prejudice or affect any action that may be taken by the Managers pursuant to Clause 20 hereof.</p>	<p>(8) Nothing herein contained shall prejudice or affect any action that may be taken by the Managers pursuant to Clause 20 hereof.</p>	<p>Delete as longer applicable listing</p>
18.	<p>CERTIFICATES FOR UNITS</p>		
	<p>(1) (a) The Certificates to be issued as hereinbefore and hereinafter provided shall be in the form specified in the Third Schedule hereto or to like effect prior to the Units being listed and quoted on the Principal Stock Exchange, but all such Certificates issued prior to the Appointed Date shall have no further validity as evidence of the ownership of Units and shall be cancelled for all purposes at midnight on the seventh (7th) Market Day prior to the Appointed Date and the Register shall be closed thereafter until the Appointed Date.</p>	<p>(4)-(a) The Certificates to be issued as hereinbefore and hereinafter provided shall be in the form specified in the Third Schedule hereto or to like effect prior to the Units being listed and quoted on the Principal Stock Exchange, but all such Certificates issued prior to the Appointed Date shall have no further validity as evidence of the ownership of Units and shall be cancelled for all purposes at midnight on the seventh (7th) Market Day prior to the Appointed Date and the Register shall be closed thereafter until the Appointed Date.</p>	<p>Delete entire Clause 18 as no longer applicable</p>
	<p>(b) New Certificates shall be despatched to Registered Holders not less than three (3) Market Days before the Units are listed and quoted on the Principal Stock Exchange by the Managers or their Agents charged with the responsibility for the maintenance of the Register in such form or forms as may be approved by the Principal Stock Exchange or other relevant regulatory authority and Certificates of different types may be issued in respect of Units which are held within the Bumiputra allocation and Units which are not held within the Bumiputra allocation. Each type of Certificate may be distinct in terms of colour and may contain a statement on the face of it, in order to distinguish it from other types of Certificates, or may contain such other means of differentiation as the Managers may in their discretion, subject to the approval of the Principal Stock Exchange or other relevant regulatory authority, decide. If any duplicate register has been established, the Certificate</p>	<p>(b) New Certificates shall be despatched to Registered Holders not less than three (3) Market Days before the Units are listed and quoted on the Principal Stock Exchange by the Managers or their Agents charged with the responsibility for the maintenance of the Register in such form or forms as may be approved by the Principal Stock Exchange or other relevant regulatory authority and Certificates of different types may be issued in respect of Units which are held within the Bumiputra allocation and Units which are not held within the Bumiputra allocation. Each type of Certificate may be distinct in terms of colour and may contain a statement on the face of it, in order to distinguish it from other types of Certificates, or may contain such other means of differentiation as the Managers may in their discretion, subject to the approval of the Principal Stock Exchange or other relevant regulatory authority, decide. If any duplicate</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>shall also state whether the Units comprised therein are registered on a duplicate register, and if so the name of the duplicate register.</p>	<p>register has been established, the Certificate shall also state whether the Units comprised therein are registered on a duplicate register, and if so the name of the duplicate register.</p>	
(1A)	<p>With effect from 1 September 1998 all Units issued by the Managers shall be credited into the securities accounts of the holders of such Units maintained with the CDS in accordance with the Rules of the Central Depository.</p>	<p>(1A) With effect from 1 September 1998 all Units issued by the Managers shall be credited into the securities accounts of the holders of such Units maintained with the CDS in accordance with the Rules of the Central Depository</p>	
(1B)	<p>In the event that the Units shall cease to be listed or quoted on the Principal Stock Exchange, or if required at any time by the Rules of the Central Depository or the Principal Stock Exchange every Registered Holder shall be entitled to receive certificates in denominations of 1000 or part thereof, where deemed practical. Provided always that such fee, up to the sum of Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time shall be paid by each Registered Holder in respect of the issue of each Certificate.</p>	<p>(1B) In the event that the Units shall cease to be listed or quoted on the Principal Stock Exchange, or if required at any time by the Rules of the Central Depository or the Principal Stock Exchange every Registered Holder shall be entitled to receive certificates in denominations of 1000 or part thereof, where deemed practical. Provided always that such fee, up to the sum of Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time shall be paid by each Registered Holder in respect of the issue of each Certificate.</p>	
(2)	<p>Every Certificate shall be signed (by autographical or by such other means as the Trustee may from time to time decide) on behalf of the Trustee by some officer of the Trustee or other person of whose authority the Managers have received written notice from the Trustee and shall specify the name of the Registered Holder and the number of Units to which it relates and shall bear a distinctive number or letter. The Certificate shall also be signed (autographically, mechanically or otherwise as the Managers from time to time decide) by or on behalf of the Managers: Provided always that, if facsimile signatures of either the Trustee or the Managers are affixed to a Certificate, there shall be evidence of examination and audit by the Agents appointed by the Managers charged with the responsibilities for the maintenance of the Register.</p>	<p>(2) Every Certificate shall be signed (by autographical or by such other means as the Trustee may from time to time decide) on behalf of the Trustee by some officer of the Trustee or other person of whose authority the Managers have received written notice from the Trustee and shall specify the name of the Registered Holder and the number of Units to which it relates and shall bear a distinctive number or letter. The Certificate shall also be signed (autographically, mechanically or otherwise as the Managers from time to time decide) by or on behalf of the Managers: Provided always that, if facsimile signatures of either the Trustee or the Managers are affixed to a Certificate, there shall be evidence of examination and audit by the Agents appointed by the Managers charged with the responsibilities for the maintenance of the Register.</p>	
(3)	<p>No Certificate shall be valid unless it is signed as aforesaid.</p>	<p>(3) No Certificate shall be valid unless it is signed as aforesaid.</p>	
(4)	<p>(i) The provisions of sub-clause (4)(ii) of this Clause 18 shall have no application to Certificates issued pursuant to sub-clause (1)(b) of this Clause 18.</p>	<p>(4) (i) The provisions of sub-clause (4)(ii) of this Clause 18 shall have no application to Certificates issued pursuant to sub-clause (1)(b) of this Clause 18.</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(ii) While Units are not listed or quoted on the Principal Stock Exchange, and the covenant by the Managers to repurchase Units is binding and enforceable against the Managers the following provisions shall apply:-</p> <p>(a) There may be endorsed on the back of each Certificate a Request to Repurchase as set out in the Fourth Schedule hereto or such other or separate form or used which is acceptable to the Managers and the Trustee and the relevant regulatory authority. Such form shall be completed by a Registered Holder if he desires to sell to the Managers all or part of the Units comprised in a Certificate.</p> <p>(b) Certificates shall subject to the Rules of the Central Depository or the Principal Stock Exchange be issued by the Managers or their representatives to purchasers of Units purchased pursuant to any statement or prospectus or allotment or otherwise from the Managers not more than two (2) months after the sale of the Units concerned; Provided always that such fee, up to the sum of Ringgit Malaysia Three (RM3.00) or Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time shall be paid by each Registered Holder in respect of the issue of each Certificate (other than Certificates in respect of the issue of Bonus Units) after the first Certificate issued in respect of each Registered Holder's first acquisition of Units.</p> <p>(c) Certificates may not represent fractions of Units, AND while the covenant by the Managers to repurchase Units is binding and enforceable against the Managers:-</p> <p>(i) a person who is not already registered as a Registered Holder shall not be registered in respect of less than five hundred (500) Units or such increased number of Units as may for the time being generally or otherwise be prescribed in writing by the Managers with the approval of the Trustee; and</p> <p>(ii) thereafter the minimum number of Units which shall be issued to any Registered</p>	<p>(ii) While Units are not listed or quoted on the Principal Stock Exchange, and the covenant by the Managers to repurchase Units is binding and enforceable against the Managers the following provisions shall apply:-</p> <p>(a) There may be endorsed on the back of each Certificate a Request to Repurchase as set out in the Fourth Schedule hereto or such other or separate form of Request to Repurchase may be used which is acceptable to the Managers and the Trustee and the relevant regulatory authority. Such form shall be completed by a Registered Holder if he desires to sell to the Managers all or part of the Units comprised in a Certificate.</p> <p>(b) Certificates shall subject to the Rules of the Central Depository or the Principal Stock Exchange be issued by the Managers or their representatives to purchasers of Units purchased pursuant to any statement or prospectus or allotment or otherwise from the Managers not more than two (2) months after the sale of the Units concerned; Provided always that such fee, up to the sum of Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time shall be paid by each Registered Holder in respect of the issue of each Certificate (other than Certificates in respect of the issue of Bonus Units) after the first Certificate issued in respect of each Registered Holder's first acquisition of Units.</p> <p>(c) Certificates may not represent fractions of Units, AND while the covenant by the Managers to repurchase Units is binding and enforceable against the Managers:-</p> <p>(i) a person who is not already registered as a Registered Holder shall not be registered in respect of less than five hundred (500) Units or such increased number of Units as may for the time being generally or otherwise be prescribed in writing by the Managers with the approval of the Trustee; and</p> <p>(ii) thereafter the minimum number of Units which shall</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>Holder and in respect of which a Certificate may be required by such Registered Holder shall be not less than one hundred (100) Units or such increased number as may for the time being generally or otherwise be prescribed in writing by the Managers with the approval of the Trustee.</p> <p>(d) The Managers shall certify to the Trustee in a manner approved by the Trustee that the applicant for a Unit which has been acquired by a Registered Holder from the Managers, has become entitled thereto in accordance with the provisions of this Deed to the best of the Managers' knowledge and behalf.</p>	<p>be issued to any Registered Holder and in respect of which a Certificate may be required by such Registered Holder shall be not less than one hundred (100) Units or such increased number as may for the time being generally or otherwise be prescribed in writing by the Managers with the approval of the Trustee.</p> <p>(d) The Managers shall certify to the Trustee in a manner approved by the Trustee that the applicant for a Unit which has been acquired by a Registered Holder from the Managers, has become entitled thereto in accordance with the provisions of this Deed to the best of the Managers' knowledge and behalf.</p>	
<p>(5)</p>	<p>During any period that the Units are not listed on the Principal Stock Exchange, the following provisions shall have effect:-</p> <p>(i) Upon delivery to the Trustee of a Certificate together with a written statement signed by or on behalf of the Managers to the effect that all the Units or a specified number of the Units represented by the Certificate have been repurchased by the Managers the Trustee shall forthwith cancel the Certificate and shall consent to the removal by the Managers of the name of the Registered Holder from the Register in respect of the number of Units represented by the Certificate and mentioned in such statement and shall cause a Certificate for the balance (if any) of the said Units to be issued, PROVIDED THAT:-</p> <p>(a) no person shall be entitled to surrender part only of the Units comprised in a Certificate if such surrender would result in his being a Registered Holder of less than the number of Units for the time being prescribed by the Managers pursuant to sub-clause (4)(c)(i) of this Clause 18; and</p> <p>(b) such fee, up to the sum of Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time, shall be paid to the Managers in respect of the issue of the said Certificate for the balance of the said Units to be</p>	<p>(5) During any period that the Units are not listed on the Principal Stock Exchange, the following provisions shall have effect:-</p> <p>(i) Upon delivery to the Trustee of a Certificate together with a written statement signed by or on behalf of the Managers to the effect that all the Units or a specified number of the Units represented by the Certificate have been repurchased by the Managers the Trustee shall forthwith cancel the Certificate and shall consent to the removal by the Managers of the name of the Registered Holder from the Register in respect of the number of Units represented by the Certificate and mentioned in such statement and shall cause a Certificate for the balance (if any) of the said Units to be issued, PROVIDED THAT:-</p> <p>(a) no person shall be entitled to surrender part only of the Units comprised in a Certificate if such surrender would result in his being a Registered Holder of less than the number of Units for the time being prescribed by the Managers pursuant to sub-clause (4)(c)(i) of this Clause 18; and</p> <p>(b) such fee, up to the sum of Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time, shall be paid to the Managers in respect of the issue of the said Certificate for the balance of the said Units to be issued:-</p> <p>(ii) Subject to Clause 16 hereof the Managers shall be entitled to</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(ii) Subject to Clause 16 hereof the Managers shall be entitled to reissue and resell in accordance with Clause 13 hereof the Units removed from the Register pursuant of any of the foregoing provisions of this Clause 18.</p>	<p>reissue and resell in accordance with Clause 13 hereof the Units removed from the Register pursuant of any of the foregoing provisions of this Clause 18.</p>	
	<p>(6) Subject to the provisions of securities law, the Companies Act, and the Rules of the Central Depository, or the Principal Stock Exchange, if a Certificate is defaced, worn out, stolen, lost or destroyed, at any time, it may be renewed and a replacement Certificate or Certificates may be issued on payment of such fee, if any, not exceeding Ringgit Malaysia Three (RM3.00) [or such other sum as may be permitted by the Principal Stock Exchange (if applicable) and on such terms, if any, as to evidence and indemnity from either the Registered Holder, transferee, person entitled, purchaser member company of the Principal Stock Exchange or its client, as the Managers, or their Agents charged with the responsibility for the maintenance of the Register, deem fit. The person to whom the replacement Certificate or Certificates is/are issued shall also in the case of destruction, loss or theft bear all expenses incurred by the Managers [or their Agents charged with the responsibility for the maintenance of the Register] incidental to their investigation of such destruction, loss or theft, as the Manager deem fit, and:-</p> <p>(a) an entry as to the issue of each replacement Certificate under this sub-clause (6) and the Indemnity (if any) given shall be made on the Register; and</p> <p>(b) the provisions of this Clause 18 shall apply to the each replacement Certificate.</p>	<p>(6) Subject to the provisions of securities law, the Companies Act, and the Rules of the Central Depository, or the Principal Stock Exchange, if a Certificate is defaced, worn out, stolen, lost or destroyed, at any time, it may be renewed and a replacement Certificate or Certificates may be issued on payment of such fee, if any, not exceeding Ringgit Malaysia Three (RM3.00) [or such other sum as may be permitted by the Principal Stock Exchange (if applicable) and on such terms, if any, as to evidence and indemnity from either the Registered Holder, transferee, person entitled, purchaser member company of the Principal Stock Exchange or its client, as the Managers, or their Agents charged with the responsibility for the maintenance of the Register, deem fit. The person to whom the replacement Certificate or Certificates is/are issued shall also in the case of destruction, loss or theft bear all expenses incurred by the Managers [or their Agents charged with the responsibility for the maintenance of the Register] incidental to their investigation of such destruction, loss or theft, as the Manager deem fit, and:-</p> <p>(a) an entry as to the issue of each replacement Certificate under this sub-clause (6) and the Indemnity (if any) given shall be made on the Register; and</p> <p>(b) the provisions of this Clause 18 shall apply to the each replacement Certificate.</p>	
19.	<p>REGISTER</p>		
	<p>(1) A Register of the Registered Holders of Units which (subject to the provisions of any Written Law and sub-clause (5) of this Clause 19) may be kept either in written form or by such other means (including microfilm, microfiche or electronic recording) as the Trustee shall from time to time approve shall be kept and maintained up-to-date by or under the control of the Managers and there shall be entered in the Register:</p> <p>(i) the names and addresses and national registration identity card number of each Registered Holder;</p> <p>(ii) the number of Units in respect of which every such</p>	<p>(1) A Register of the Registered Holders of Units which (subject to the provisions of any Written Law and sub-clause (5) of this Clause 19) may be kept either in written form or by such other means (including microfilm, microfiche or electronic recording) as the Trustee shall from time to time approve shall be kept and maintained up-to-date by or under the control of the Managers and there shall be entered in the Register:</p> <p>(i) the names and addresses and national registration identity card number of each Registered Holder;</p> <p>(ii) the number of Units in respect of which every such</p>	<p>Replace with Clause 1A</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>Registered Holder is registered; the date at which the name of every Registered Holder was entered in the Register in respect of any Units standing in his name;</p> <p>(iv) the date at which any person ceased to be a Registered Holder; and</p> <p>(v) any other details considered necessary by the Trustee and the Managers.</p>	<p>Registered Holder is registered;</p> <p>(iii) the date at which the name of every Registered Holder was entered in the Register in respect of any Units standing in his name;</p> <p>(iv) the date at which any person ceased to be a Registered Holder; and</p> <p>(v) any other details considered necessary by the Trustee and the Managers.</p>	
	<p>(2) The Managers shall give an undertaking in writing to the Trustee in the form set out in the Ninth Schedule hereto.</p>	<p>(2) The Managers shall give an undertaking in writing to the Trustee in the form set out in the Ninth Schedule hereto.</p>	<p>Replace with Clause 1A</p>
	<p>(3) In the event of any discrepancy whatsoever the entries made in the Register shall be deemed to be the correct entries.</p>	<p>(3) In the event of any discrepancy whatsoever the entries made in the Register shall be deemed to be the correct entries.</p>	<p>Replace with Clause 1A Replace with Clause 1A</p>
	<p>(4) The said Register shall be the Principal Register.</p>	<p>(4) The said Register shall be the Principal Register.</p>	
	<p>(5) The Trustee shall be entitled to accept a copy of the record of daily entries as a correct Register of the Registered Holders for the time being and the Trustee shall not be required to enquire further into the authenticity of the Register nor shall the Trustee incur any liability or responsibility on account of any mistake in either the daily entries or such copy.</p>	<p>(5) The Trustee shall be entitled to accept a copy of the record of daily entries as a correct Register of the Registered Holders for the time being and the Trustee shall not be required to enquire further into the authenticity of the Register nor shall the Trustee incur any liability or responsibility on account of any mistake in either the daily entries or such copy.</p>	<p>Replace with Clause 1A</p>
	<p>(6) Any change of name or address or national registration identity card number on the part of any Registered Holder shall be notified to the Managers who shall alter the Register accordingly.</p>	<p>(6) Any change of name or address or national registration identity card number on the part of any Registered Holder shall be notified to the Managers who shall alter the Register accordingly.</p>	<p>Replace with Clause 1A</p>
	<p>(7) The Trustee and any Registered Holder shall be entitled to inspect the Register free of charge at any time between ten o'clock in the forenoon and four o'clock in the afternoon on any Market Day provided that where the Register is kept in some form whereby it cannot be read in the normal manner the provisions of this sub-clause (7) may be satisfied by production of legible evidence of the contents of the Register.</p>	<p>(7) The Trustee and any Registered Holder shall be entitled to inspect the Register free of charge at any time between ten o'clock in the forenoon and four o'clock in the afternoon on any Market Day provided that where the Register is kept in some form whereby it cannot be read in the normal manner the provisions of this sub-clause (7) may be satisfied by production of legible evidence of the contents of the Register.</p>	<p>Replace with Clause 1A</p>
	<p>(8) The Register may be closed at any time when the Principal Stock Exchange is closed, and also for not more than fourteen (14) Market Days prior to each date fixed for the distribution of cash</p>	<p>(8) The Register may be closed at any time when the Principal Stock Exchange is closed, and also for not more than fourteen (14) Market Days prior to each date fixed for the distribution of cash</p>	<p>Replace with Clause 1A</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>and, or the issue of Bonus of Units as provided hereunder, if any; Provided that the Register is not closed for a total period exceeding thirty (30) Market Days in any Calendar year. At least three (3) Market Days prior notice shall be given to the Central Depository to prepare the appropriate Record of Depositors provided that where the Record of Depositors is required in respect of Corporate Action at least seven (7) Market Days prior notice shall be given to the Central Depository.</p>	<p>and, or the issue of Bonus of Units as provided hereunder, if any; Provided that the Register is not closed for a total period exceeding thirty (30) Market Days in any Calendar year. At least three (3) Market Days prior notice shall be given to the Central Depository to prepare the appropriate Record of Depositors provided that where the Record of Depositors is required in respect of Corporate Action at least seven (7) Market Days prior notice shall be given to the Central Depository.</p>	
	<p><u>Duplicate Register</u></p> <p>(9) The Managers may at any time and from time to time, with the prior written approval of the Trustee, establish and maintain a duplicate register in respect of any place outside Kuala Lumpur. The duplicate register shall contain the same information as is contained in the Principal Register.</p> <p>(10) Every such duplicate register shall be designated the duplicate register for the place in respect of which it is established.</p> <p>(11) The provisions of this Clause 19 shall apply to a duplicate register as to the Principal Register.</p>	<p><u>Duplicate Register</u></p> <p>(9) The Managers may at any time and from time to time, with the prior written approval of the Trustee, establish and maintain a duplicate register in respect of any place outside Kuala Lumpur. The duplicate register shall contain the same information as is contained in the Principal Register.</p> <p>(10) Every such duplicate register shall be designated the duplicate register for the place in respect of which it is established.</p> <p>(11) The provisions of this Clause 19 shall apply to a duplicate register as to the Principal Register.</p>	<p>Replace with Clause 1A</p>
		<p><u>1A (1) Appointment of Registrar</u></p> <p>On 1 1, the Securities Commission approved Symphony Shares Registrars Sdn Bhd. (Company No. 378993-D) is the Registrar appointed by the Managers to, inter alia, maintain the Register on behalf of the Managers. The Managers must obtain the prior approval of the Securities Commission and the Trustee for any change of the Registrar.</p> <p><u>(2) Register</u></p> <p>The Managers shall maintain, or cause the Registrar to maintain, the Register at the registered office of the Managers and enter into the Register the details and matters required to be kept under the Applicable Laws and Requirements and keep the Register up to date and ensure that the Register is made available for inspection free of charge to any Registered Holder during ordinary business hours. While the Trust is listed, the Depository, or its nominee company, will be entered into the Register as the sole Registered Holder.</p>	<p>Insert new provisions on the Record of Depositors</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p><u>(3) Depositors</u> <u>The Registered Holders 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 this 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 the Depository, or its nominee company, in whose name the Units are registered.</u></p> <p><u>(4) Extracts</u> <u>Any Registered Holder may request the Managers to furnish it with an extract from the Record of Depositors in so far as it relates to its name, address and number of Units held by it, and the Managers shall, on payment in advance of the sum prescribed under the Depositories Act, cause any extract so requested to be sent to that person within 21 days after the date on which the request is received by the Managers.</u></p> <p><u>(5) Copy to Trustee</u> <u>The Trustee may for the purpose of convening a meeting of Registered Holders request the Managers to give to the Trustee a copy of the Record of Depositors disclosing the name and addresses of the Registered Holders and the number of Units held by each Registered Holders as at the time of receipt of such request.</u></p> <p><u>(6) Authenticity</u> <u>If the Trustee has no reason to doubt the correctness of the Register or Record of Depositors, the Trustee shall be entitled to accept the Register and Record of Depositors as being correct and the Trustee shall not be required to enquire into the authenticity of the Register or Record of Depositors nor shall it incur any liability or responsibility on account of any mistake in the Register or Record of Depositors.</u></p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>(7) <u>Change of Details</u> Any change of name or address of the Registered Holder shall be notified by the Registered Holder in writing to the Depository which shall alter the Record of Depositors accordingly, subject to the Rules of the Depository.</p> <p>(8) <u>Trust and joint-holders</u> (a) The Managers shall not be obliged to enter on the Register notice of any trust express, implied or constructive in respect of any Unit otherwise than pursuant to an order of a court of competent jurisdiction or as required by law. (b) No joint-holders of any Units will be recognized, unless permitted by the Rules of the Depository.</p> <p>(9) <u>Closure</u> No part of the Register shall be closed for more than 30 days in the aggregate in any calendar year.</p> <p>(10) <u>Rectification</u> Subject to and in accordance with the Applicable Laws and Requirements, a Registered Holder or the Trustee or any other person aggrieved by the inclusion or exclusion, or the manner of inclusion or exclusion of any name in the Register or Record of Depositors, may seek legal recourse for the rectification of the Register or Record of Depositors.</p>	
19A.	TAX MATTERS	<p>(1) Pursuant to the Applicable Laws and Requirements, the Managers may use information available in or from the securities account of a Registered Holder to determine the residence status of the Registered Holder, that is, based on the nationality of the Registered Holder or otherwise as prescribed by the Applicable laws and Requirements.</p> <p>(a) Each Registered Holder must as and when required by the Managers provide such information as to his place of</p>	insert clause on tax vouchers and disclosure to cover local and FATCA requirements

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>residence, nationality and other matters for taxation purposes as the Managers may from time to time to determine. If a Registered Holder does not provide such information in time for a distribution, the Managers and the Trustee shall proceed to deduct the appropriate amount of tax from any distribution due to that Registered Holder.</p> <p>(b) The Managers and the Trustee may rely on any representation made by a Registered Holder as to his tax status or other information made in a written declaration to the Managers (or agent) or the Trustee or other relevant documents to determine whether or not to deduct tax from his distribution and where applicable, the Managers and the Trustee shall proceed to deduct the appropriate amount of tax from any distribution due to that Registered Holder.</p> <p>(c) On a distribution having been made, the Trustee shall where necessary issue to each Registered Holder a tax distribution voucher prepared by the Managers in a form approved by the Trustee and the Inland Revenue Board. In the case of any distribution represents capital, what proportion represents income exempt from Malaysian income tax or income subject to Malaysian income tax and what proportion represents the tax portion of any tax payable by the Trustee on income and gains attributable to the Registered Holders</p>	
20.	<p>TRANSFERS OF UNITS</p> <p>(1) Without prejudice to the provisions of Clauses 11, 14 and 21 of this Deed, no Registered Holder shall be entitled to transfer the Units or any of the Units for the time being held by him prior to the Appointed Date.</p> <p>(2) After the Appointed Date Units may be transferred in any manner permitted under any regulations governing the sale and purchase of Units on the Principal Stock Exchange, subject to:-</p> <p>(i) the provisions of this Deed and any supplemental deed executed pursuant to the provisions of Clause 47 hereof;</p> <p>(ii) the right of the Managers or their Agents charged with the responsibility for the maintenance of the Register, to give notice to the lodging broker and the transferee of the Units,</p>		
		<p>(1) Without prejudice to the provisions of Clauses 11, 14 and 21 of this Deed, no Registered Holder shall be entitled to transfer the Units or any of the Units for the time being held by him prior to the Appointed Date.</p> <p>(2) After the Appointed Date 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 Central Depositories Act and the Rules. Units may be transferred in any manner permitted under any regulations governing the sale and purchase of Units on the Principal Stock Exchange, subject to:-</p> <p>(i) the provisions of this Deed and any supplemental deed</p>	<p>Delete outdated provisions applicable before listing</p> <p>Delete reference to Appointed Date and outdated /inapplicable provisions on transfer of Units</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>OR, if there is no lodging broker, to the transferor and the transferee of the Units within a period of ten (10) Market Days from the date on which an application for transfer is received by the Managers, that they decline to register any transfer of Units in the name of a person and giving their reasons for so declining;</p> <p>(iii) the right of the Managers to require any existing Registered Holders and any person seeking to be registered as a holder of any Units to provide the Managers with such evidence as the Managers may require as to the citizenship, Bumiputra or other status and whether or not an institution or body, whether incorporated or unincorporated, is a Malaysian Institution or other particulars concerning the registration on the Register of any person or corporation or institution and as to any interest in his Units concurrently held by any other person and in particular any Registered Holder which is a company or person holding as nominee for the beneficial owner of Units shall declare before becoming Registered Holder, on whose behalf it holds the Units registered in its name; and</p> <p>(iv) the Foreign Ownership Regulations, Central Depositories Act and the Rules with respect to the transfer of Deposited Securities.</p>	<p>executed pursuant to the provisions of Clause 47 hereof;</p> <p>(ii) the right of the Managers or their Agents charged with the responsibility for the maintenance of the Register, to give notice to the lodging broker and the transferee of the Units; OR, if there is no lodging broker, to the transferor and the transferee of the Units within a period of ten (10) Market Days from the date on which an application for transfer is received by the Managers, that they decline to register any transfer of Units in the name of a person and giving their reasons for so declining;</p> <p>(iii) the right of the Managers to require any existing Registered Holders and any person seeking to be registered as a holder of any Units to provide the Managers with such evidence as the Managers may require as to the citizenship, Bumiputra or other status and whether or not an institution or body, whether incorporated or unincorporated, is a Malaysian Institution or other particulars concerning the registration on the Register of any person or corporation or institution and as to any interest in his Units concurrently held by any other person and in particular any Registered Holder which is a company or person holding as nominee for the beneficial owner of Units shall declare before becoming Registered Holder, on whose behalf it holds the Units registered in its name; and</p> <p>(iv) the Foreign Ownership Regulations, Central Depositories Act and the Rules with respect to the transfer of Deposited Securities.</p>	Delete as no longer applicable
	<p>(3) While the Units are listed on the Principal Stock Exchange, the Managers (or their Agents charged with responsibility for the maintenance of the Register) shall Subject to the provisions of securities law, the Companies Act, the Rules of the Central Depository or the Principal Stock Exchange, issue Certificates to persons seeking to be registered as the holders of Units, not more than fifteen (15) Market Days after a valid and registrable document of transfer and the Certificate or Certificates covering those Units have been delivered to them; provided always that the Managers, or their Agents charged with the responsibility for the maintenance of the Register, are satisfied that the person in question is entitled to become a Registered Holder of Units and that none of the restrictions to the transfer of Units set out in</p>	<p>(3) While the Units are listed on the Principal Stock Exchange, the Managers (or their Agents charged with responsibility for the maintenance of the Register) shall Subject to the provisions of securities law, the Companies Act, the Rules of the Central Depository or the Principal Stock Exchange, issue Certificates to persons seeking to be registered as the holders of Units, not more than fifteen (15) Market Days after a valid and registrable document of transfer and the Certificate or Certificates covering those Units have been delivered to them; provided always that the Managers, or their Agents charged with the responsibility for the maintenance of the Register, are satisfied that the person in question is entitled to become a Registered Holder of Units and that none of the restrictions to the transfer of Units set out in</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>Clause 17(1) hereof is applicable. The Certificates to be issued by or on behalf of the Managers as aforesaid shall be in denominations of one thousand (1,000) Units or part thereof where deemed practical and when any charge is made for the issue of Certificates, such charge shall not exceed Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time per Certificate issued.</p>	<p>Clause 17(1) hereof is applicable. The Certificates to be issued by or on behalf of the Managers as aforesaid shall be in denominations of one thousand (1,000) Units or part thereof where deemed practical and when any charge is made for the issue of Certificates, such charge shall not exceed Ringgit Malaysia Three (RM3.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time per Certificate issued.</p>	
21.	<p>DECEASED, BANKRUPT AND INSANE REGISTERED HOLDERS</p> <p>(2) Upon the death of a Registered Holder the executor or administrator of his estate or other person duly authorised by any Written Law to represent his estate shall be the only person recognised by the Managers and the Trustee as having any title to the Units held by the deceased Registered Holder provided always that where the Units are a Deposited Security, subject to the Rules, a transfer or withdrawal of the Units may be carried out by the person becoming so entitled. Where there is more than one executor or administrator or other person duly authorised then notwithstanding sub-clause (1) of this Clause 21 all such executors, administrators or other duly authorised persons shall be recognised by the Managers and the Trustee as having title to such Units.</p> <p>(3) In the case of the death of any one of two or more joint Registered Holders of any Unit the survivor or survivors will be the only persons recognised by the Managers and the Trustee as having any title to or interest in such Unit.</p> <p>(4) Any executor or administrator or other person claiming title to Units pursuant to sub-clause (2) of this Clause 21 shall produce to the Managers and the Trustee such evidence as the Managers and the Trustee think sufficient of his title to represent the estate of the deceased Registered Holder together with the Certificate belonging to the deceased Registered Holder.</p> <p>(5) (i) If the Managers' covenant to repurchase Units is then binding and effective and enforceable against the Managers:- (a) Upon receipt by the Managers of the evidence and documents referred to in sub-clause (4) of this Clause 21</p>	<p>(2) Upon the death of a Registered Holder the executor or administrator of his estate or other person duly authorised by any Written Law Applicable Laws and Requirements to represent his estate shall be the only person recognised by the Managers and the Trustee as having any title to the Units held by the deceased Registered Holder provided always that where the Units are a Deposited Security, subject to the Rules, a transfer or withdrawal of the Units may be carried out by the person becoming so entitled. Where there is more than one executor or administrator or other person duly authorised then notwithstanding sub-clause (1) of this Clause 21 all such executors, administrators or other duly authorised persons shall be recognised by the Managers and the Trustee as having title to such Units.</p> <p>(3) In the case of the death of any one of two or more joint Registered Holders of any Unit the survivor or survivors will be the only persons recognised by the Managers and the Trustee as having any title to or interest in such Unit.</p> <p>(4) Any executor or administrator or other person claiming title to Units pursuant to sub-clause (2) of this Clause 21 shall produce to the Managers and the Trustee such evidence as the Managers and the Trustee think sufficient of his title to represent the estate of the deceased Registered Holder together with the Certificate belonging to the deceased Registered Holder.</p> <p>(5) (i) If the Managers' covenant to repurchase Units is then binding and effective and enforceable against the Managers:- (a) Upon receipt by the Managers of the evidence and</p>	<p>Substitute "Applicable Laws and Requirements" for "Written Law"</p>
			<p>Delete reference to joint holders</p>
			<p>Delete outdated provision applicable before listing</p>
			<p>Delete outdated provisions applicable before listing</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>the Managers shall cause appropriate entries to be made in the Register and shall give to the Trustee notice in writing of the entries made. Thereupon, the Managers shall cancel the Certificate belonging to the deceased Registered Holder and in replacement thereof shall subject to the Rules of the Central Depository and the Principal Stock Exchange issue Certificate(s) in the name of the executor or administrator or other authorised person as legal representative of the estate of the deceased Registered Holder; Provided always that the Managers shall be entitled to charge a fee, in respect of the issue of a Certificate, up to the limit of Ringgit Malaysia Three (RM3.00) (or such higher sum as may be required by the Managers and permitted by the Principal Stock Exchange) (if applicable) and provided further that where the Units are a Deposited Security entitled shall also deliver the evidence and documents referred to in sub-clause (4) of this Clause 21.</p> <p>(b) The executor or administrator or other authorised person after becoming a Registered Holder as representative of the deceased Registered Holder, may either request the Managers to repurchase all or part of the Units registered in the name of the representative(s) of the deceased Registered Holder, subject always to any of the provisions of Clause 18 hereof which are applicable; or request the Managers to transmit to the beneficiaries of the deceased Registered Holder all or part of the deceased's Units or deliver to the Managers (or their Agents charged with the maintenance of the Register) a valid and registerable transfer of all or part of the deceased's Units together with the Certificate or Certificates covering the same. On receipt of the said documents the Managers (or their Agents charged with the responsibility for the maintenance of the Register) shall effect the transmission by cancelling the Certificate or Certificates delivered to them and in place thereof shall issue subject to the Rules of the Central Depository and the Principal Stock Exchange to each of the beneficiaries of the estate of the deceased Registered Holder Certificates for the number of Units to which the beneficiary(ies) is/are entitled or effect the transfer to the transferee(s) provided that no Units shall</p>	<p>documents referred to in sub-clause (4) of this Clause 21. The Managers shall cause appropriate entries to be made in the Register and shall give to the Trustee notice in writing of the entries made. Thereupon, the Managers shall cancel the Certificate belonging to the deceased Registered Holder and in replacement thereof shall subject to the Rules of the Central Depository and the Principal Stock Exchange issue Certificate(s) in the name of the executor or administrator or other authorised person as legal representative of the estate of the deceased Registered Holder; Provided always that the Managers shall be entitled to charge a fee, in respect of the issue of a Certificate, up to the limit of Ringgit Malaysia Three (RM3.00) (or such higher sum as may be required by the Managers and permitted by the Principal Stock Exchange) (if applicable) and provided further that where the Units are a Deposited Security the person so entitled shall also deliver the evidence and documents referred to in sub-clause (4) of this Clause 21.</p> <p>(b) The executor or administrator or other authorised person after becoming a Registered Holder as representative of the deceased Registered Holder, may either request the Managers to repurchase all or part of the Units registered in the name of the representative(s) of the deceased Registered Holder, subject always to any of the provisions of Clause 18 hereof which are applicable; or request the Managers to transmit to the beneficiaries of the deceased Registered Holder all or part of the deceased's Units or deliver to the Managers (or their Agents charged with the responsibility for the maintenance of the Register) a valid and registerable transfer of all or part of the deceased's Units together with the Certificate or Certificates covering the same. On receipt of the said documents the Managers (or their Agents charged with the responsibility for the maintenance of the Register) shall effect the transmission by cancelling the Certificate or Certificates delivered to them and in place thereof shall issue subject to the Rules of the Central Depository and the Principal Stock Exchange to each of the beneficiaries of the estate of the deceased Registered Holder Certificates for the number</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>be transmitted or transferred under the provisions of this Clause 21 to any beneficiary or transferee who is not a person entitled to be a Registered Holder of Units nor shall Units be issued or transferred in contravention of any of the applicable provisions of Clause 18 hereof and, which are effective and in force and the Managers and their Agents as aforesaid shall take any action and issue any notices which is/are appropriate as set out in Clause 20 hereof.</p> <p>(ii) While the Units are listed on the Principal Stock Exchange and upon producing to the Managers the evidence and documents referred to in sub-clause (4) of this Clause 21, if the Executor or Administrator or other authorised person elects to become a Registered Holder himself he shall deliver or send to the Managers or their Agent charged with the responsibility for keeping the Register a notice in writing signed by him stating that he had so elected. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the units to which he is entitled as Executor or Administrator or other authorised person. All the limitations, restrictions and provisions of this Trust Deed relating to the right to transfer and the registration of the transfer of Units shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy or insanity of the Registered Holder had not occurred and the notice of transfer was a transfer signed by the deceased Registered Holder.</p>	<p>of Units to which the beneficiary(ies) is/are entitled or effect the transfer to the transferee(s) provided that no Units shall be transmitted or transferred under the provisions of this Clause 21 to any beneficiary or transferee who is not a person entitled to be a Registered Holder of Units nor shall Units be issued or transferred in contravention of any of the applicable provisions of Clause 18 hereof and, which are effective and in force and the Managers and their Agents as aforesaid shall take any action and issue any notices which is/are appropriate as set out in Clause 20 hereof.</p> <p>(ii) While the Units are listed on the Principal Stock Exchange and upon producing to the Managers the evidence and documents referred to in sub-clause (4) of this Clause 21, if the Executor or Administrator or other authorised person elects to become a Registered Holder himself he shall deliver or send to the Managers or their Agent charged with the responsibility for keeping the Register a notice in writing signed by him stating that he had so elected. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the units to which he is entitled as Executor or Administrator or other authorised person. All the limitations, restrictions and provisions of this Trust Deed relating to the right to transfer and the registration of the transfer of Units shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy or insanity of the Registered Holder had not occurred and the notice of transfer was a transfer signed by the deceased Registered Holder.</p>	
(6)	<p>Any person becoming entitled to any Units in consequence of the bankruptcy or insanity of a Registered Holder of such Units shall produce such evidence that he sustains the character in respect of which he proposes to act under this sub-clause (6) or of his title as the Managers think sufficient. Upon such evidence being produced together with the Certificate covering the said Units the provisions of sub-clauses (2) to (5) of this Clause 22 shall apply, in so far as the same are appropriate, mutatis mutandis.</p>	<p>(6) Any person becoming entitled to any Units in consequence of the bankruptcy or insanity of a Registered Holder of such Units shall produce such evidence that he sustains the character in respect of which he proposes to act under this sub-clause (6) or of his title as the Managers think sufficient. Upon such evidence being produced together with the Certificate covering the said Units the provisions of sub-clauses (2) to (5) of this Clause 22 shall apply, in so far as the same are appropriate, mutatis mutandis.</p>	Delete outdated provisions applicable before listing
(7)	<p>Upon submission to the Managers of any Probate, Letters of Administration, Power of Attorney, Marriage or Death Certificate,</p>	<p>(7) Upon submission to the Managers of any Probate, Letters of Administration, Power of Attorney, Marriage or Death Certificate,</p>	Delete outdated provisions applicable

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>Notice in lieu of Distringas, Order of Court, Deed Poll, Kathi's Certificate, Trust Deed or other document produced in support of any application for alteration to be made in the Register, the Managers shall be entitled to charge a registration fee not exceeding Ringgit Malaysia Ten (RM10.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time and upon payment of such fee (and of any taxes or duties payable in respect thereof) the Managers shall register such document.</p>	<p>Notice in lieu of Distringas, Order of Court, Deed Poll, Kathi's Certificate, Trust Deed or other document produced in support of any application for alteration to be made in the Register, the Managers shall be entitled to charge a registration fee not exceeding Ringgit Malaysia Ten (RM10.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time and upon payment of such fee (and of any taxes or duties payable in respect thereof) the Managers shall register such document.</p>	<p>before listing</p>
22.	<p>NO NOTICE TAKEN OF TRUST BY REGISTERED HOLDERS</p> <p>The Managers and the Trustee will recognise the Registered Holder or his representative appointed by operation of law as the only person having any right or interest in the Units in respect of which he is registered or in the Certificate showing the title thereto and shall not save as ordered by a court of competent jurisdiction be bound to take notice of any trust or equity affecting any Unit or Certificate or rights incidental thereto provided that where the Managers or the Trustee have received instructions, expressed to be irrevocable, to pay any moneys payable in respect of a holding of Units to a Bank they shall be entitled to rely upon such instructions and payment in accordance with those instructions shall be a good discharge for the moneys concerned. The receipt of such Registered Holder or his legal representatives as aforesaid for any money payable hereunder to a Registered Holder shall be a good discharge to the Managers and the Trustee. For the purpose of this Clause the Managers shall as regards any Units of which no person is for the time being the Registered Holder or entitled under the provisions of Clause 21 hereof to be so registered be deemed to be the Registered Holder thereof, pursuant to the provisions of Clause 12 hereof.</p>	<p>The Managers and the Trustee will recognise the Registered Holder or his representative appointed by operation of law as the only person having any right or interest in the Units in respect of which he is registered or in the Certificate showing the title thereto and shall not save as ordered by a court of competent jurisdiction be bound to take notice of any trust or equity affecting any Unit or Certificate or rights incidental thereto provided that where the Managers or the Trustee have received instructions, expressed to be irrevocable, to pay any moneys payable in respect of a holding of Units to a Bank licensed institution they shall be entitled to rely upon such instructions and payment in accordance with those instructions shall be a good discharge for the moneys concerned. The receipt of such Registered Holder or his legal representatives as aforesaid for any money payable hereunder to a Registered Holder shall be a good discharge to the Managers and the Trustee. For the purpose of this Clause the Managers shall as regards any Units of which no person is for the time being the Registered Holder or entitled under the provisions of Clause 21 hereof to be so registered be deemed to be the Registered Holder thereof, pursuant to the provisions of Clause 12 hereof</p>	<p>Delete reference to Certificate and amend "Bank" to "licensed institution"</p>
23.	<p>PERIOD OF TRUST AND TERMINATION THEREOF</p> <p>(1) The Trust shall commence on the date hereof and shall continue until terminated under any provisions hereinafter contained.</p> <p>(2) If the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or</p>	<p>(1) The Trust shall commence on the Commencement Date date hereof and shall, in accordance with the resolution dated 3 November 1998 passed at a duly convened Extraordinary General Meeting of the Registered Holders held on the same date, continue until terminated under any provisions hereinafter contained.</p> <p>(2) If the Managers shall go into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Trustee) or cease to</p>	<p>Amend for clarity</p> <p>Amend to comply with Section 301</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>cease to carry on business or if a receiver is appointed of the undertaking or assets of the Managers or if an encumbrancer shall take possession of any of their assets or if it becomes illegal or in the reasonable opinion of the Trustee impracticable or inadvisable to continue the Trust the Trustee may, if he considers it to be in the best interest of the Registered Holders so to do, terminate the Trust. Provided always that the Trustee shall not be bound to terminate the Trust. The decision of the Trustee in any of the events specified in this sub-clause (2) shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Trust pursuant to this Clause 23 or otherwise.</p>	<p>carry on business or if a receiver is appointed of the undertaking or assets of the Managers or if an encumbrancer shall take possession of any of their assets or if it becomes illegal or in the reasonable opinion of the Trustee impracticable or inadvisable to continue the Trust the Trustee may, if he considers it to be in the best interest of the Registered Holders so to do, terminate the Trust. Provided always that the Trustee shall not be bound to terminate the Trust. The decision of the Trustee in any of the events specified in this sub-clause (2) shall be final and binding upon all the parties concerned but the Trustee shall be under no liability on account of any failure to terminate the Trust pursuant to this Clause 23 or otherwise.</p>	<p>CMSA and 15.2 REIT Guidelines</p>
		<p><u>Termination Events</u></p> <p>The Trustee shall terminate the Trust where:</p> <p>(a) <u>if at a duly convened meeting of Registered Holders a Special Resolution is passed that the Trust be terminated; or</u></p> <p>(b) <u>the Manager is in liquidation or where the Trustee is of the opinion that the Manager has ceased to carry on business or has, to the prejudice of the Registered Holders, failed to comply with any provision or covenant of the Deed or contravened any provisions of any Applicable Laws and Requirements, and at a meeting duly summoned in accordance with Section 301 of the CMSA, a Special Resolution is passed that the Trust be terminated; or</u></p> <p>(c) <u>if at any time during the life of the Trust, the Managers, after consultation with the Trustee, is of the opinion that changes in the economic climate or taxation law have caused or are likely to cause the Registered Holders to be detrimentally affected, the Managers requests the Trustee to summon a meeting of Registered Holders and place a Special Resolution before such a meeting, setting out the action they recommend at the meeting to endorse to meet such changes, and the meeting decides to terminate the Trust; or</u></p> <p>(d) <u>if the Managers determines that termination of the Trust is appropriate in the event the quotation of the Units is suspended for ninety (90) consecutive Market Days or more, or if the Trust is delisted; or</u></p>	<p>Amend to comply with Section 301 CMSA and Clause 15.21 of the REIT Guidelines</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>(e) if the Securities Commission's approval is revoked under section 212(7)(A) of the CMSA; or</p> <p>(f) if the effective date of an approved transfer scheme has resulted in the Trust, which is the subject of a transfer scheme, being left with no assets or properties.</p> <p>(4) <u>Notice</u> Upon any such decision to terminate the Trust under this Clause, the Managers and the Trustee shall notify all Registered Holders of such termination, the reasons and the date of the decision to terminate the Trust.</p>	
(4)	The Trustee shall comply with the provisions of securities law and the Guidelines and, if at a meeting of Registered Holders duly convened pursuant thereto or under the provisions of Clause 36 hereof an Extraordinary Resolution is passed at the meeting that the Trust be terminated, shall terminate the Trust accordingly.	(5) The Trustee shall comply with the provisions of securities law and the REIT Guidelines and, if at a meeting of Registered Holders duly convened pursuant thereto or under the provisions of Clause 36 hereof an Extraordinary Special Resolution is passed at the meeting that the Trust be terminated, shall terminate the Trust accordingly.	Substitute "Special" for "Extraordinary"
(5)	Subject always to the provisions of the following sub-clauses of this Clause 23 the Trustee and the Managers shall take all steps necessary to terminate the Trust with effect from a date selected by them being after the expiration of seven (7) years and before the expiration of ten (10) years from the date hereof.	(5) Subject always to the provisions of the following sub-clauses of this Clause 23 the Trustee and the Managers shall take all steps necessary to terminate the Trust with effect from a date selected by them being after the expiration of seven (7) years and before the expiration of ten (10) years from the date hereof.	Delete as Trust no longer has Maturity Date
(6)	Subject to any Written Law in force for the time being, the Trust may notwithstanding anything to the contrary contained in this Deed continue in operation or in existence if it appears to be in the interest of the Registered Holders to do so, for such period or periods as are agreed upon by the Trustee and the Managers and approved by an Extraordinary General Meeting of the Registered Holders of a duly convened meeting under the provisions of Clause 36 hereof.	(6) Subject to any Written Law in force for the time being, the Trust may notwithstanding anything to the contrary contained in this Deed continue in operation or in existence if it appears to be in the interest of the Registered Holders to do so, for such period or periods as are agreed upon by the Trustee and the Managers and approved by an Extraordinary General Meeting of the Registered Holders of a duly convened meeting under the provisions of Clause 36 hereof.	Delete as Trust no longer has Maturity Date
(6A)	By a resolution dated the 3 day of November, 1998 passed at a duly convened Extraordinary General Meeting the Registered Holders have duly resolved to continue the operation of the Trust until determined by the Trustee and the Managers under the provisions hereinafter contained.	(6A) By a resolution dated the 3 day of November, 1998 passed at a duly convened Extraordinary General Meeting the Registered Holders have duly resolved to continue the operation of the Trust until determined by the Trustee and the Managers under the provisions hereinafter contained.	Delete and included in subclause (1)
(7)	In the event that properties are sold in the circumstances referred to in Clause 14 hereof and the Trustee considers it impracticable or inadvisable to continue the Trust, the Trustee shall terminate it	(7) In the event that properties are sold in the circumstances referred to in Clause 14 hereof and the Trustee considers it impracticable or inadvisable to continue the Trust, the Trustee shall terminate it	Delete and replace with subsection (2)

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>forthwith.</p> <p>(8) If the Trustee or the Managers are of the opinion that as a result of any requirements of any Written Law the assets of the Trust are to be invested or deposited otherwise than freely in accordance with the powers and discretions contained in this Trust Deed or if as a result of any Written Law it appears to the Trustee or the Managers to be in the interests of the Registered Holders so to do the Trustee or the Managers may, with the approval of an Extraordinary Resolution of the Registered Holders at a duly convened meeting under the provision of Clause 36 hereof, terminate the Trust.</p>	<p>forthwith.</p> <p>(8) If the Trustee or the Managers are of the opinion that as a result of any requirements of any Written Law the assets of the Trust are to be invested or deposited otherwise than freely in accordance with the powers and discretions contained in this Trust Deed or if as a result of any Written Law it appears to the Trustee or the Managers to be in the interests of the Registered Holders so to do the Trustee or the Managers may, with the approval of an Extraordinary Resolution of the Registered Holders at a duly convened meeting under the provision of Clause 36 hereof, terminate the Trust.</p>	<p>(Termination Events)</p> <p>Delete and replace with subsection (2) (Termination Events)</p>
	<p>(9) (i) If at any time during the Trust period the Managers and/or the Trustee are required by any Written Law to lodge approved deposits, security or bonds for the additional protection of Registered Holders and the Managers are unable to provide the same from their own resources without any right to claim on the Fund or the Trustee for such purposes or the Managers are unable to comply with all such requirements as aforesaid or if any statutory obligation is placed upon the Trustee which the Trustee is not willing to accept then the Trustee shall be at liberty to terminate the Trust having given prior notice of his desire to the Managers; provided that if within six (6) months of the Trustee notifying the Managers of his desire to terminate the Trust under this sub-clause or to retire as Trustee the Managers obtain the agreement of some other person (approved as mentioned in sub-clause (1) of Clause 31 hereof) to act as trustee hereof, such person shall be appointed in place of the Trustee and the Trustee shall retire and the Trust shall not be terminated.</p>	<p>(9) (i) If at any time during the Trust period the Managers and/or the Trustee are required by any Written Law to lodge approved deposits, security or bonds for the additional protection of Registered Holders and the Managers are unable to provide the same from their own resources without any right to claim on the Fund or the Trustee for such purposes or the Managers are unable to comply with all such requirements as aforesaid or if any statutory obligation is placed upon the Trustee which the Trustee is not willing to accept then the Trustee shall be at liberty to terminate the Trust having given prior notice of his desire to the Managers; provided that if within six (6) months of the Trustee notifying the Managers of his desire to terminate the Trust under this sub-clause or to retire as Trustee the Managers obtain the agreement of some other person (approved as mentioned in sub-clause (1) of Clause 31 hereof) to act as trustee hereof, such person shall be appointed in place of the Trustee and the Trustee shall retire and the Trust shall not be terminated.</p>	<p>Delete and replace with new subsection (2) (Termination Events)</p>
	<p>(ii) If the Trustee is able, before giving the said notice of the Trustee's desire to terminate the Trust referred to in sub-clause (9)(i) of this Clause 23, to procure the appointment of another Manager who is acceptable to the Relevant Authorities and complies with the provisions of the last paragraph of Clause 33(1) hereof, who can provide the necessary deposits, security or bonds required as aforesaid from the new Managers' own resources without their having any right to claim on the Fund or the Trustee, the said new Manager shall be appointed by the Trustee and the Trust shall not be terminated.</p>	<p>(ii) If the Trustee is able, before giving the said notice of the Trustee's desire to terminate the Trust referred to in sub-clause (9)(i) of this Clause 23, to procure the appointment of another Manager who is acceptable to the Relevant Authorities and complies with the provisions of the last paragraph of Clause 33(1) hereof, who can provide the necessary deposits, security or bonds required as aforesaid from the new Managers' own resources without their having any right to claim on the Fund or the Trustee, the said new Manager shall be appointed by the Trustee and the Trust shall not be terminated.</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(10) If for any reason any vacancy in the office of Trustee occurs and such vacancy is not filled within a period of three (3) months from the date on which such vacancy arose, or such longer period as may be directed in a resolution passed by Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a meeting duly convened by the Managers for the purpose of appointing a new Trustee and held in accordance with the provisions of Clause 36 hereof, the Trust shall be terminated by the Managers. Notices convening such a meeting of Registered Holders shall be dispatched within the said three (3) month period and the meeting shall be held within one month from the date of the issue of the notice by the Managers convening the meeting. At such meeting a new Trustee, whether an interim or permanent Trustee, shall be appointed in accordance with the provisions of Clause 31(2) hereof and, if an interim Trustee is appointed, the meeting of Registered Holders shall by resolution of Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a duly convened meeting direct the period in excess of three (3) months as aforesaid during which the Trust shall continue in existence until a permanent Trustee for the Trust is appointed. If no Trustee (whether interim or permanent) is appointed at such meeting, or any adjournment thereof, the Managers shall terminate the Trust.</p>	<p>(10) If for any reason any vacancy in the office of Trustee occurs and such vacancy is not filled within a period of three (3) months from the date on which such vacancy arose, or such longer period as may be directed in a resolution passed by Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a meeting duly convened by the Managers for the purpose of appointing a new Trustee and held in accordance with the provisions of Clause 36 hereof, the Trust shall be terminated by the Managers. Notices convening such a meeting of Registered Holders shall be dispatched within the said three (3) month period and the meeting shall be held within one month from the date of the issue of the notice by the Managers convening the meeting. At such meeting a new Trustee, whether an interim or permanent Trustee, shall be appointed in accordance with the provisions of Clause 31(2) hereof and, if an interim Trustee is appointed, the meeting of Registered Holders shall by resolution of Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a duly convened meeting direct the period in excess of three (3) months as aforesaid during which the Trust shall continue in existence until a permanent Trustee for the Trust is appointed. If no Trustee (whether interim or permanent) is appointed at such meeting, or any adjournment thereof, the Managers shall terminate the Trust.</p>	<p>Delete and replace with new subsection (2) (Termination Events)</p>
	<p>(11) If the Units become delisted and it ceases to be possible to buy and sell Units on the Principal Stock Exchange and the period of the suspension of the Managers covenant to repurchase Units referred to in Clause 14(1)(b) hereof expires, then the Managers and the Trustee shall take all steps necessary to terminate the Trust without delay unless, within three (3) months from the time that the Managers covenant to repurchase Units becomes operative and enforceable against the Managers, an Extraordinary Resolution is passed by the Registered Holders at a general meeting of the Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a meeting convened in accordance with the provisions of this Deed resolving that the Trust shall not be terminated but shall continue for such period as may be approved by the Extraordinary Resolution.</p>	<p>(11) If the Units become delisted and it ceases to be possible to buy and sell Units on the Principal Stock Exchange and the period of the suspension of the Managers covenant to repurchase Units referred to in Clause 14(1)(b) hereof expires, then the Managers and the Trustee shall take all steps necessary to terminate the Trust without delay unless, within three (3) months from the time that the Managers covenant to repurchase Units becomes operative and enforceable against the Managers, an Extraordinary Resolution is passed by the Registered Holders at a general meeting of the Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a meeting convened in accordance with the provisions of this Deed resolving that the Trust shall not be terminated but shall continue for such period as may be approved by the Extraordinary Resolution.</p>	<p>Delete and replace with new subsection (2) (Termination Events)</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>Resolution.</p> <p><u>Termination By Law</u> (12) If at any time during the term of the Trust any law is passed which renders it illegal to continue the Trust or has the effect of materially diminishing the amount of income of the Trust available for distribution to Registered Holders, then thereof Managers and the Trustee may agree to terminate the Trust.</p> <p>(13) Termination of the Trust shall be effected by notice in writing. Notice of termination shall be served on the Managers if given by the Trustee, and on the Trustee if given by the Managers.</p>	<p><u>Termination By Law</u> (12) If at any time during the term of the Trust any law is passed which renders it illegal to continue the Trust or has the effect of materially diminishing the amount of income of the Trust available for distribution to Registered Holders, then thereof Managers and the Trustee may agree to terminate the Trust.</p> <p>(13) Termination of the Trust shall be effected by notice in writing and in accordance with the <u>Applicable Laws and Requirements</u>. Notice of termination shall be served on the Managers if given by the Trustee, and on the Trustee if given by the Managers.</p>	<p>Amend to require notice to be in accordance with the law.</p>
24.	<p>ACTION TO BE TAKEN UPON TERMINATION OF TRUST</p> <p>(4) In the event of the Trust being terminated as herein provided the Trustee shall be at liberty to call upon the Managers to grant to the Trustee a full and complete release from and to this Deed and the Managers shall comply with such request and shall indemnify the Trust against any claims arising out of his execution of the Trust provided that such claims are not caused by his failure to show the degree of care and diligence required of a trustee as contemplated by securities law and the Guidelines and provided further that any such release or indemnity shall not in any way prejudice or affect the liability of the Trustee under this Deed to the Registered Holders for any breach of trust or breach of the Trustee's duties whether under this Deed or imposed by any <u>Written Law</u>.</p>	<p>(4) In the event of the Trust being terminated as herein provided the Trustee shall be at liberty to call upon the Managers to grant to the Trustee a full and complete release from and to this Deed and the Managers shall comply with such request and shall indemnify the Trust against any claims arising out of his execution of the Trust provided that such claims are not caused by his failure to show the degree of care and diligence required of a trustee as contemplated by securities law and the <u>REIT</u> Guidelines and provided further that any such release or indemnity shall not in any way prejudice or affect the liability of the Trustee under this Deed to the Registered Holders for any breach of trust or breach of the Trustee's duties whether under this Deed or imposed by any <u>Written Law Applicable Laws and Requirements</u>.</p>	<p>Substitute "Applicable Laws and Requirements" for "Written Law"</p>
25.	<p>COLLECTION AND CASH PRODUCE OF THE FUND</p> <p><u>Payments Of Outgoings</u> (2) The Trustee shall pay out of the Gross Income of the Fund, in addition to the reimbursements referred to in sub-clause (7) of this Clause 25, all outgoings (including all Federal and State Government taxes or duties) which are necessary and incidental to the investments of the Fund and without limiting the foregoing:- (a) rates, land tax, water rates, repairs and maintenance, insurance, electricity for common areas and cleaning of common areas, and all management fees paid to managing agents who are employed</p>	<p><u>Payments Of Outgoings</u> (2) The Trustee shall pay out of the Gross Income of the Fund, in addition to the reimbursements referred to in sub-clause (7) of this Clause 25, all outgoings (including all Federal and State Government taxes or duties) which are necessary and incidental to the investments of the Fund and without limiting the foregoing:- (a) rates, land tax, water rates, repairs and maintenance, insurance, electricity for common areas and cleaning of common areas, and all management fees and <u>applicable taxes thereon paid to property</u></p>	<p>Amend to include and applicable taxes</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>by the Managers to manage any Property Investments;</p> <p>(b) all expenses incurred by the Trustee in effecting registration, insurance and safe custody of the documents of title to all investments held upon the trusts of the this Deed; and</p> <p>(c) all duties and charges and any other expenses (including interests) incurred in negotiating, entering into, varying, carrying into effect with or without variation, maintaining and termination of the borrowings of the Trust.</p>	<p>agents and managing agents who are employed by the Managers to manage any Property Investments;</p> <p>(b) all expenses incurred by the Trustee in effecting registration, insurance and safe custody of the documents of title to all investments held upon the trusts of the this Deed and applicable taxes thereon; and</p> <p>(c) all taxes, duties and charges and any other expenses (including interests) incurred in negotiating, entering into, varying, carrying into effect, with or without variation, maintaining and termination of the borrowings of the Trust; <u>and</u></p> <p>(d) the cost of preparing and printing the prospectus or any other offering document registered in relation to the Trust or any letters of offer or other documents for the issue of Units required by law and all other costs and expenses including underwriting brokerage and commissions, advisors' fees and expenses, fees payable to regulatory authorities, printing and advertising charges and applicable taxes thereon provided that no service charge or upfront fee is payable to the Managers in connection with such other issue;</p>	<p>thereon to cover GST</p> <p>Insert new clause on prospectus costs</p>
	<p>(4) The general expenses of the Manager and/or Agent and/or the Trustee in relation to services which they render in such capacity shall be paid out of the respective fees paid to them as provided in this Clause 25. By way of clarification promotional expenses in relation to Amanah Harta Tanah PNB and the cost of registering and issuing prospectuses shall be paid out of the Managers' fees.</p>	<p>(4) The general expenses of the Manager and/or Agent delegate and/or the Trustee in relation to services which they render in such capacity shall be paid out of the respective fees paid to them as provided in this Clause 25. By way of clarification promotional expenses in relation to Amanah Harta Tanah PNB and the cost of registering and issuing prospectuses shall be paid out of the Managers' fees. Where there is an offer for sale of existing Units, the Manager is to ensure that all expenses of such offer for sale is borne by the offerors and not the Trust.</p>	<p>Amend to reflect position under REIT Guidelines</p>
	<p><u>Management Fee</u></p> <p>(5) The Managers shall be entitled to be paid from the Gross Income of the Fund in each Accrual Period and retain for themselves a management fee computed as follows:-</p> <p>(a) a sum not exceeding two per cent (2%) of the Net Asset Value of the Fund shall be calculated on each day of the Accrual Period and the said sums shall be added together to make a total for the Accrual Period;</p> <p>(b) on any day -which is not a Market Day the Net Asset Value of the Fund to be used shall be that applicable to the nearest day which is a Market Day; and</p>	<p><u>Management Fee</u></p> <p>(5) The Managers shall be entitled to be paid from the Gross Income of the Fund in each Accrual Period and retain for themselves a management fee computed as follows:-</p> <p>(a) a sum not exceeding two per cent (2%) of the Net Asset Value of the Fund shall be calculated on each day of the Accrual Period and the said sums shall be added together to make a total for the Accrual Period;</p> <p>(b) on any day which is not a Market Day the Net Asset Value of the Fund to be used shall be that applicable to the nearest day which is a Market Day; and</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(c) the total for the Accrual Period calculated under paragraph (a) of this sub-clause (5) shall be divided by the number of days in the Accrual Period and the resultant quotient shall be the management fee.</p>	<p>(c) the total for the Accrual Period calculated under paragraph (a) of this sub-clause (5) shall be divided by the number of days in the Accrual Period and the resultant quotient shall be the management fee.</p> <p>The Manager shall be entitled to charge and recover from the Trust any applicable taxes levied on any fee paid to the Managers, if applicable.</p>	<p>Amend to provide for GST, if applicable</p>
	<p><u>Property Manager's Fee</u></p> <p>(6) As well as the management fee referred to in sub-clause (5) of this Clause 25, the Managers shall be entitled to be paid out of the Gross Income of the Fund in each Accrual Period a property management fee in respect of the management of Property Investments, which are managed by the Managers, provided that the fees so paid shall not exceed the percentages of the gross income derived from the Property Investments managed by the Managers, particulars of which are as follows:-</p> <p>(i) on the gross income up to Ringgit Malaysia Twenty Five Thousand (RM25,000.00) in each Accrual Period, a fee of ten per centum (10%);</p> <p>(ii) on the gross income between Ringgit Malaysia Twenty Five Thousand (RM25,000.00) and Ringgit Malaysia Fifty Thousand (RM50,000.00) in each Accrual Period a fee of seven point five per centum (7.5%); and</p> <p>(iii) on the residue of the gross income exceeding Ringgit Malaysia Fifty thousand (RM50,000.00) in each Accrual Period, a fee of five per centum (5%).</p> <p>For the purposes of this sub-clause (6), gross income shall mean the gross rental or other income derived from the Property Investments during the Accrual Period.</p> <p><u>Trustee's Fee</u></p> <p>(7) The Trustee shall be entitled to be paid from the Gross Income of the Fund in each Accrual Period a fee computed as follows:-</p> <p>(a) a sum not exceeding zero point one per cent (0.1%) of the Net Asset Value of the Fund shall be calculated on each day of the Accrual Period and the said sums shall be added</p>	<p><u>Property Manager's Fee</u></p> <p>(6) As well as the management fee referred to in sub-clause (5) of this Clause 25, the Managers shall be entitled to be paid out of the Gross Income of the Fund in each Accrual Period a property management fee in respect of the management of Property Investments, which are managed by the Managers, provided that the fees so paid shall not exceed the percentages of the gross income derived from the Property Investments managed by the Managers, particulars of which are as follows:-</p> <p>(i) on the gross income up to Ringgit Malaysia Twenty Five Thousand (RM25,000.00) in each Accrual Period, a fee of ten per centum (10%);</p> <p>(ii) on the gross income between Ringgit Malaysia Twenty Five Thousand (RM25,000.00) and Ringgit Malaysia Fifty Thousand (RM50,000.00) in each Accrual Period a fee of seven point five per centum (7.5%); and</p> <p>(iii) on the residue of the gross income exceeding Ringgit Malaysia Fifty thousand (RM50,000.00) in each Accrual Period, a fee of five per centum (5%).</p> <p>For the purposes of this sub-clause (6), gross income shall mean the gross rental or other income derived from the Property Investments during the Accrual Period.</p> <p><u>Trustee's Fee</u></p> <p>(7) The Trustee shall be entitled to be paid from the Gross Income of the Fund in each Accrual Period a fee computed as follows:-</p> <p>(a) a sum not exceeding zero point one per cent (0.1%) of the Net Asset Value of the Fund shall be calculated on each day of the Accrual Period and the said sums shall be added together to</p>	<p>Delete as Management company not qualified to carry out property management for the Fund</p>
	<p><u>Trustee's Fee</u></p> <p>(7) The Trustee shall be entitled to be paid from the Gross Income of the Fund in each Accrual Period a fee computed as follows:-</p> <p>(a) a sum not exceeding zero point one per cent (0.1%) of the Net Asset Value of the Fund shall be calculated on each day of the Accrual Period and the said sums shall be added</p>	<p><u>Trustee's Fee</u></p> <p>(7) The Trustee shall be entitled to be paid from the Gross Income of the Fund in each Accrual Period a fee computed as follows:-</p> <p>(a) a sum not exceeding zero point one per cent (0.1%) of the Net Asset Value of the Fund shall be calculated on each day of the Accrual Period and the said sums shall be added together to</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>together to make a total for the Accrual Period;</p> <p>(b) on any day which is not a Market Day the Net Asset Value of the Fund to be used shall be that applicable to the nearest day which is a Market Day; and</p> <p>(c) the total for the Accrual Period calculated under paragraph (a) of this sub-clause (7) shall be divided by the number of days in the Accrual Period and the resultant quotient shall be the Trustee's fee.</p> <p>The fees referred to under this sub-clause (7) shall be paid at such rate as may be agreed between the Managers and the Trustee from time to time PROVIDED ALWAYS that the rate agreed between the Managers and the Trustee pursuant to this sub-clause (7) shall not in any case exceed the rate provided for in any Written Law for such service or duties and the Trustee shall in addition be entitled to be repaid on demand out of the Fund the amount of all his disbursements and expenses incurred wholly and exclusively in the performance of his duties hereunder.</p>	<p>make a total for the Accrual Period;</p> <p>(b) on any day which is not a Market Day the Net Asset Value of the Fund to be used shall be that applicable to the nearest day which is a Market Day; and</p> <p>(c) the total for the Accrual Period calculated under paragraph (a) of this sub-clause (7) shall be divided by the number of days in the Accrual Period and the resultant quotient shall be the Trustee's fee.</p> <p>The fees (referred to under this sub-clause (7) shall be paid at such rate as may be agreed between the Managers and the Trustee from time to time PROVIDED ALWAYS that the rate agreed between the Managers and the Trustee pursuant to this sub-clause (7) shall not in any case exceed the rate provided for from time to time by any Written Law Applicable Laws and Requirements for such service or duties and the Trustee shall in addition be entitled to be repaid on demand out of the Fund the amount of all his disbursements and expenses incurred wholly and exclusively in the performance of his duties hereunder. The Trustee shall be entitled to charge and recover from the Trust <u>any applicable taxes levied on any fee paid to the Managers, if applicable.</u></p>	<p>Substitute "Applicable Laws and Requirements" for "Written Law"</p> <p>Amend to provide for GST, if applicable</p>
	<p>(9) As well as the fees payable to the Trustee and the Managers which are referred to in sub-clauses (7) and (5) of this Clause 25, the Trustee and/or the Managers shall be entitled to be reimbursed as hereinafter provided for the cost of the Auditor's reasonable fees and expenses, the costs of keeping or causing to be kept proper books of account and other advertisements and sending out a statement of account, distribution cheques, dividends, tax certificates, correspondence referred to in Clause 40(4) hereof, circulars and other notices to Registered Holders and others as may be agreed upon by the Trustee and Managers to be necessary to Registered Holders. These costs will be reimbursed out of the Gross Income of the Fund.</p>	<p>(9) As well as the fees payable to the Trustee and the Managers which are referred to in sub-clauses (7) and (5) of this Clause 25, the Trustee and/or the Managers shall be entitled to be reimbursed as hereinafter provided for the cost of the Auditor's reasonable fees and expenses, the property managers' fees and expenses, the costs of keeping or causing to be kept proper books of account and the costs of newspapers and other advertisements and sending out a statement of account, distribution cheques, dividends, tax certificates, correspondence referred to in Clause 40(4) hereof, circulars and other notices to Registered Holders <u>the cost of convening meetings of Registered Holders and carrying out resolutions passed by the Registered Holders (other than those for the benefit of the Managers), costs incurred for the modification of the Deed (other than those for the benefit of the Managers), and others—expenses as may be agreed upon by the Trustee and Managers to be necessary to Registered Holders and the business of the Trust.</u> These costs will be reimbursed out of the Gross Income of the Fund.</p>	<p>Amend to include property manager's fees as reimbursable expense</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(15) In the event of the Trustee delegating to the Managers the exercise of all or any of his functions pursuant to the power contained in sub-clause (14) of this Clause 25 the Managers shall keep proper accounts of all Cash Produce received by them and shall hold the Trustee harmless against all costs, claims, damages and expenses arising from the performance of such functions by the Managers.</p>	<p>(15) In the event of the Trustee delegating to the Managers the exercise of all or any of his functions pursuant to the power contained in sub-clause (14) of this Clause 25 the Managers shall keep proper <u>Accounting Records</u> accounts of all Cash Produce received by them and shall hold the Trustee harmless against all costs, claims, damages and expenses arising from the performance of such functions by the Managers.</p>	Amend to insert new defined term
26.	DISTRIBUTIONS		
	<p>(1) Prior to the Appointed Date, the Managers shall maintain records of the Unit Days of each Registered Holder in each Accrual Period, determined in accordance with the definition of "Unit Days of a Registered Holder in an Accrual Period" given in Clause 1 hereof.</p>	<p>(1) Prior to the Appointed Date, the Managers shall maintain records of the Unit Days of each Registered Holder in each Accrual Period, determined in accordance with the definition of "Unit Days of a Registered Holder in an Accrual Period" given in Clause 1 hereof.</p>	Delete as no longer applicable
	<p>(2) Prior to the Appointed Date, after the end of each Accrual Period the Managers shall ascertain the total number of Unit Days in that Accrual Period, determined in accordance with the definition of "Unit Days in an Accrual Period" given in Clause 1 hereof.</p>	<p>(2) Prior to the Appointed Date, after the end of each Accrual Period the Managers shall ascertain the total number of Unit Days in that Accrual Period, determined in accordance with the definition of "Unit Days in an Accrual Period" given in Clause 1 hereof.</p>	Delete as no longer applicable
	<p>(3) The Trustee shall at the end of each Accrual Period:-</p> <p>(i) Prior to the Appointed Date, calculate the amount per Unit Day available for distribution by dividing the Net Income of the Fund for that Accrual Period, by the total number of Unit Days in that Accrual Period, as ascertained in terms of sub-clause (2) of this Clause 26.</p> <p>(ii) After the Appointed Date, calculate the amount per Unit available for distribution by dividing the Net Income of the Fund for that Accrual Period, by the total number of Units in Issue on a date to be declared by the Managers with the prior approval of the Trustee as the Dividend Book Closing Date for that Accrual Period.</p> <p>Any announcement of distribution of income shall be expressed as sen per unit where possible.</p>	<p>(3) The Trustee shall at the end of each Accrual Period calculate the amount per Unit available for distribution by dividing the Net Income of the Fund for that Accrual Period, by the total number of Units in Issue on a date to be declared by the Managers with the prior approval of the Trustee as the <u>Distribution Book Closing Date</u> for that Accrual Period.</p> <p>(i) Prior to the Appointed Date, calculate the amount per Unit Day available for distribution by dividing the Net Income of the Fund for that Accrual Period, by the total number of Unit Days in that Accrual Period, as ascertained in terms of sub-clause (2) of this Clause 26.</p> <p>(ii) After the Appointed Date, calculate the amount per Unit available for distribution by dividing the Net Income of the Fund for that Accrual Period, by the total number of Units in Issue on a date to be declared by the Managers with the prior approval of the Trustee as the Dividend Book Closing Date</p>	Delete outdated provisions applicable before listing

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>for that Accrual Period.</p> <p>Any announcement of distribution of income shall be expressed as seen per unit where possible.</p>	
	<p>(4) (b) The Trustee shall within two (2) months of the end of each Accrual Period distribute the Net Income of the Fund, after making the deductions and adjustments from the Net Income of the Fund referred to in sub-clauses (5) and (6) of this Clause 26, as follows:-</p> <p>(i) Prior to the Appointed Date, amongst the persons who after close of business on the last day in each Accrual Period were the Registered Holders of Units, by multiplying the amount per Unit available for distribution by the number of Units held by each Registered Holder in the Accrual Period.</p> <p>(ii) After the Appointed Date, amongst the persons who after close of business on the Dividend Book Closing Date were the Registered Holders of Units, by multiplying the amount per Unit available for distribution by the number of Units held by each Registered Holder immediately after close of business on the Dividend Book Closing Date.</p> <p>(c) The Trustee may delegate the collection and distribution of Net Income to the Managers by mutual consent of the Trustee and the Managers.</p> <p>Notwithstanding the foregoing provisions of this sub-clause (4), if the Managers so request, the Trustee may withhold from the first distribution to be made (in any Financial Year) an amount which would be sufficient and not more than sufficient to ensure that the amount per Unit available for that distribution and the next following distribution will as nearly as possible be equal.</p>	<p>(4) (b) The Trustee shall within two (2) months of the end of each Accrual Period distribute the Net Income of the Fund, after making the deductions and adjustments from the Net Income of the Fund referred to in sub-clauses (5) and (6) of this Clause 26, as follows:-</p> <p>(i) amongst the persons who after close of business on the Distribution Book Closing Date were the Registered Holders of Units, by multiplying the amount per Unit available for distribution by the number of Units held by each Registered Holder immediately after close of business on the Distribution Book Closing Date.</p> <p>(e) — Prior to the Appointed Date, amongst the persons who after close of business on the last day in each Accrual Period were the Registered Holders of Units, by multiplying the amount per Unit Day available for distribution by the number of Units held by each Registered Holder in the Accrual Period;</p> <p>(ii) After the Appointed Date, amongst the persons who after close of business on the Dividend Book Closing Date were the Registered Holders of Units, by multiplying the amount per Unit available for distribution by the number of Units held by each Registered Holder immediately after close of business on the Dividend Book Closing Date;</p> <p>(c) The Trustee may delegate the collection and distribution of Net Income to the Managers by mutual consent of the Trustee and the Managers.</p> <p>Notwithstanding the foregoing provisions of this sub-clause (4), if the Managers so request, the Trustee may withhold from the first distribution to be made (in any Financial Year) an amount which would be sufficient and not more than sufficient to ensure that the amount per Unit available for that distribution and the next following distribution will as nearly as possible be equal.</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p><u>Power to Utilise Dividends for Purchase of Units</u></p> <p>(7) The Managers may, if so requested in writing by any one or more of the Registered Holders to do so, apply the sum to be distributed by way of dividend under this Clause 26 to the Registered Holder or Registered Holders making the request as aforesaid in the purchase of Units in this or any other fund managed by the Managers or any other company which is a wholly owned subsidiary of PNB. The Units so purchased as aforesaid shall be purchased at the current selling price of the same and shall be distributed to the Registered Holders who would otherwise have been entitled to such distribution by way of a cash dividend. Units so purchased under this Clause 26 and distributed to Registered Holders shall represent full satisfaction of a Registered Holder's right to receive the cash sum utilised in purchasing Units as aforesaid.</p>	<p><u>Power to Utilise Dividends for Purchase of Units</u></p> <p>(7) The Managers may, if so requested in writing by any one or more of the Registered Holders to do so, apply the sum to be distributed by way of dividend under this Clause 26 to the Registered Holder or Registered Holders making the request as aforesaid in the purchase of Units in this or any other fund managed by the Managers or any other company which is a wholly owned subsidiary of PNB. The Units so purchased as aforesaid shall be purchased at the current selling price of the same and shall be distributed to the Registered Holders who would otherwise have been entitled to such distribution by way of a cash dividend. Units so purchased under this Clause 26 and distributed to Registered Holders shall represent full satisfaction of a Registered Holder's right to receive the cash sum utilised in purchasing Units as aforesaid.</p>	Delete
		<p>(7A) <u>Distribution Reinvestment</u></p> <p>The Manager may, if it deems appropriate having regard to the Applicable Laws and Requirements, advise Registered Holders from time to time in writing that the Registered Holders may, on terms specified in the notice, participate in an arrangement under which the Registered Holders may request that all or a proportion of specified distributions due to them be applied to the issue of further Units.</p>	New provision for dividend reinvestment
27.	<p>PAYMENT TO REGISTERED HOLDERS</p> <p>(2) Any moneys payable by the Trustee to a Registered Holder under the provisions of these presents may be paid by cheque sent through the post to the registered address of the Registered Holder or in the case of joint Registered Holders to the registered address of that one of the joint Registered Holders who is first named on the Register and the risk of such posting shall be borne by the person entitled to the cheque. Every such cheque shall be made payable to the order of the person to whom it is sent PROVIDED THAT on the written instructions of a Registered Holder :</p> <p>(i) the cheque may be made payable to bearer (in which case a receipt for the amount thereof shall be furnished by the Registered Holder); or,</p>	<p>(2) Any moneys payable by the Trustee to a Registered Holder under the provisions of these presents shall where possible, be made by directly crediting the payment into such bank account as provided by such Registered Holder to the Depository from time to time. Where a Registered Holder has not provided bank account details to the Depository, any monies payable to such Registered Holder may be paid by cheque sent through the post to the registered address of the Registered Holder or in the case of joint Registered Holders to the registered address of that one of the joint Registered Holders who is first named on the Register and the risk of such posting shall be borne by the person entitled to the cheque. Every such cheque shall be made payable to the order of the person to whom it is sent PROVIDED THAT on the written instructions of a Registered</p>	Amend to provide for other methods of payment, including e-dividend

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(ii) the moneys may be paid by cheque to the credit of the Registered Holder with any Bank Post Office Savings Bank or other Institution acceptable to the Managers which he has specified,</p> <p>and payment by any of the foregoing methods shall be a satisfaction of the moneys payable.</p>	<p>Holder, in a form the Trustee considers sufficient, the cheque may be payable to any other person nominated by the Registered Holder (in which case either the cheque shall be endorsed by the nominee or a receipt for the amount thereof shall be furnished by it). Payment to a Registered Holder in the manner provided herein shall be good discharge to the Trustee. In no event shall the Trustee be bound to make any payment to any Registered Holder except out of the funds held by it for that purpose under the provisions of this Deed. No payments to Registered Holders shall bear any interest. Every such cheque or electronic or other methods of fund transfer or remittance shall be sent or remitted at the risk of the Registered Holder or the person nominated by the Registered Holder. Where a Registered Holder has provided the Depository with the relevant contact details for purposes of electronic notifications, the Managers and the Trustee shall ensure that the Registered Holder is duly notified once such money has been paid out of the account of the Fund.</p> <p>(i) the cheque may be made payable to bearer (in which case a receipt for the amount thereof shall be furnished by the Registered Holder); or,</p> <p>(ii) the moneys may be paid by cheque to the credit of the Registered Holder with any Bank, Post Office Savings Bank or other Institution acceptable to the Managers which he has specified, and payment by any of the foregoing methods shall be a satisfaction of the moneys payable.</p>	
	<p><u>Payment To Joint Registered Holders</u></p> <p>(3) If two or more persons are entered in the Register as joint Registered Holders of any Units then without prejudice to the preceding sub-clause hereof the receipt of any one of such persons for the moneys from time to time payable in respect of such Units shall be as effective a discharge to the Trustee as if the person signing the said receipt were the sole Registered Holder of such Units.</p>	<p><u>Payments To Joint Registered Holders</u></p> <p>(2) If two or more persons are entered in the Register as joint Registered Holders of any Units then without prejudice to the preceding sub-clause hereof the receipt of any one of such persons for the moneys from time to time payable in respect of such Units shall be as effective a discharge to the Trustee as if the person signing the said receipt were the sole Registered Holder of such Units.</p>	<p>Delete reference to Joint Holders as not relevant for listed REIT</p>
28.	<p>ACCOUNTS AND AUDIT</p> <p>(1) The Trustee shall cause proper records to be kept of all Cash Produce received by him in respect of the Fund and of all disbursements made by him thereout. The Trustee shall maintain</p>	<p>(1) The Trustee shall cause proper records to be kept of all Cash Produce received by him in respect of the Fund and of all disbursements made by him thereout. The Trustee shall maintain full and proper records of</p>	<p>Delete and substitute with updated provisions on</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>full and proper records of the investments held by or vested in the Trustee. All such records shall be open to inspection by the Managers at any time during the Trustee's usual business hours.</p>	<p>the investments held by or vested in the Trustee. All such records shall be open to inspection by the Managers at any time during the Trustee's usual business hours.</p>	<p>Accounts and Audit</p>
	<p>(2) The Managers shall keep or cause to be kept at the Managers' registered office proper books of account and records in which shall be entered all transactions effected by the Managers for account of the Trust and shall permit the Trustee from time to time on demand during the Managers' usual business hour to examine and take copies of or extracts from any such books of account or accounts.</p>	<p>(2) The Managers shall keep or cause to be kept at the Managers' registered office proper books of account and records in which shall be entered all transactions effected by the Managers for account of the Trust and shall permit the Trustee from time to time on demand during the Managers' usual business hour to examine and take copies of or extracts from any such books of account or accounts.</p>	<p>Delete and substitute with updated provisions on Accounts and Audit</p>
	<p>(3) (i) An account shall be prepared immediately after the end of each Accrual Period showing the Cash Produce received by the Trustee during such Accrual Period. Such account shall be made up in accordance with the form set out in the first part of the Seventh Schedule hereto with such variations, augmentations or limitations as the Auditor thinks proper and a summarised copy of such account in so far as it affects Registered Holders shall be forwarded bi-annually within two (2) months (or such longer period as may be permitted under any Written Law) after the end of each Accrual Period by the Managers on behalf of the Trustee to each Registered Holder and shall be open to inspection by Registered Holders at the office of the Trustee. The Managers shall together with such account forward to each Registered Holder a report of that Accrual Period made up in accordance with the form set out and including the statements specified in the second part of the Seventh Schedule provided that the Managers are not required to send a copy of the report to any Foreigner who is a Registered Holder and has not provided the Manager with an address within Malaysia for service of notices.</p>	<p>(3)(i) An account shall be prepared immediately after the end of each Accrual Period showing the Cash Produce received by the Trustee during such Accrual Period. Such account shall be made up in accordance with the form set out in the first part of the Seventh Schedule hereto with such variations, augmentations or limitations as the Auditor thinks proper and a summarised copy of such account in so far as it affects Registered Holders shall be forwarded bi-annually within two (2) months (or such longer period as may be permitted under any Written Law) after the end of each Accrual Period by the Managers on behalf of the Trustee to each Registered Holder and shall be open to inspection by Registered Holders at the office of the Trustee. The Managers shall together with such account forward to each Registered Holder a report of that Accrual Period made up in accordance with the form set out and including the statements specified in the second part of the Seventh Schedule provided that the Managers are not required to send a copy of the report to any Foreigner who is a Registered Holder and has not provided the Manager with an address within Malaysia for service of notices.</p>	<p>Delete and substitute with updated provisions on Accounts and Audit</p>
	<p>(ii) After the Appointed Date and while the Units are quoted on the Principal Stock Exchange the requirements of the Principal Stock Exchange as to when accounts and every distribution statement shall be prepared and forwarded to Registered Holders and as to the content of the accounts and distribution statements shall be complied with. A copy of all such accounts and distribution statements shall be sent to the Principal Stock Exchange at the same time as the same are sent to the Registered Holders.</p>	<p>(ii) After the Appointed Date and while the Units are quoted on the Principal Stock Exchange the requirements of the Principal Stock Exchange as to when the Accounts accounts and every distribution statement shall be prepared and forwarded to Registered Holders and as to the content of the accounts and distribution statements shall be complied with. A copy of all such accounts and distribution statements shall be sent to the Principal Stock Exchange at the same time as the same are sent to the Registered Holders.</p>	<p>Delete and substitute with updated provisions on Accounts and Audit</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(4) Within six (6) weeks (or such longer period as the Trustee may agree) after the end of each Accrual Period the Managers shall cause the account so prepared in respect thereof to be examined and its correctness ascertained by the Auditor. The audit shall be completed before the summarised copy of such account is forwarded to the Registered Holder. The Auditor shall report that he has conducted the audit and that he is satisfied as to the correctness of the account prepared under sub-clause (3) of this Clause 28 and a copy of this report shall appear on all summarised copies of such account.</p>	<p>(4) Within six (6) weeks (or such longer period as the Trustee may agree) after the end of each Accrual Period the Managers shall cause the account so prepared in respect thereof to be examined and its correctness ascertained by the Auditor. The audit shall be completed before the summarised copy of such account is forwarded to the Registered Holder. The Auditor shall report that he has conducted the audit and that he is satisfied as to the correctness of the account prepared under sub-clause (3) of this Clause 28 and a copy of this report shall appear on all summarised copies of such account.</p>	<p>Delete and substitute with updated provisions on Accounts and Audit</p>
	<p>(5) The Auditor shall in each year examine the investments and cash constituting the Fund at a date(s) agreed upon by the Managers and the Auditor and in his next report to be given in accordance with sub-clause (4) of this Clause 28 he shall report to the Registered Holders and the Managers the result of such examination. He may also from time to time at his discretion make such "spot checks" or other examination as he thinks fit of the investments and cash for the time being constituting the Fund.</p>	<p>(5) The Auditor shall in each year examine the investments and cash constituting the Fund at a date(s) agreed upon by the Managers and the Auditor and in his next report to be given in accordance with sub-clause (4) of this Clause 28 he shall report to the Registered Holders and the Managers the result of such examination. He may also from time to time at his discretion make such "spot checks" or other examination as he thinks fit of the investments and cash for the time being constituting the Fund.</p>	<p>Delete and substitute with updated provisions on Accounts and Audit</p>
		<p>(1) <u>Records</u> The Managers must maintain, and the Trustee must ensure that the Managers maintains, proper Accounting Records and other records as are necessary to:</p> <p>(a) enable a complete and accurate view to be formed of the Trust;</p> <p>(b) comply with this Deed and the Applicable Laws and Requirements.</p> <p>(2) <u>Proper accounts</u> Without limiting the generality of sub-clause (1) the Managers must maintain, and the Trustee must ensure that the Managers maintains, proper Accounting Records and other records in relation to all transactions, dividends and income received (or incurred as the case may be) and distributed in respect of the Trust including:</p> <p>(a) rents, dividends and other income received by the Trust;</p>	<p>New clause in substitution of previous provisions to comply with REIT Guidelines</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>(b) <u>sums of capital received by it and belonging to the Trust;</u></p> <p>(c) <u>Costs and Disbursements, commissions, interest, fees, rates, taxes (including income tax, goods and services tax and quit rent), expenses for repairs, fees, expenses of management and administration and other outgoings paid out of the Trust and properly chargeable to the income thereof;</u></p> <p>(d) <u>income, capital and other distributions paid out of the Trust;</u></p> <p>(e) <u>Authorised Investments and their respective values;</u></p> <p>(f) <u>amounts credited to any reserve or provisions created pursuant to Clause 25(11) or (12);</u></p> <p>(g) <u>all transactions entered into by the Trust pursuant to Clause 8.</u></p> <p>(3) <u>Financial statements/Audit</u></p> <p><u>The Managers shall prepare and present or cause to be prepared and presented the Financial Statements of the Trust in accordance with approved accounting standards, this Deed and the Applicable Laws and Requirements. The Trustee shall cause the Financial statements of the Trust to be audited by the Auditor at the end of each Financial Year.</u></p> <p>(4) <u>Inspection</u></p> <p><u>The Accounting Records, Financial Statements and other records shall be kept at the office of the Managers and shall be open to inspection by the Trustee, an officer or employee of the Trustee authorized by it to carry out the inspection, and the Auditor and to take copies of or extracts from such records. The Managers shall give such persons any information, explanation or other assistance that they may require in relation to those records.</u></p>	
(6)	The Auditor shall report any non-compliance of this Deed, the Guidelines and any Written Law to the Securities Commission which may come within his knowledge immediately upon	(65) The Auditor shall report any non-compliance of this Deed or the Applicable Laws and Requirements Guidelines and any Written Law to the Securities Commission which may come within his	Amend to include new definition of Applicable Laws and Requirements

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	becoming aware of such non-compliance.	knowledge immediately upon becoming aware of such non-compliance.	
28A.	<u>FUND REPORTS</u>		
		<p>(1) <u>Fund Reports</u> The Managers must publish at least two (2) Fund Reports in respect of each Financial Year of the Trust in order to provide all necessary information to enable Registered Holders to evaluate the performance of the Trust during the relevant period. The Trustee must cause the Managers to carry out the foregoing:</p> <p>(2) <u>Annual report</u> a) Within two (2) months of each Financial Year end, the Managers must issue the annual report of the Trust to the Securities Commission and Bursa Securities and send a copy of the same by post to each Registered Holder without charge. Upon request from any Registered Holder additional copies of the annual report of the Trust shall be sent to the Registered Holder within two (2) months after the request is received and upon payment of a reasonable sum as may be determined by the Managers and the Trustee.</p> <p>b) The Managers shall ensure that the annual report of the Trust contains the information as required by the Applicable Laws and Requirements, including Financial Statements duly audited by the Auditor. The Managers shall also ensure that the annual report is accompanied by a report of the Trustee to the Registered Holders stating whether in the Trustee's opinion the Managers has managed the Fund in that period within the limitations imposed on the investment powers of the Managers and the Trustee under this Deed and the Applicable Laws and Requirements, and if it has not done so, details of the shortcomings and the steps taken to address the same.</p> <p>(3) <u>Quarterly reports to Bursa Securities</u> The Managers must give Bursa Securities financial reports which are prepared on a quarterly basis no later than two (2) months after the end of each quarter in a Financial Year for at such other intervals as Bursa Securities may require which quarterly report</p>	<p>Insert to comply with Guideline Schedule A (4)(e)</p> <p>Sec 295 CMSA, Chap 17 of the REIT Guidelines & Clause 15.20 REIT Guidelines</p> <p>Amend in view of new definition</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>must contain all information as required under the <u>Listing Requirements</u>.</p> <p>(4) <u>Annual report of the Managers</u></p> <p>The Managers must lodge the annual report of the Managers with the Securities Commission within six (6) months of the Financial Year end of the Managers and upon request from a Registered Holder, send a copy of such annual report within two (2) months after the request is received and upon payment of a reasonable sum as may be determined by the Managers.</p> <p>(5) Notwithstanding anything contained herein, the Managers are not required to send a copy of the report to any Foreigner who is a Registered Holder who has not provided the Managers with an address within Malaysia for service of notice.</p>	<p>MMLR Para 9.22</p> <p>Section 295 CMSA, Chap 17 of the REIT Guidelines</p>
29A.		<p><u>JOINT COVENANTS OF THE MANAGEMENT COMPANY AND TRUSTEE</u></p>	
		<p>(a) <u>The Managers and the Trustee should safeguard the interest of Registered Holders;</u></p> <p>(b) <u>The Managers or the Trustee may not exercise the voting rights at any election for the appointment of a director of a corporation whose shares are so held, unless sanctioned by the Registered Holders of the Trust by way of an Ordinary Resolution;</u></p> <p>(c) <u>The Managers and the Trustee should at all times use its best endeavours to list and maintain the listing of the Trust on Bursa Securities and to comply with the Listing Requirements; and</u></p> <p>(d) <u>The Managers, the Trustee and any delegate should avoid a conflict of interest and ensure that the Trust is not disadvantaged by the transaction concerned.</u></p>	<p>Insert to comply with REIT Guidelines Schedule A (7)(a)-(e)</p>
29.		<p><u>DUTIES OF TRUSTEE</u></p> <p>(1) that he will comply with such guidelines and requirements of any relevant regulatory authority, which may be issued from time to time, and with the provisions of this Deed and any Written Law;</p>	
		<p>(1) that he it will comply with such guidelines and requirements of any relevant regulatory authority, which may be issued from time to time, and with the provisions of this Deed and any Written Law Applicable Laws and Requirements;</p>	<p>Insert new defined term</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	(2) that he will act as Trustee under the Trust herein set forth until such Trust is terminated as aforesaid or until he has retired or is removed from the Trust in the manner hereinafter provided;	(2) that he it will act as Trustee under the Trust herein set forth until such Trust is terminated as aforesaid or until he it has retired or is removed from the Trust in the manner hereinafter provided;	change to "he/his" to "it/its"
	(3) that he will exercise all due diligence and vigilance in carrying out his functions and duties and in safeguarding the rights and interests of the Registered Holders;	(3) that he it will exercise all due care, skill, diligence and vigilance in carrying out his its functions and duties and in safeguarding the rights and interests of the Registered Holders;	REIT Guidelines Schedule A (6)(b)
	(4) that he shall cause the Managers to keep proper books of accounts in relation to the Trust and proper records of all transactions, dividends, interest and income received and distributed in respect of the Fund;	(4) that he it shall cause the Managers to keep proper books of accounts Accounting Records in relation to the Trust and proper records of all transactions, dividends, interest and income received and distributed in respect of the Fund.	Insert new defined term
	(5) that he will cause those accounts to be audited at the end of each Accrual Period by the Auditor;	(5) that he it will cause those accounts the Financial Statements to be audited at the end of each Accrual Period by the Auditor;	Insert new defined term
	(6) that he will post or cause the Managers to post to each of the Registered Holders within two (2) months (or such longer period as may be permitted under any Written Law) of the end of each Accrual Period the statements of account and Auditor's report provided for by Clauses 28(3) and 28(5) hereof and Trustee's report stating whether, in the Trustee's opinion the Managers has managed the scheme in that period in accordance with the limitations imposed on the investment powers of the Managers and the Trustee under this Deed the Guidelines and securities law; and where in the Trustee's opinion the Managers have not so complied the Trustee shall disclose such matter and shall disclose the steps taken to remedy such non-compliance within two (2) months (or such longer period as may be permitted under any Written law) of the end of each Accrual period provided that the Managers are not required to send a copy of the report to any Foreigners who is a Registered Holder and has not provided the Managers with an address within Malaysia for service of notice;	(6) that he it will post or cause the Managers to post to each of the Registered Holders the Fund Reports within the time period stipulated two (2) months (or such longer period as may be permitted under any Written Law Applicable Laws and Requirements of the end of each Accrual Period the statements of account and Auditor's report provided for by Clauses 28(3) and 28(5) hereof and Trustee's report stating whether, in the Trustee's opinion the Managers has managed the scheme in that period in accordance with the limitations imposed on the investment powers of the Managers and the Trustee under this Deed, the REIT Guidelines and Securities Law; and where in the Trustee's opinion the Managers have not so complied the Trustee shall disclose such matter and shall disclose the steps taken to remedy such non-compliance within two (2) months (or such longer period as may be permitted under any Written Law of the end of each Accrual period provided that the Managers are not required to send a copy of the report to any Foreigners who is a Registered Holder and has not provided the Managers with an address within Malaysia for service of notice;	Amend to simplify and to avoid repetition and to reflect all Registered Holders entitled to receive notice of irrelative address

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(7) that he will require the Managers to keep him duly informed as to the Manager's policies regarding investment and borrowing and of any changes therein and if the Trustee is of the opinion that such policies are not in the interests of the Registered Holders, the Trustee may, after having given notice to the Managers of its opinion and duly considering any representation by the Managers, summon a meeting of Registered Holders to consider its opinion, and the actions that may be taken against the Managers;</p>	<p>(7) that he<u>it</u> will require the Managers to keep him duly informed as to the Manager's policies regarding investment and borrowing and of any changes therein and if the Trustee is of the opinion that such policies are not in the interests of the Registered Holders, the Trustee may, after having given notice to the Managers of its opinion and duly considering any representation by the Managers, summon a meeting of Registered Holders to consider its and the actions that may be taken against the Managers;</p>	Amend pronoun
	<p>(8) that he will not at any time acquire or hold shares in the Managers or allow any member of his staff to hold any post with the Managers;</p>	<p>(8) that he<u>it</u> will not at any time acquire or hold shares in the Managers or allow any member of his staff to hold any post with the Managers;</p>	Amend pronoun
	<p>(9) that he will report to the Securities Commission any breach of Clause 32 hereof or any other provision of this Deed, the Guidelines or securities law or any other matter which in the Trustee's opinion may indicate that the interest of the Registered Holders is not being served which may come within his knowledge;</p>	<p>(9) that he<u>it</u> will report to the Securities Commission any breach of Clause 32 hereof or any other provision of this Deed, the Guidelines or securities law <u>Applicable Laws and Requirements</u> or any other matter which in the Trustee's opinion may indicate that the interest of the Registered Holders is not being served which may come within his knowledge;</p>	Insert defined term Complies with Guidelines Schedule A(6)(i) change to "he/his" to "it/its"
	<p>(10) that he will ensure that if any tenant of any Property Investment is related to the Managers, pursuant to the provisions of Section 6 of the Companies Act, the terms and conditions of the tenancy agreement entered into between the Managers and such related tenant are reasonable under the then prevailing market conditions, and that the rent prescribed for therein is in accordance with the rent recommended by at least one (1) Qualified Property Valuer;</p>	<p>(10) that he<u>it</u> will ensure that <u>all Related Party Transactions are carried out in accordance with the REIT Guidelines and at arm's length and if any tenant of any Property Investment is a Related Party related to the Managers, pursuant to the provisions of Section 6 of the Companies Act</u>, the terms and conditions of the tenancy agreement entered into between the Managers and such related tenant are reasonable under the then prevailing market conditions, and that the rent prescribed for therein is in accordance with the rent recommended by at least one (1) Qualified Property Valuer;</p>	Amend to incorporate new definitions of "Related Party" and "Transactions" and incorporate REIT Guidelines
	<p>(11) that he will, while the Units are quoted on the Principal Stock Exchange, use his best endeavours to maintain the official quotation of the Units on the Principal Stock Exchange and to comply with the Listing Requirements of the Principal Stock Exchange;</p>	<p>(11) that he<u>it</u> will, while the Units are quoted on the Principal Stock Exchange, use his best endeavours to maintain the official quotation of the Units on the Principal Stock Exchange and to comply with the Listing Requirements of the Principal Stock Exchange;</p>	Amend pronoun

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(12) that he will on receipt of written requisition signed by not less than fifty (50) or one tenth in number (whichever is the less) of the Registered Holders being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations, stating the object of the meeting and the terms of any proposed resolution, convene a meeting of the Registered Holders in accordance with the provisions of Clause 36 hereof and shall serve a copy of the requisition on the Managers together with all relevant information;</p>	<p>(12) that he-it will on receipt of written requisition signed by not less than fifty (50) or one tenth in number (whichever is the less) of the Registered Holders being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations, stating the object of the meeting and the terms of any proposed resolution, convene a meeting of the Registered Holders in accordance with the provisions of Clause 36 hereof and shall serve a copy of the requisition on the Managers together with all relevant information;</p>	Amend pronoun
	<p>(13) that he will not, at any time, on his own behalf hold Units of the Fund or shares in the Managers or any relevant interests therein;</p>	<p>(13) that he-it will not, at any time, on his own behalf hold Units of the Fund or shares in the Managers or any relevant interests therein;</p>	Amend pronoun
	<p>(14) that he will ensure at all times that investments are not made to further the interest of any party related to the Managers or the Trustee and will safeguard the interests of Registered Holders;</p>	<p>(14) that he-it will ensure at all times that investments are not made to further the interest of any party related to the Managers or the Trustee and will safeguard the interests of Registered Holders;</p>	Amend pronoun
	<p>(15) that he shall, in safeguarding the interests of the Registered Holders in relation to the fees and other remuneration received by the Managers, consider whether the fees payable to the Managers in respect of the Fund are reasonable having regard to the nature, quality and extent of the services performed by the Managers, including and with reference to the amount of such fees and remuneration in relation to the size and composition of the portfolio of the Fund; the success of the Managers in meeting the investment objectives of the Fund; and the performance or appreciation of the Fund; and</p>	<p>(15) that he-it shall, in safeguarding the interests of the Registered Holders in relation to the fees and other remuneration received by the Managers, consider whether the fees payable to the Managers in respect of the Fund are reasonable having regard to the nature, quality and extent of the services performed by the Managers, including and with reference to the amount of such fees and remuneration in relation to the size and composition of the portfolio of the Fund; the success of the Managers in meeting the investment objectives of the Fund; and the performance of the Fund including income, maintenance or appreciation of the Fund; and</p>	Amend pronoun
	<p>(16) that he shall ensure that for the duration of the Trust there is a registered deed of trust in force at all times and, unless specified in writing by the Securities Commission, that the Trust has a duly appointed manager.</p>	<p>(16) that he-it shall ensure that for the duration of the Trust there is a registered deed of trust in force at all times and, unless specified in writing by the Securities Commission, that the Trust has a duly appointed manager.</p>	Amend pronoun
		<p>(17) that it shall ensure that the Managers do not use its position improperly in managing the Trust to gain, directly or indirectly, an advantage for itself or for any other person or to cause detriment to the interests of the Registered Holders;</p>	Insert to comply with REIT Guidelines Schedule A(6)(c)
		<p>(18) that it shall act as the custodian of the assets of the Trust and actively monitor the administration of the Trust by the management company to ensure that the interest of the Registered Holders are upheld at all times;</p>	Insert to comply with REIT Guidelines Schedule A(6)(E)

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		(19) <u>that it shall take and retain custody and control of the Assets of the Trust and hold the Assets of the trust in trust for the Registered Holders and where the Trustee delegates the function of custody of any investments of the Trust the Trustee shall retain control over such Assets of the Fund.</u>	Insert to comply with REIT Guidelines Schedule A(6)(h)
		(20) <u>that it should at all times, through proper and adequate supervision, ensure that the Trust is managed and administered by the Managers in accordance with the objective of the Fund, and the Applicable Laws and Requirements, and acceptable and efficacious business practices within the real estate investment trust industry.</u>	Insert to comply with REIT Guidelines Schedule A(6)(j)
		(22) <u>that it should ensure that sale, repurchase, creation, and cancellation of units of the Trust is in accordance with the Deed, and the Applicable Laws and Requirements.</u>	Insert to comply with REIT Guidelines Schedule A(6)(l)
30.	POWER AND LIABILITIES OF TRUSTEE		
		(1A) <u>The Trustee shall be entitled and is hereby authorised to perform such duties as required by the Trustee under this Deed and the Applicable laws and Requirements</u>	Schedule A 8(b)(ii)
	(1) the Trustee shall not be responsible for any loss incurred through any act, neglect, mistake or default of the Managers or of any Agent and shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or pursuant to any provision of this Deed any certificate, notice, instruction or other communication is to be given by the Managers to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers by any person or persons whose signature(s) the Trustee is for the time being authorised by the Managers to accept;	(1) the Trustee shall not be responsible for any loss incurred through any act, neglect, mistake or default of the Managers or of any Agent delegate, and shall not be under any liability on account of anything done or suffered by the Trustee in good faith in accordance with or pursuant to any provision of this Deed any certificate, notice, instruction or other communication is to be given by the Managers to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Managers by any person or persons whose signature(s) the Trustee is for the time being authorised by the Managers to accept;	Amend "Agent" to delegate
	(6) subject always to the provisions of this Trust Deed and in particular Clauses 4(3)(b), 4(3)(c) and 46 hereof and any Written Law, nothing herein shall prevent the Trustee from contracting or entering into any financial, banking or other transaction with the Managers or any Registered Holder or any company or body of any of whose shares or securities form part of the Fund or from being interested in any such contract or transaction;	(6) subject always to the provisions of this Trust Deed and in particular Clauses 4(3)(b), 4(3)(c) and 46 hereof and any Written Law Applicable Laws and Requirements, nothing herein shall prevent the Trustee from contracting or entering into any financial, banking or other transaction with the Managers or any Registered Holder or any company or body of any of whose shares or securities form part of the Fund or from being interested in any such contract or transaction;	Substitute "Applicable Laws and Requirements" for "Written Law"

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	<p>(10) before making any distribution or other payment in respect of any Units registered in the name of a Registered Holder or in respect of the Management Participation the Trustee may make such deduction as by any Written Law or by the law of any other country in which such payment or distribution is required or entitled to make in respect of any income or other taxes, charges or assessments whatsoever and the Trustee may also deduct the amount of any stamp duties or other Governmental taxes or charges payable by him or for which he might be liable in respect of such distribution or any documents signed by him in connection therewith and the Trustee may authorise the deduction of any fees payable by Registered Holders in respect of the issue of Certificates or otherwise whatsoever;</p>	<p>(10) before making any distribution or other payment in respect of any Units registered in the name of a Registered Holder or in respect of the Management Participation the Trustee may make such deduction as by any <u>Written Law Applicable Laws and Requirements</u> or by the law of any other country in which such payment or distribution is made the Trustee is required or entitled to make in respect of any income or other taxes, charges or assessments whatsoever and the Trustee may also deduct the amount of any stamp duties or other Governmental taxes or charges payable by him or for which he might be liable in respect of such distribution or any documents signed by him in connection therewith <u>and the Trustee may authorise the deduction by the Managers of any fees payable by Registered Holders in respect of the issue of Certificates or otherwise whatsoever;</u></p>	<p>Delete reference to Management Participation</p> <p>Substitute "Applicable Laws and Requirements" for "Written Law"</p>
31.	<p>RETIREMENT AND REMOVAL OF TRUSTEE</p> <p>(1) The Trustee may retire having first by deed appointed in his stead a new Trustee, or may appoint an additional Trustee, subject to the approval of such authority as may be prescribed by or under any Written Law and any relevant regulatory authority.</p> <p>(2) The Trustee may be removed and another Trustee (duly approved as aforesaid) may be appointed by Extraordinary Resolution of the Registered Holders at a duly convened meeting of which notice has been given to the Trustee and the Managers, and the Managers covenant with the Registered Holders that on receipt of the like application as is referred to in Clause 36(4) hereof they will summon a meeting of Registered Holders for the purposes of considering and if thought fit passing a resolution for the removal of the Trustee.</p>	<p>(1) The Trustee may retire having first by deed appointed in his stead a new Trustee, or may appoint an additional Trustee, subject to the approval of such authority as may be prescribed by or under any <u>Written Law Applicable Laws and Requirements and the Relevant Authorities any relevant regulatory authority.</u></p> <p>(2) The Trustee may be removed and another Trustee (duly approved as aforesaid) may be appointed by <u>Extraordinary Special Resolution</u> of the Registered Holders at a duly convened meeting of which notice has been given to the Trustee and the Managers, and the Managers covenant with the Registered Holders that on receipt of the like application as is referred to in Clause 36(4) hereof they will summon a meeting of Registered Holders for the purposes of considering and if thought fit passing a resolution for the removal of the Trustee.</p>	<p>Insert newly defined terms</p> <p>Substitute "Special" for "Extraordinary"</p>
32.	<p>DUTIES OF MANAGERS</p> <p>(2) The Managers covenant with the Trustee and each of the Registered Holders that:-</p> <p>(i) they will use their best endeavours to carry on and conduct their own business in a proper and efficient manner and to ensure that the Trust is carried on and conducted in a proper and efficient manner in accordance with acceptable and efficacious business practice in the unit trust industry;</p>	<p>(2) The Managers covenant with the Trustee and each of the Registered Holders that:-</p> <p>(i) they will use their best endeavours to carry on and conduct their own business in a proper and efficient manner in accordance with this Deed and the <u>Applicable Laws and Requirements</u> and to ensure that the Trust is carried on and conducted in a proper, <u>diligent and efficient</u> manner in</p>	<p>Amend to comply with Schedule A (4)(f)</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<p>accordance with acceptable and efficacious business practice in the unit trust real estate investment trust industry;</p>	
	<p>(ii) they will make available or ensure that there is made available to the Trustee such details as he requires with respect to all matters relating to the Trust;</p>	<p>(ii) they will make available or ensure that there is made available to the Trustee such details as he requires with respect to all matters relating to the Trust;</p>	<p>Amend to comply with REIT Guidelines SchA(4)(b)</p>
	<p>(iii) they will comply with the guidelines and requirements of any relevant regulatory authority, which may be issued from time to time, and with the provisions of this Deed and any Written Law Applicable Laws and Requirements for the time being in force relating to moneys which come into their possession which form part of the Fund and shall pay the Trustee within ten (10) days after receipt by the Managers of any money, which under this Deed, is payable to the Trustee;</p>	<p>(iii) they will comply with the guidelines and requirements of any relevant regulatory authority, which may be issued from time to time, and with the provisions of this Deed and any Written Law Applicable Laws and Requirements for the time being in force relating to moneys which come into their possession which form part of the Fund and shall pay the Trustee within ten (10) days after receipt by the Managers of any money, which under this Deed, is payable to the Trustee;</p>	<p>Substitute "Applicable Laws and Requirements" for "Written Law" Amend to comply with REIT Guidelines Schedule A(4)(b)</p>
	<p>(vi) they shall manage the assets of the Trust in the best interests of the Registered Holders in good faith and to the best of their ability and without gaining any undue advantage for itself or any related party or their officers and shall safeguard the interests of the Registered Holders;</p>	<p>(vi) they shall manage the assets of the Trust Assets of the Trust in the best interests of the Registered Holders in good faith and to the best of their ability and without gaining any undue advantage for itself or any Related Party or their officers and shall safeguard the interests of the Registered Holders</p>	<p>Insert defined term "Related Party" and "Assets of the Trust"</p>
	<p>(vii) they shall account to the Trustee for any loss in the value of the assets of the Trust where such loss has been caused by the negligence, recklessness, wilful act or omission of the Managers or any person to whom the Managers may delegate its functions;</p>	<p>(vii) they shall account to the Trustee for any loss in the value of the assets of the Trust Assets of the Trust where such loss has been caused by the negligence, recklessness, wilful act or omission of the Managers or any person to whom the Managers may delegate its functions;</p>	<p>Amend "assets of the trust" to "Assets of the Trust"</p>
	<p>(ix) they shall not hold any Units of the Fund except as provided in this Deed for purposes of complying with repurchase requests and under any Written Law and shall only transact in investments on behalf of the trusts it manages and not on behalf of any other person or on its own behalf;</p>	<p>(ix) they shall not hold any Units of the Fund except as provided in this Deed for purposes of complying with repurchase requests and under any Written Law Applicable Laws and Requirements and shall only transact in investments on behalf of the trusts it manages and not on behalf of any other person or on its own behalf;</p>	<p>Delete to permit Manager to hold Units as permitted under REIT Guidelines Complies with REIT Guidelines Schedule A(4)(d)</p>
	<p>(xi) that they shall obtain the approval of the Trustee to all acquisitions and disposals of property.</p>	<p>(xi) that they shall obtain the prior approval of the Trustee to all acquisitions and disposals of property.</p>	<p>Add "prior"</p>
<p>None</p>		<p>(xiii) that they shall act with due care, skill and diligence in managing the Trust and effectively employ the resources and</p>	<p>Insert to comply with REIT Guidelines</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
		<u>procedures necessary for the proper performance of the Trust.</u>	Schedule A(4)(g)
None		(xiv) <u>that they shall observe high standard of integrity and fair dealing in managing the Trust to the best and exclusive interest of the Registered Holders.</u>	Insert to comply with REIT Guidelines Schedule A(4)(h)
None		(xv) <u>that they should not take on lease or otherwise acquire any immovable property or any interest therein, except for the purposes of operating real estate investment trusts and those entered into in the ordinary course of business.</u>	Insert to comply with REIT Guidelines Schedule A(4)(i)
None		(xvi) <u>that they shall ensure that all Real Estate acquired are insured in the name of the Trustee and upon request by the Trustee to produce for inspection all relevant insurance policies;</u>	Insert to comply with REIT Guidelines Schedule A(4)(j)
None		(xvii) <u>that they shall take all necessary steps to ensure that the Assets of the Trust are adequately protected and properly segregated;</u> (xviii) <u>that they shall keep proper Accounting Records and other records relevant to the Trust;</u> (xix) <u>that they shall take all reasonable steps and exercise due diligence to ensure that the Fund's assets or the units of the Trust are correctly valued in accordance with the Deed, Applicable Laws and Requirements or valuation standards;</u> (xx) <u>that they shall inform the Trustee in writing of any acquisition or disposal of investments of the Trust within one (1) day after the acquisition or disposal was affected.</u>	Insert to comply with REIT Guidelines Schedule A(4)(k),(l),(m) and (o)
(3)	The Managers covenant with the Trustee that to the same extent as if the Trustee was a Director of the Managers, the Managers will:- (a) make available to the Trustee, or to any approved company auditor appointed by the Trustee, for inspection the whole of the books, accounts and documents of the Managers whether at their registered office or elsewhere;	(3) The Managers covenant with the Trustee that to the same extent as if the Trustee was a Director of the Managers, the Managers will:- (a) make available to the Trustee, or to any approved company auditor appointed by the Trustee, for inspection the whole of the books, accounts and documents of the Managers Accounting Records whether at their registered office or elsewhere;	Substitute defined term "Accounting Records"

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(b) give to the Trustee or to any such auditor such oral or written information as they require with respect to all matters relating to the undertaking, scheme or enterprise of the Managers or any property (whether acquired before or after the date of this Deed) of the Managers or otherwise relating to the affairs of the Managers; and</p> <p>(c) make available or ensure there is made available to the Trustee such information as the Trustee requires with respect to all matters relating to the undertaking scheme or enterprise to which this Deed relates.</p>	<p>(b) give to the Trustee or to any such auditor such oral or written information as they require with respect to all matters relating to the undertaking, scheme or enterprise of the Managers or any property (whether acquired before or after the date of this Deed) of the Managers or otherwise relating to the affairs of the Managers; and</p> <p>(c) make available or ensure there is made available to the Trustee such information as the Trustee requires with respect to all matters relating to the undertaking scheme or enterprise to which this Deed relates.</p>	
	<p><u>Returns To The Relevant Authorities</u></p> <p>(5) The Managers shall, unless duly exempted from doing so under the Guidelines or any Written Law lodge with the Relevant Authorities within two (2) months after the end of each Financial Year:-</p> <p>(a) a return containing a list of all persons who, at the end of the Financial Year, were Registered Holders, showing the name and address of each Registered Holder and the extent of his holding;</p> <p>(b) a summary of:-</p> <p>(i) all purchases and sales of Land and marketable securities affecting the Fund during the Financial Year; and</p> <p>(ii) all other investments affecting the Fund made during the Financial Year, showing the descriptions and quantities of those investments;</p> <p>(c) a statement of the total amount of brokerage affecting the Units of the Registered Holders paid or charged by the Managers during the Financial Year and the proportion thereof paid to any stock or sharebroker, or any partner, employee or nominee of any stock or share broker, who is an officer of the Managers and the proportion retained by the Managers;</p> <p>(d) a list of all parcels of land and marketable securities and</p>	<p><u>Returns To The Relevant Authorities</u></p> <p>(5) The Managers shall comply with the unless duly exempted from doing so under the Guidelines or any Written Law lodge submit and file with the Relevant Authorities all documents, deeds, applications, notifications and reports as may be required in accordance with the <u>Applicable Laws and Requirements</u> and within two (2) months after the end of each Financial Year-</p> <p>(e) a return containing a list of all persons who, at the end of the Financial Year, were Registered Holders, showing the name and address of each Registered Holder and the extent of his holdings</p> <p>(b) a summary of:-</p> <p>(i) all purchases and sales of Authorised Investments Land and marketable securities affecting the Fund during the Financial Year; and</p> <p>(ii) all other investments affecting the Fund made during the Financial Year, showing the descriptions and quantities of those investments;</p> <p>(e) a statement of the total amount of brokerage affecting the Units of the Registered Holders paid or charged by the Managers during the Financial Year and the proportion thereof paid to any stock or sharebroker, or any partner, employee or nominee of any stock or share broker, who is an officer of the Managers and the proportion retained by the Managers;</p>	<p>Amend to comply with CMSA & Chapter 17 REIT Guidelines</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>all other investments, held by the Trustee, as at the end of the Financial Year, showing the value of the land, securities or other investments and the basis of the valuations; and</p> <p>(c) such other statements and particulars (if any) as maybe prescribed.</p>	<p>(d) a list of all parcels of land and marketable securities and all other investments, held by the Trustee, as at the end of the Financial Year, showing the value of the land, securities or other investments and the basis of the valuations; and</p> <p>(e) such other statements and particulars (if any) as maybe prescribed.</p>	
33.	<p>RETIREMENT AND REMOVAL OF MANAGERS</p> <p>(1) (iii) if an Extraordinary Resolution that the Managers be removed is duly passed by the Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a meeting of Registered Holders called for that purpose; or</p> <p>(iv) if the Managers are in breach of their obligations under this Deed; or the Managers fail or neglect to carry out their duties under this Deed to the satisfaction of the Trustee (after reasonable notice from the Trustee thereof).</p> <p>In any of the cases aforesaid the Managers for the time being shall upon receipt of such notice by the Trustee as aforesaid, but subject as in paragraph (ii) of this sub-clause (1), cease to be the Managers and shall not be entitled thereon to receive any extra payment and/or benefit in relation thereto. Thereupon the Trustee shall by writing under his Seal appoint some other public company approved by the relevant regulatory authority as may be prescribed by or under any Written Law to be the Managers of the Trust upon and subject to such company entering into such deed or deeds as the Trustee may be advised to be necessary or desirable to be entered into by such corporation in order to secure the due performance of their duties as Managers during the remainder of the period of the Trust; but this provision shall not prejudice the right of the Trustee herein contained to terminate the Trust in any of the events in which in accordance with the provisions herein contained the right of terminating the Trust is vested in the Trustee.</p>	<p>(1)(iii) if an Extraordinary a Special Resolution that the Managers be removed is duly passed by the Registered Holders present and entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations that the Managers be removed at a meeting of Registered Holders called for that purpose; or</p> <p>(iv) if the Managers are in breach of their obligations under this Deed or the Managers fail or neglect to carry out their duties under this Deed to the satisfaction of the Trustee (after reasonable notice from the Trustee thereof).</p> <p>In any of the cases aforesaid the Managers for the time being shall upon receipt of such notice by the Trustee as aforesaid, but subject as in paragraph (ii) of this sub-clause (1), cease to be the Managers and shall not be entitled thereon to receive any extra payment and/or benefit in relation thereto. Thereupon the Trustee shall by writing under his Seal appoint some other public company approved by the Relevant Authorities relevant regulatory authority, as may be prescribed by or under any Written Law <u>Applicable Law and Requirements</u> to be the Managers of the Trust upon and subject to such company entering into such deed or deeds as the Trustee may be advised to be necessary or desirable to be entered into by such corporation in order to secure the due performance of their duties as Managers during the remainder of the period of the Trust; but this provision shall not prejudice the right of the Trustee herein contained to terminate the Trust in any of the events in which in accordance with the provisions herein contained the right of terminating the Trust is vested in the Trustee.</p>	<p>Substitute "Special" for "Extraordinary" and "Applicable Laws Requirements" for "Written Law"</p> <p>Substitute "Applicable Laws Requirements" and "Written Law"</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(2) The Managers shall have the power to retire in favour of some other public company approved in writing by the Trustee (which approval the Trustee may in his discretion give or withhold) and by the relevant regulatory authority as may prescribed by or under any Written Law upon and subject to fulfilment of the following conditions:-</p> <p>(i) the retiring Managers shall appoint such public company by writing under the Seal of the retiring Managers as Managers of the Trust in their stead and assign to such appointees all their rights and duties as such Managers; and</p> <p>(ii) the public company so appointed shall execute a deed in writing in such a form as the Trustee may require whereby such public company shall undertake to the Trustee and the Registered Holders jointly and severally all obligations of the retiring Managers hereunder and thereupon upon payment to the Trustee of all sums due to the Trustee hereunder at the date thereof the retiring Managers shall be absolved and released from all further obligations hereunder, PROVIDED THAT any release so provided for and given in accordance with this Clause 33 hereof shall not extend to any existing or antecedent neglect or default on the part of the retiring Managers or any existing or antecedent breach of their duties imposed by any Written Law or rule of law. The new Managers shall and may thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Managers hereunder as fully as though such new Managers had been originally named as a party hereto.</p>	<p>(2) The Managers shall have the power to retire in favour of some other management public-company approved in writing by the Trustee (which approval the Trustee may in his discretion give or withhold) and by the Relevant Authorities-relevant-regulatory-authority, as may prescribed by or under any Written-Law Applicable Laws and Requirements upon and subject to fulfilment of the following conditions:-</p> <p>(i) the retiring Managers shall appoint such management public company by writing under the Seal of the retiring Managers as Managers of the Trust in their stead and assign to such appointees all their rights and duties as such Managers; and</p> <p>(ii) the management public-company so appointed shall execute a deed in writing in such a form as the Trustee may require whereby such management public company shall undertake to the Trustee and the Registered Holders jointly and severally all obligations of the retiring Managers hereunder and thereupon upon payment to the Trustee of all sums due to the Trustee hereunder at the date thereof the retiring Managers shall be absolved and released from all further obligations hereunder, PROVIDED THAT any release so provided for and given in accordance with this Clause 33 hereof shall not extend to any existing or antecedent neglect or default on the part of the retiring Managers or any existing or antecedent breach of their duties imposed by any Applicable Laws and Requirements or rule of law. The new Managers shall and may thereafter exercise all the powers and enjoy all the rights and shall be subject to all the duties and obligations of the Managers hereunder as fully as though such new Managers had been originally named as a party hereto.</p>	<p>Substitute defined terms; i.e. "management company" and "Applicable Laws and Requirements"</p> <p>Substitute defined terms; i.e. "management company"</p> <p>Substitute defined terms; i.e. "management company" and "Applicable Laws and Requirements"</p>
	<p>(3) Prior to the Appointed Date upon any removal or retirement of Pelaburan Hartanah Nasional Berhad as Managers and new Managers being appointed who are not related to PNB in the manner mentioned at the end of Clause 36(2) hereof, PNB shall remain entitled to all Units which PNB hold or are deemed to hold and PNB shall be entitled to require the Trustee to issue to PNB a Certificate or Certificates in respect thereof (if not previously issued) and to be registered in the Register in respect thereof (if not previously registered) and thereafter to have and exercise all rights of a Registered Holder of such Units including the right to vote at meetings of Registered Holders</p>	<p>(3) Prior to the Appointed Date upon any removal or retirement of Pelaburan Hartanah Nasional Berhad as Managers and new Managers being appointed who are not related to PNB in the manner mentioned at the end of Clause 36(2) hereof, PNB shall remain entitled to all Units which PNB hold or are deemed to hold and PNB shall be entitled to require the Trustee to issue to PNB a Certificate or Certificates in respect thereof (if not previously issued) and to be registered in the Register in respect thereof (if not previously registered) and thereafter to have and exercise all rights of a Registered Holder of such Units including the right to vote at meetings of Registered Holders</p>	<p>Delete as not applicable after listing</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>and the provisions of Clauses 11(8) to (10) hereof shall cease to be binding on PNB.</p> <p>(4) The new Managers shall be entitled to require the removed or retiring Managers to hand over to the new Managers all Management Participation Units, if any held by the removed or retiring Managers, provided that the same are paid for by the new Managers at the appropriate price in accordance with the provisions applicable at the time that the new Managers take over their duties from the removed or retiring Managers.</p>	<p>and the provisions of Clauses 11(9) to (10) hereof shall cease to be binding on PNB.</p> <p>(4) The new Managers shall be entitled to require the removed or retiring Managers to hand over to the new Managers all Management Participation Units, if any held by the removed or retiring Managers, provided that the same are paid for by the new Managers at the appropriate price in accordance with the provisions applicable at the time that the new Managers take over their duties from the removed or retiring Managers.</p>	Delete reference to Management Participation
35.	<p>THE AUDITOR</p> <p>(1) Subject to sub-clause (2) of this Clause, the Auditor, who shall be a member of a recognised Accountancy profession and an Approved Company Auditor, shall be appointed by the Trustee on their commendation of the Managers and shall hold office, subject to the succeeding sub-clauses of this Clause, until such time as he may be removed from office or may voluntarily retire by notice in writing to the Trustee. The Auditor may also be the auditors of the Managers.</p> <p>(2) If at any time a Resolution that the Auditor be requested to retire is passed by Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations and holding not less than two thirds of the Units in issue at a duly convened meeting of which notice (specifying the intention to propose such resolution) has been given to the Trustee and the Managers as well as the Registered Holders then and in such event the Trustee shall by notice in writing to the Auditor remove him and shall appoint such other qualified person to be the Auditor as a majority in value of the Registered Holders present in person or by proxy at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations at a duly convened meeting of which notice has been given as aforesaid may nominate, or (failing such nomination) as the Managers shall nominate.</p>	<p>(1) Subject to sub-clause (2) of this Clause, the Auditor, who shall be a member of a recognised Accountancy profession and an Approved Company Auditor, shall be appointed by the Trustee on their commendation of the Managers and shall hold office, subject to the succeeding sub-clauses of this Clause, until such time as he may be removed from office or may voluntarily retire by notice in writing to the Trustee. The Auditor may also be the auditors of the Managers.</p> <p>(2) If at any time a Resolution that the Auditor be requested to retire is passed by Registered Holders present and being entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations and holding not less than two thirds of the Units in issue at a duly convened meeting of which notice (specifying the intention to propose such resolution) has been given to the Trustee and the Managers as well as the Registered Holders then and in such event the Trustee shall by notice in writing to the Auditor remove him and shall appoint such other qualified person to be the Auditor as a majority in value of the Registered Holders present in person or by proxy at a duly convened meeting of which notice has been given as aforesaid may nominate, or (failing such nomination) as the Managers shall nominate.</p>	<p>Amend in light of new definition for "Approved Company Auditor"</p> <p>Amend to remove two third requirement to comply with Guideline 16.13</p>
36.	<p>MEETINGS OF THE REGISTERED HOLDERS</p> <p>(1) Either the Trustee or the Managers may at any time convene a meeting of the Registered Holders.</p>	<p>(1) Either the Trustee or the Managers may at any time convene a meeting of the Registered Holders.</p>	

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(2) (a) Prior to the Appointed Date not less than fourteen (14) clear days' notice shall be given of every meeting in accordance with Clause 37, and such notice shall specify the general nature of the business to be transacted.</p> <p>(b) After the Appointed Date the following provisions shall have effect:</p> <p>(i) Not less than fifteen (15) Market Days' notice of every meeting convened to pass an Extraordinary Resolution and not less than ten (10) Market Days' notice of every meeting convened for any other purpose shall be given in accordance with the provisions of Clause 37. Any such notice shall be accompanied by an explanatory circular specifying clearly the general nature of the business to be transacted at the meeting and the explanatory circular shall be submitted to the Principal Stock Exchange for their approval not less than two (2) weeks before printing.</p> <p>(ii) In addition, the Trustee or the Managers shall cause such notice to be advertised in a daily newspaper with a national circulation in Malaysia. Such advertisement shall be published in the said newspaper ten (10) Market Days (fifteen (15) Market Days in the case of an Extraordinary Resolution) before the date of the meeting, and the Principal Stock Exchange shall be notified of the meeting.</p>	<p>(2) (a) Prior to the Appointed Date not less than fourteen (14) clear days' notice shall be given of every meeting in accordance with Clause 37, and such notice shall specify the general nature of the business to be transacted.</p> <p>(b) After the Appointed Date the following provisions shall have effect:</p> <p>(i) Not less than fifteen (15) Market Days' notice of every meeting convened to pass an Extraordinary Special Resolution and not less than ten (10) Market Days' notice of every meeting convened for any other purpose shall be given in accordance with the provisions of Clause 37. Any such notice shall be accompanied by an explanatory circular specifying clearly the general nature of the business to be transacted at the meeting and the explanatory circular shall be submitted to the Principal Stock Exchange for their approval not less than two (2) weeks before printing.</p> <p>(ii) In addition, the Trustee or the Managers shall cause such notice to be advertised in a national language daily newspaper with a national circulation in Malaysia and in one (1) other newspaper as may be approved by the Securities Commission. Such advertisement shall be published in the said newspapers at least ten (10) Market Days (fifteen (15) Market Days in the case of an Extraordinary Special Resolution) before the date of the meetings, and the Principal Stock Exchange shall be notified of the meeting.</p> <p>a) At least fourteen (14) days' notice in writing of any meeting (twenty one (21) days in the case of the annual general meeting or a meeting where a Special Resolution is to be passed) of Registered Holders shall be given by the Managers (or by the Trustee if the Managers fail to give such notice within fourteen (14) days from a request by the Trustee):</p> <p>(i) by sending a notice by post of the proposed meeting at least fourteen (14) days (twenty one (21) days in the case of the annual general meeting or a meeting where a Special Resolution to be passed) before the date of the proposed</p>	<p>Not applicable after listing</p> <p>Amend to comply with Listing Requirements and Guideline 15.35A</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(c) Subject always to:-</p> <p>(i) any special permission that may be given pursuant to the provisions of this Trust Deed to any Registered Holder, who is otherwise unable to vote or to be counted in a quorum, by the Securities Commission to vote and be counted in the quorum present at any particular meeting and any adjournment thereof and compliance with any conditions imposed by the Securities Commission; and</p> <p>(ii) any direction given by the Securities Commission that the Units or any part of the Units held by PNB shall be deemed to be in issue for the purposes of this Clause, while PNB is related to the Managers</p> <p>the following provisions of this sub-clause 2(c) to Clause 36 shall have effect namely:-</p> <p>The Managers and any parties related to the Managers, while Registered Holders shall be entitled to receive notice of and to attend at any meeting of the Registered Holders in respect of Units which they hold or are deemed to hold. The Managers and such related parties shall not be entitled to vote in respect of matters dealing with the purchase or sale of investments by or</p>	<p>meeting to each Registered Holder at his last known address on the Record of Depositors in accordance with the provisions of Clause 37. Any such notice shall be accompanied by an explanatory circular specifying clearly the general nature of the business to be transacted at the meeting and the explanatory circular shall be submitted to the Principal Stock Exchange for their approval not less than two (2) weeks before printing.</p> <p>(ii) by publishing at least fourteen (14) days meeting (twenty one (21) days in the case of the annual general meeting or a meeting where a Special Resolution to be passed) before the date of the proposed meeting, and advertisement giving notice of the meeting in a nationally circulated Bahasa Malaysia or English daily newspaper; and</p> <p>(iii) in writing to the Trustee, the Securities Commission and Bursa Securities.</p> <p>(c) Subject always to:-</p> <p>(i) any special permission that may be given pursuant to the provisions of this Trust Deed to any Registered Holder, who is otherwise unable to vote or to be counted in a quorum, by the Securities Commission to vote and be counted in the quorum present at any particular meeting and any adjournment thereof and compliance with any conditions imposed by the Securities Commission; and</p> <p>(ii) any direction given by the Securities Commission that the Units or any part of the Units held by PNB shall be deemed to be in issue for the purposes of this Clause, while PNB is related to the Managers.</p> <p>the following provisions of this sub-clause 2(c) to Clause 36 shall have effect namely:-</p> <p>The Managers and any parties related to the Managers, while Registered Holders shall be entitled to receive notice of and to attend at any meeting of the Registered Holders in respect of Units which they hold or are deemed to hold. The Managers and such related parties shall not be entitled to vote at any meeting of the Trust in respect of matters dealing with the purchase or sale of</p>	<p>Amend to comply with Guideline 15.37</p> <p>Amend to comply with the REIT Guidelines 15.48 &</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>from the Trust</p>	<p>investments by or from the Trust. The right of a Related Party of the Manager to vote and/or be counted in the quorum in respect of its Units shall be as provided in the Applicable Laws and Requirements.</p>	<p>15.49 and Schedule A (4)(d)</p>
	<p>(2A) The restriction contained in Clause 36(2) above that the Managers or PNB or any other parties related to the Managers are not to be counted in the quorum for a meeting in respect of Units held by or deemed to be held by them, shall not apply to any meeting and any adjournment thereof, convened prior to the Units being quoted on the Principal Stock Exchange at which the Registered Holders will be asked to pass an Extraordinary Resolution approving the amendments to this Deed which have been agreed between the Managers and the Trustee to be desirable and in the interest of the Trust, subject always to that meeting a written notice from the Securities Commission in respect of that meeting and any adjournment thereof stating that such restriction shall not apply to that meeting. In such event, Units held by or deemed to be held by the Managers or PNB or held by any other parties related to the Managers shall be treated as being in issue for the purposes of Clause 36(16) hereof and the Managers, PNB or any other parties related to the Managers shall be counted in the quorum present at that meeting and any adjournment thereof. The other restrictions contained in this Clause shall give the Managers, PNB or any other parties related to the Managers the right to vote at that meeting or any adjournment thereof in respect of Units registered in their names.</p>	<p>(2A) The restriction contained in Clause 36(2) above that the Managers or PNB or any other parties related to the Managers are not to be counted in the quorum for a meeting in respect of Units held by or deemed to be held by them, shall not apply to any meeting and any adjournment thereof, convened prior to the Units being quoted on the Principal Stock Exchange at which the Registered Holders will be asked to pass an Extraordinary Resolution approving the amendments to this Deed which have been agreed between the Managers and the Trustee to be desirable and in the interest of the Trust, subject always to the Managers receiving prior to that meeting a written notice from the Securities Commission in respect of that meeting and any adjournment thereof stating that such restriction shall not apply to that meeting. In such event, Units held by or deemed to be held by the Managers or PNB or held by any other parties related to the Managers shall be treated as being in issue for the purposes of Clause 36(16) hereof and the Managers, PNB or any other parties related to the Managers shall be counted in the quorum present at that meeting and any adjournment thereof. The other restrictions contained in this Clause shall give the Managers, PNB or any other parties related to the Managers the right to vote at that meeting or any adjournment thereof in respect of Units registered in their names.</p>	<p>Delete provisions for meetings convened before listing</p>
	<p>(3) At a meeting convened by the Trustee or the Manager some person nominated by the Trustee (whether a Registered Holder or not) shall preside, and if such a person is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Registered Holders present and entitled to vote under the provisions of this Deed and subject to the Foreign Ownership Regulations shall choose from amongst themselves a person to preside as Chairman. Both on a vote on a show of hands and on a poll, in the event of an equality of votes the Chairman shall have a casting vote in addition to any vote or votes to which he may be entitled as a Registered Holder.</p>	<p>(3) At a meeting convened by the Trustee or the Manager or the Registered Holders some person nominated by the Registered Holders (whether a Registered Holder or not) shall preside, and if such a person is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Registered Holders present and entitled to vote under the provisions of this Deed or, where no such appointment is made, by a nominee of the Trustee and subject to the Foreign Ownership Regulations shall choose from amongst themselves a person to shall preside as Chairman. Both on a vote on a show of hands and on a poll, in the event of an equality of votes the Chairman shall have a casting vote in addition to any vote or votes to which he may be entitled as a Registered Holder.</p> <p>At a meeting convened by the Manager a person appointed by the</p>	<p>Amend to comply with Guideline 15.38</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(5) Subject always to sub-clause (2)(c) of this Clause 36 and Clause 4(3)(i), and 17(1A) hereof every Registered Holder shall subject to this Deed and the provisions of the Foreign Ownership Regulations be entitled to attend and vote at every meeting of Registered Holder and on a show of hands every Registered Holder who is present in person or by proxy shall have one (1) vote, provided that if a person is present in the capacity of a Registered Holder and a proxy for more than one Registered Holder he shall only be entitled to exercise one (1) vote on a show of hands. In the case of joint holders of a Unit only one of the holders may vote in respect of that Unit and in the event that more than one of them is present at a meeting only the more senior of them, determined by the order in which their names appear in the Register, shall be entitled to vote.</p>	<p>Manager (whether a Registered Holder or not) shall preside as Chairman.</p> <p>(5) Subject always to sub-clause (2)(c) of this Clause 36 and Clause 4(3)(ii), and 17(1A) hereof every Registered Holder shall subject to this Deed and the provisions of the Foreign Ownership Regulations be entitled to attend and vote at every meeting of Registered Holder and on a show of hands every Registered Holder who is present in person or by proxy shall have one (1) vote, provided that if a person is present in the capacity of a Registered Holder and a proxy for other Registered Holders or as proxy for more than one Registered Holder he shall only be entitled to exercise one (1) vote on a show of hands. In the case of joint holders of a Unit only one of the holders may vote in respect of that Unit and in the event that more than one of them is present at a meeting only the more senior of them, determined by the order in which their names appear in the Register, shall be entitled to vote.</p>	<p>Amend to correct cross reference and delete reference to Joint Holders which is not relevant for listed REIT</p>
<p>(7)(i)</p> <p>(ii)</p>	<p>Every question arising at any general meeting of Registered Holders which is to be decided by ordinary resolution shall be decided by a show of hands unless a poll is demanded in accordance with the provisions herein contained or as required by Written Law. Every question arising at a general meeting of Registered Holders which is to be decided by Resolution or which is to be measured by a percentage of the voters present shall be decided by a poll.</p> <p>A poll may be demanded either before or after any question is put to a show of hands by the Chairman of the meeting, the Trustee, the Managers or by Registered Holders holding (or representing by proxy) between them not less than one-tenth of the total number of Units then in Issue, save and except that, while the Units are quoted on the Principal Stock Exchange a poll may be demanded by Registered Holders holding (or representing by proxy) between them not less than one-twentieth (1/20th) of the Units then in issue. Unless a poll is required in any event as provided in sub-clause (i) of this Clause or is so demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.</p>	<p>(7)(i) Every question arising at any general meeting of Registered Holders which is to be decided by ordinary resolution shall be decided by a show of hands unless a poll is demanded in accordance with the provisions herein contained or as required by Written Law <u>Applicable Laws and Requirements</u>. Every question arising at a general meeting of Registered Holders which is to be decided by Extraordinary Special or Majority Resolution or which is to be measured by a percentage of the voters present shall be decided by a poll.</p> <p>(ii) A poll may be demanded either before or after any question is put to a show of hands by the Chairman of the meeting, the Trustee, the Managers or by Registered Holders holding (or representing by proxy) between them not less than one-tenth of the total number of Units then in Issue, save and except that, while the Units are quoted on the Principal Stock Exchange a poll may be demanded by Registered Holders holding (or representing by proxy) between them not less than one-twentieth (1/20th) of the Units then in issue. Unless a poll is required in any event as provided in sub-clause (i) of this Clause or is so demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.</p>	<p>Substitute "Applicable Laws and Requirements" for "Written Law" and "Special " for "Extraordinary"</p> <p>Amend to comply with Main Market Listing Requirements (MMLR) Appendix 4A para 4.08(1)</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(11) Subject always to the provisions of Clauses 17(1A) and sub-clauses (2) and (12) upon of this Clause 36 and the Foreign Ownership regulations upon a poll every Registered Holder who is not a Foreigner present in person or by proxy shall have one (1) vote for every Unit held by him.</p>	<p>(11) Subject always to the provisions of Clauses 17(1A) and sub-clauses (2) and (12) upon of this Clause 36 and the Foreign Ownership regulations upon a poll every Registered Holder who is not a Foreigner present in person or by proxy shall have one (1) vote for every Unit held by him.</p>	<p>Delete as there is no restriction on voting by foreign holders</p>
	<p>(12) (a) Without the consent of the Managers no person shall be appointed a proxy who is not a Registered Holder, provided that where a company is a Registered Holder the proxy may be any officer of such company. While the Units are quoted on the Principal Stock Exchange, a proxy appointed by a Registered Holder instead of or in addition to another Registered Holder may be an advocate and solicitor, an approved company auditor or a person approved by the Registrar of Companies, Malaysia, in a particular case as his proxy and no prior consent of the Managers to such an appointment shall be necessary.</p>	<p>(12)(a) Without the consent of the Managers no person shall be appointed a proxy who is not a Registered Holder, provided that where a company is a Registered Holder the proxy may be any officer of such company. While the Units are quoted on the Principal Stock Exchange, a proxy appointed by a Registered Holder instead of or in addition to another Registered Holder may be an advocate and solicitor, an approved company auditor or a person approved by the Registrar of Companies, Malaysia, in a particular case as his proxy and no prior consent of the Managers to such an appointment shall be necessary.</p> <p>A Registered Holder shall be entitled to appoint another person (whether a Registered Holder or not) as his proxy to attend and vote at any meeting. Where a Registered Holder is a corporation, its duly authorised representative shall be entitled to attend and vote at any meeting of the Registered Holders, and shall be entitled to appoint another person (whether a Registered Holder or not) as its proxy to attend and vote</p>	<p>Amend to comply with MMLR Appendix 4A (para 4.08(1))</p>
	<p>(13) Every instrument of proxy whether for a specific meeting or otherwise shall as nearly as circumstances admit be in the following form or in such other form as the Trustee may agree with the Managers.</p> <p>I/We being a Registered Holder of Units in the Amanah Harta Tanah PNB hereby appoint of as my/our proxy to vote for me/us and on my/our behalf at the meeting of Registered Holders to be held on the day of 19..... and at any adjournment thereof SIGNED by the said on the day of 19... in the presence of:</p> <p>(Witness's signature) (Signature)</p>	<p>(13) Every instrument of proxy whether for a specific meeting or otherwise shall as nearly as circumstances admit be in the following form or in such other form as the Trustee may agree with the Managers.</p> <p>I/We being a Registered Holder of Units in the Amanah Harta Tanah PNB hereby appoint of as my/our proxy to vote for me/us and on my/our behalf at the meeting of Registered Holders to be held on the day of 19..... and at any adjournment thereof SIGNED by the said on the day of 19... in the presence of:</p> <p>(Witness's signature) (Signature)</p>	<p>Amend year</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>(14) The instrument appointing a proxy shall be duly stamped and deposited at the office of the Managers or their Agents charged with the responsibility for the maintenance of the Register not less than forty-eight (48) hours before the time of holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.</p>	<p>(14) The instrument appointing a proxy shall be duly stamped and deposited at the office of the Managers or their Agents the Registrar charged with the responsibility for the maintenance of the Register not less than forty-eight (48) hours before the time of holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.</p>	<p>Amend to "Registrar" to</p>
	<p>(16) The quorum for a meeting shall be Registered Holders entitled to vote at general meeting under the provisions of this Deed and subject to the Foreign Ownership Regulations present in person or by proxy registered as holding not less than one quarter of the Units in Issue save and except that, while the Units are quoted on the Principal Stock Exchange, the quorum for a meeting convened to pass an Extraordinary Resolution shall be at least five (5) Registered Holders present in person or by proxy holding at least fifteen per centum (15%) of the Units in issue carrying the right to vote at that meeting, and for any other meeting shall be at least five (5) Registered Holders present in person or by proxy holding at least ten per centum (10%) of the Units in Issue carrying the right of vote at that meeting. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.</p>	<p>(16) The quorum for a meeting shall be Registered Holders present in person or by proxy registered as holding not less than ten per cent (10%) of the Units of the relevant class and carrying the right to vote at that meeting, save and except that, while the Units are quoted on the Principal Stock Exchange, the quorum for a meeting convened to pass an Extraordinary Special Resolution shall be at least five (5) Registered Holders present in person or by proxy holding at least fifteen twenty five per centum (15 25%) of the Units in issue carrying the right to vote at that meeting, and for any other meeting shall be at least five (5) Registered Holders present in person or by proxy holding at least ten per centum (10%) of the Units in Issue carrying the right of vote at that meeting. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.</p>	<p>Amend to conform to REIT Guidelines (15.39)</p>
37.	<p>NOTICES</p> <p>(1) Subject to sub-clause (4) of Clause 36 any notice required to be given to a Registered Holder hereunder shall be deemed to have been duly given if it be in writing and either delivered or sent by post in a prepaid envelope addressed to him at his address appearing in the Register or the Record of Depositors and in the case of joint Registered Holders the address of whichever of such Holder is named first on the Register or the Record of Depositors or if he has no registered address in Malaysia to the address, if any, supplied by him to the Managers for service of notice and any such notice shall be deemed to be served on the seventh day following that on which the same is posted. Subject to Clause 17(1A) a Foreigner shall not be entitled to receive notices unless he supplies to the Managers an address for service within Malaysia. Service upon such Foreigner at such address in Malaysia shall be deemed good and effectual service.</p>	<p>(1) Subject to sub-clause (4) of Clause 36 any notice required to be given to a Registered Holder hereunder shall be deemed to have been duly given if it be in writing and either delivered or sent by post in a prepaid envelope addressed to him at his address appearing in the Register or the Record of Depositors and in the case of joint Registered Holders the address of whichever of such Holder is named first on the Register or the Record of Depositors or if he has no registered address in Malaysia to the address, if any, supplied by him to the Managers for service of notice and any such notice shall be deemed to be served on the seventh day following that on which the same is posted. Subject to Clause 17(1A) a Foreigner shall not be entitled to receive notices unless he supplies to the Managers an address for service within Malaysia. Service upon such Foreigner at such address in Malaysia shall be deemed good and effectual service.</p>	<p>Delete reference to Joint Holders which is not relevant for listed REIT</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
44.	<p>RESTRICTION ON THE DESTRUCTION OF DOCUMENTS</p> <p>The Trustee (or the Managers on its behalf) shall (subject as hereinafter provided) be entitled to destroy:-</p> <p>(a) all forms of application for Units and forms of transfer at any time after the expiration of twelve (12) years from the date on which the applicant or transferee ceased to be a Registered Holder or if there shall have been taken and retained microfilm recordings thereof at any time after the expiration of three (3) years from the date of the issue of Units pursuant to the application or the transfer and all such application or the transfer and all such microfilm recordings at any time after the expiration of twelve (12) years from the date on which the applicant or transfer ceased to be a Registered Holder;</p> <p>(b) all Certificates and other forms of record of Registered Holders entitlement to Units, if any, and dividend mandates which have been cancelled at any time after the expiration of three (3) years from the date of cancellation thereof;</p> <p>(c) all notifications of change of address or identity card number after the expiration of three (3) years from the date of the recording thereof; all forms of proxy in respect of any Meeting of Registered Holders three (3) years from the date of the Meetings at which the same are used; and</p> <p>(d) all registers statements and other records and documents relating to the Trust at any time after the expiration of six (6) years from the termination of the Trust.</p> <p>Neither the Trustee nor the Managers shall be under any liability whatsoever in consequence thereof and unless the contrary be proved every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered and every Certificate and other forms of Record of Registered Holders entitlement to Units, if any, so destroyed shall be deemed to have been a valid Certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof PROVIDED ALWAYS that:-</p> <p>(i) the provisions aforesaid shall apply only to the destruction of a</p>	<p>The Trustee (or the Managers on its behalf) shall (subject as hereinafter provided) be entitled to destroy:-</p> <p>(a) all forms of application for Units and forms of transfer at any time after the expiration of twelve (12) years from the date on which the applicant or transferee ceased to be a Registered Holder or if there shall have been taken and retained microfilm recordings thereof at any time after the expiration of three (3) years from the date of the issue of Units pursuant to the application or the transfer and all such microfilm recordings at any time after the expiration of twelve (12) years from the date on which the applicant or transfer ceased to be a Registered Holder;</p> <p>(b) all Certificates and other forms of record of Registered Holders entitlement to Units, if any, and dividend mandates which have been cancelled at any time after the expiration of three (3) years from the date of cancellation thereof;</p> <p>(c) all notifications of change of address or identity card number after the expiration of three (3) years from the date of the recording thereof; all forms of proxy in respect of any Meeting of Registered Holders three (3) years from the date of the Meetings at which the same are used; and</p> <p>(d) all registers statements and other records and documents relating to the Trust at any time after the expiration of six (6) years from the termination of the Trust.</p> <p>Neither the Trustee nor the Managers shall be under any liability whatsoever in consequence thereof and unless the contrary be proved every instrument of transfer so destroyed shall be deemed to have been a valid and effective instrument duly and properly registered and every Certificate and other forms of Record of Registered Holders entitlement to Units, if any, so destroyed shall be deemed to have been a valid Certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed shall be deemed to have been a valid and effective document in accordance with the recorded particulars thereof PROVIDED ALWAYS that:-</p> <p>(i) the provisions aforesaid shall apply only to the destruction of a</p>	<p>Delete all references to Certificates</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;</p> <p>(ii) nothing in this Clause 44 shall be construed as imposing upon the Trustee or the Managers any liabilities in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (i) of this Clause 44 are not fulfilled; and</p> <p>(iii) references herein to the destruction of any document include references to the disposal thereof in any manner.</p>	<p>document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;</p> <p>(ii) nothing in this Clause 44 shall be construed as imposing upon the Trustee or the Managers any liabilities in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (i) of this Clause 44 are not fulfilled; and</p> <p>(iii) references herein to the destruction of any document include references to the disposal thereof in any manner.</p>	
46.	<p>NO LOANS TO MANAGERS OR TRUSTEES OR RELATED COMPANIES</p> <p>It is hereby acknowledged and the Managers and the Trustee covenant with each other and each of the Registered Holders that no moneys available for investment under this Deed may be invested in or lent to the Managers or to the Trustee or their representatives or to any company (other than a prescribed corporation referred to in Section 38(7) of the Companies Act or which has been prescribed for such purposes by any Written Law for the time being in force) which is by virtue of any Written Law deemed to be related to the Managers or the Trustee.</p>	<p>NO LOANS TO MANAGERS OR TRUSTEES OR RELATED COMPANIES</p> <p>It is hereby acknowledged and the Managers and the Trustee covenant with each other and each of the Registered Holders that no moneys available for investment under this Deed may be invested in or lent to the Managers or to the Trustee or their representatives or to any company (other than a prescribed corporation referred to in Section 38(7) of the Companies Act or which has been prescribed for such purposes by any <u>Written Law</u> <u>Applicable Laws and Requirements</u> for the time being in force) which is, <u>by virtue of any Written Law deemed to be a Related Party of related to the Managers or the Trustee.</u></p>	<p>Substitute “Applicable Laws and Requirements” for “Written Law” and “Related Party”</p>
47.	<p>ALTERATIONS TO TRUST DEED</p> <p>(1) Prior to the Appointed Date amendments shall be made to this Deed setting out the additions which may be made pursuant to Clause 13(2) hereof, and the deductions which may be made pursuant to Clause 14(2) hereof, on a sale or purchase of Units by the Managers, and such other amendments will be made to this Deed as are in the opinion of the Managers necessary or convenient or expedient to enable the Units to be the quoted on the Principal Stock Exchange and, or in order to comply with or take advantage of any further or amended guidelines for property unit trusts issued by the Securities Commission or any other authority or regulations made by any relevant regulatory authority or exemption granted in relation to any guideline or regulation issued by any relevant regulatory authority. Such amendments will be incorporated in a supplemental trust deed.</p> <p>(2) After the Appointed Date the Managers and the Trustee may (with the prior approval of the Securities Commission, the Principal</p>	<p>(1) Prior to the Appointed Date amendments shall be made to this Deed setting out the additions which may be made pursuant to Clause 13(2) hereof, and the deductions which may be made pursuant to Clause 14(2) hereof, on a sale or purchase of Units by the Managers, and such other amendments will be made to this Deed as are in the opinion of the Managers necessary or convenient or expedient to enable the Units to be the quoted on the Principal Stock Exchange and, or in order to comply with or take advantage of any further or amended guidelines for property unit real estate investment trusts issued by the Securities Commission or any other guidelines or regulations made by any relevant regulatory authority or exemption granted in relation to any guideline or regulation issued by any relevant regulatory authority. Such amendments will be incorporated in a supplemental trust deed.</p>	<p>Delete provision as not applicable after listing</p>
	<p>(2) After the Appointed Date the Managers and the Trustee may (with the prior approval of the Securities Commission, the Principal</p>	<p>the prior approval of the Securities Commission, the Principal Stock</p>	<p>Amend to</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>Stock Exchange and any relevant regulatory authority or other approval required under any Written Law) by deed supplemental hereto make:-</p> <p>(i) the amendments and additions to this Deed required to give effect to the provisions of sub-clause (1) of this Clause 47; and</p> <p>(ii) any other amendment or addition to this Deed in such manner and to such extent as they may consider expedient for any purpose; provided that either the sanction of an Extraordinary Resolution or a statement from the Trustee and the Managers certifying that in their opinion such alteration, amendment or addition to this Deed does not materially prejudice the interest of the Registered Holders and does not operate to release the Trustee or the Managers from any responsibility to the Registered Holders shall be required or unless the modification or amendment is one which the Trustee and the Managers consider appropriate to comply with the Guidelines or any direction of any relevant authority.</p>	<p>Exchange and any relevant regulatory authority or other approval required under any Written Law-Applicable Laws and Requirements by deed supplemental hereto make:-</p> <p>(i) the amendments and additions to this Deed required to give effect to the provisions of sub-clause (1) of this Clause 47; and</p> <p>(ii) any other amendment or addition to this Deed in such manner and to such extent as they may consider expedient for any purpose; provided that either the sanction of an Extraordinary Special Resolution or a statement from the Trustee and the Managers certifying that in their opinion such alteration, amendment or addition to this Deed does not materially prejudice the interest of the Registered Holders and does not operate to release the Trustee or the Managers from any responsibility to the Registered Holders shall be required or unless the modification or amendment is one which the Trustee and the Managers consider appropriate to comply with the REIT Guidelines or any direction of any relevant authority.</p>	<p>“Applicable Laws and Requirements”</p>
48.	<p>(3) After the Appointed Date and while the Units are listed on the Principal Stock Exchange no alteration, deletion or addition shall be made to this Deed without the prior approval of the Principal Stock Exchange and an Extraordinary Resolution of the Registered Holders at a duly convened meeting.</p> <p>ACTIONS TO BE TAKEN ON ALTERATION OF TRUST DEED</p> <p>(1) Copies of this Deed and of any Supplemental Deed executed under Clause 47 hereof and a statement containing particulars of the investments for the time being constituting the Fund shall at all reasonable times be open to inspection by any intending applicant for the purchase of Units or the Registered Holders at the principal place of business of the Trustee and of the Managers and at any place in which a duplicate register has been established and the Managers shall at the request of a Registered Holder and upon payment by him to the Managers of a sum to be determined by the Managers but not exceeding Ringgit Malaysia Ten (RM10.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time supply such Registered Holder with a copy of this Principal Deed and/or any supplemental deed and/or the said statement.</p>	<p>(2) After the Appointed Date and wWhile the Units are listed on the Principal Stock Exchange no alteration, deletion or addition shall be made to this Deed without the prior approval of the Principal Stock Exchange and an Extraordinary Majority Resolution of the Registered Holders at a duly convened meeting.</p>	<p>Amend to “Majority Resolution”</p>
		<p>(1) Copies of this Deed and of any Supplemental Deed executed under Clause 47 hereof and a statement containing particulars of the investments for the time being constituting the Fund shall at all reasonable times be open to inspection by any intending applicant for the purchase of Units or the Registered Holders without charge at the principal place of business of the Trustee and of the Managers and at any place in which a duplicate register has been established and the Managers shall at the request of a Registered Holder and upon payment by him to the Managers of a sum to be determined by the Managers but not exceeding Ringgit Malaysia Ten (RM10.00) or such other sum as may be required by the Managers and permitted by the Principal Stock Exchange (if applicable) from time to time supply such Registered Holder with a copy of this Principal the Deed and/or any supplemental deed and/or the said statement.</p>	<p>Amend provisions in respect of inspection of Deed to comply with Clause 15.20 REIT Guidelines and delete reference to duplicate Register</p>

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
49.	<p>TRUSTEE MAY ACT BY ITS GAZETTED AUTHORISED OFFICERS</p> <p>(1) The Trustee may act by its authorised officers for the time being and the Trustee shall furnish the Managers with the specimen signatures of such authorised officers and such officers shall have powers to exercise for or on behalf of the Trustee all of any of the powers or authorities exercisable by the Trustee under the provisions of this Deed subject to the provisions of the Public Trust Corporation Act, 1995.</p>	<p>(1) The Trustee may act by its authorised officers for the time being and the Trustee shall furnish the Managers with the specimen signatures of such authorised officers and such officers shall have powers to exercise for or on behalf of the Trustee all of any of the powers or authorities exercisable by the Trustee under the provisions of this Deed or <u>Applicable Laws and Requirements</u>, subject to the provisions of the Public Trust Corporation Act, 1995.</p>	Delete inapplicable terms and legislation
55.	<p>FIXING OF APPOINTED DATE</p> <p>The Managers with the prior written approval of the Trustee may, in their unfettered discretion, decide when the Units may first be quoted on the Principal Stock Exchange.</p>	<p>The Managers with the prior written approval of the Trustee may, in their unfettered discretion, decide when the Units may first be quoted on the Principal Stock Exchange.</p>	Not applicable after listing
55A.	<p>INSPECTION OF DOCUMENTS</p> <p>None</p>	<p><u>The Managers and the Trustee shall make copies of this Deed, any supplementary deed executed pursuant to Clause 47, any prospectus, supplementary prospectus, latest Fund Reports, and any other documents stipulated under the REIT Guidelines available at all times during ordinary business hours for inspection without charge by the Registered Holders or investors at their respective principal place of business. Registered Holders may purchase a copy of the Deed, supplementary deed, prospectus, supplementary prospectus or Fund Report from the Managers or Trustee at a reasonable fee as may be determined by the Managers</u></p>	15.20 REIT Guidelines
58.	<p>AMENDMENT TO GUIDELINES</p> <p>(1) This Deed has been drawn up in such manner so as to accommodate and contain the requirements of all Written Law including the guidelines of the Relevant Authorities. Notwithstanding Clause 47 hereof, in the event the applicable provisions of the said guidelines are from time to time amended, modified or varied or exemptions given or implied under or virtue of the said guidelines or such amendment, modification or variation this Deed shall be read and construed and have effect as if such amendment, modification, variation or exemption had been inserted</p>	<p>(1) This Deed has been drawn up in such manner so as to accommodate and contain the requirements of all <u>Applicable Laws and Requirements</u> Written Law including the guidelines of the Relevant Authorities. Notwithstanding Clause 47 hereof, in the event the applicable provisions of the said guidelines are from time to time amended, modified or varied or exemptions given or implied under or virtue of the said guidelines or such amendment, modification or variation this Deed shall be read and construed and have effect as if such amendment, modification, variation or exemption had been</p>	Insert new defined terms

CLAUSE	EXISTING DEED	PROPOSED AMENDMENT	RATIONALE
	<p>or authorised herein, without the necessity of having this Deed amended by a supplemental deed unless required by the amending law or requirement or rule.</p>	<p>inserted or authorised herein, without the necessity of having this Deed amended by a supplemental deed unless required by the amending law or requirement or rule.</p>	
	<p>(2) Notwithstanding anything herein contained in the event that exemptions and variations to the Guidelines are given, the Managers and Trustee shall not be absolved from any duty and liability under any relevant law.</p>	<p>(2) Notwithstanding anything herein contained in the event that exemptions and variations to the REIT Guidelines are given, the Managers and Trustee shall not be absolved from any duty and liability under any relevant law.</p>	<p>Insert new defined terms</p>

[The rest of this page is intentionally left blank]

FURTHER INFORMATION

1. Directors' Responsibility Statement

This Circular has been seen and approved by the Board and they individually and collectively accept full responsibility for the accuracy of the information given in this Circular and confirm that after having made all reasonable enquiries and 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 in this Circular false or misleading.

2. Consents

MIDF Investment, being the Principal Adviser for the Proposals, has given and has not subsequently withdrawn its written consent to the inclusion in the Circular of its name and all references thereto in the form and context in which it appears in this Circular.

3. Declaration on Conflict of Interest

MIDF Investment is related to the Manager by virtue of the common ultimate major shareholder, PNB. MIDF Investment is a wholly-owned subsidiary of Malaysian Industrial Development Finance Berhad, which is wholly-owned by PNB.

Save as disclosed above, MIDF Investment is not aware of any potential conflict of interest which exists or likely to give rise to a possible conflict of interest situation by virtue of MIDF Investment's appointment as Principal Adviser for the Proposals:

Notwithstanding the above, MIDF Investment is of the opinion that its role as the Principal Adviser does not give rise to potential conflict of interest given the followings:

- (i) MIDF Investment is a licensed investment bank which provides its customers with extensive range of financial solutions. MIDF Investment offers investment banking services which include, amongst others, corporate finance and advisory, underwriting services, loan syndications, capital market and treasury products. As such, the abovementioned facilities represent transactions entered into in the ordinary course of business.

The conduct of MIDF Investment is regulated strictly by the Financial Services Act 2013, the CMSA and its internal control policies and procedures to ensure that conflict of interest does not arise.

- (ii) The REITs industry is highly regulated in Malaysia as the role of a trustee and manager in the REIT structure is strictly governed in accordance with the provisions of the deed as well as relevant guidelines issued by the SC to protect the interest of the unitholders of a REIT.

4. Material Litigation, Claim and Arbitration

AHP is not engaged in any material litigation, claim and/or arbitration, either as plaintiff or defendant or otherwise, which has a material effect on the financial position of AHP and the Board is not aware of any proceedings, pending or threatened against AHP or of any facts likely to give rise to any proceedings which might materially and adversely affect the financial position and business of AHP.

5. Material Commitments and Contingent Liabilities

(i) Material commitments

As at the LPD, the Board has confirmed that to the best of its knowledge and belief, there are no material commitments incurred or known to be incurred by AHP.

(ii) Contingent Liabilities

As at the LPD, the Board has confirmed that to the best of its knowledge and belief, there are no contingent liability incurred or known to be incurred by AHP, which upon becoming enforceable, may have a material impact on the financial position of AHP.

6. Documents Available for Inspection

Copies of the following documents will be available for inspection at the office of PHNB at 31st Floor, Balai PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur, during normal business hours from Mondays to Fridays (except on public holidays) from the date of this Circular up to and including the date of the forthcoming EGM:

- (i) the Principal Deed and the Supplementary Deeds;
- (ii) the draft First Restated Deed;
- (iii) the audited financial statements of AHP for the past two (2) FYE 31 December 2013 and FYE 31 December 2014; and
- (iv) the letter of consent and conflict of interest referred to in Section 2 and 3 above.

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AMANAH HARTA TANAH PNB

(a real estate investment trust constituted under the laws of Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the extraordinary general meeting (“EGM”) of unit holders of Amanah Harta Tanah PNB (“AHP”) will be held at The Theatre, Level 2 of Menara PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur on Thursday, 26 March 2015 at 3.45 p.m. or immediately after the conclusion of the Third (3rd) Annual General Meeting of AHP which will be held on the same date at the same venue, whichever is later or at any adjournment thereof (as the case maybe) for the purpose of considering and, if thought fit, passing the following resolution (with or without modifications):

SPECIAL RESOLUTION 1

- PROPOSED AMENDMENT FOR ACQUISITION AND DISPOSAL FEES

“**THAT** subject to the approvals being obtained from all relevant authorities and/or parties, where required, approval be and is hereby given to the Manager, Pelaburan Hartanah PNB Berhad, (“Managers”) to adopt the Proposed Amendment For Acquisition and Disposal Fees as set out in 2.1 of the Circular dated 5 March 2015 and to modify the Deed dated 20 March 1989, as previously amended by the First Supplementary Deed dated 6 November 1990, the Second Supplementary Deed dated 18 December 1990, the Third Supplementary Deed dated 12 March 1999 and the Fourth Supplementary Deed dated 15 January 2010; constituting AHP (collectively, the “Principal Deed”) by including a new clause 25(6A) by way of a supplemental deed incorporating the restatement of the Deed in its entirety as the new deed governing AHP (“First Restated Deed”) pertaining to the authorisation for the payment to the Managers of acquisition and disposal fees of 1.0% of the acquisition price and 0.5% of the disposal price respectively of any real estate and single purpose companies (as defined in the REIT Guidelines) purchased or disposed, directly or indirectly by AHP and to be paid to PHNB upon completion of such acquisition or disposal, as the case may be, in cash or in Units in AHP **AND THAT** the provisions on the Proposed Amendment for Acquisition and Disposal Fees will be effective from the date of registration of the First Restated Deed with the Securities Commission Malaysia;

AND THAT, the Managers and AmanahRaya Trustees Berhad, the Trustee of AHP (“Trustee”) acting for and on behalf of AHP, be and are hereby authorised to do all such acts and things as they may consider expedient or necessary to give effect to the Proposed Amendment for Acquisition and Disposal Fees with full powers to assent to any condition, modification, variation and/or amendments as may be required and/or permitted by the authorities.

AND FURTHER THAT the Managers and the Trustee, acting for and on behalf of AHP, are to do all such acts, deeds and/or things, including executing such documents and deeds as may be required, in order to implement, finalise and complete the Proposed Amendment for Acquisition and Disposal Fees.”

SPECIAL RESOLUTION 2

- PROPOSED AMENDMENT FOR INVESTMENT OBJECTIVE

“**THAT** subject to the approvals being obtained from all relevant authorities and/or parties, where required, approval be and is hereby granted to the Managers to modify the Deed as set out in 2.2 of the Circular dated 5 March 2015 by including in the proposed First Restated Deed a new Clause 1A expressly providing for the investment objective of AHP **AND THAT** the provisions on the Proposed Amendment for Investment Objective will be effective from the date of registration of the First Restated Deed with the Securities Commission Malaysia;

AND THAT, the Managers and the Trustee acting for and on behalf of AHP, be and are hereby authorised to do all such acts and things as they may consider expedient or necessary to give effect to the Proposed Amendment for Investment Objective with full powers to assent to any condition, modification, variation and/or amendments as may be required and/or permitted by the authorities.”

AND FURTHER THAT the Managers and the Trustee, acting for and on behalf of AHP, are to do all such acts, deeds and/or things, including executing such documents and deeds as may be required, in order to implement, finalise and complete the Proposed Amendment for Investment Objective.”

SPECIAL RESOLUTION 3

- PROPOSED AMENDMENT FOR PLEDGING OF TRUST’S ASSETS TO SECURE BORROWINGS AND INCREASE IN BORROWING LIMIT

“**THAT** subject to the approvals being obtained from all relevant authorities and/or parties, where required, approval be and is hereby granted to the Managers to modify the Deed as set out in 2.3 of the Circular dated 5 March 2015 by amending Clauses 9(1), 9(2) and 9(3) of the Deed by way of the First Restated Deed to permit the Managers, with the consent of the Trustee, to pledge assets of the Trust to secure borrowings by AHP subject to the REIT Guidelines and to increase the present borrowing limit from ten per centum (10%) of the Gross Asset Value of the Trust on the Market Day prior to that on which the borrowing is incurred to fifty per centum (50%) of the total asset value on the day the borrowing is incurred unless a higher limit is approved by an Ordinary Resolution of the Unit Holders, being the maximum permissible under the REIT Guidelines **AND THAT** the provisions on the Proposed Amendment for Pledging of Trust’s Assets to Secure Borrowings and Increase in Borrowing Limit will be effective from the date of registration of the First Restated Deed with the Securities Commission Malaysia.

AND THAT, the Managers and the Trustee acting for and on behalf of AHP, be and are hereby authorised to do all such acts and things as they may consider expedient or necessary to give effect to the Proposed Amendment for Pledging of Trust’s Assets to Secure Borrowings and Increase in Borrowing Limit with full powers to assent to any condition, modification, variation and/or amendments as may be required and/or permitted by the authorities.

AND FURTHER THAT the Managers and the Trustee, acting for and on behalf of AHP, are to do all such acts, deeds and/or things, including executing such documents and deeds as may be required, in order to implement, finalise and complete the Proposed Amendment for Pledging of Trust’s Assets to Secure Borrowings and Increase in Borrowing Limit.”

SPECIAL RESOLUTION 4

- PROPOSED OTHER AMENDMENTS

“**THAT** subject to the approvals being obtained from all relevant authorities and/or parties, where required, approval be and is hereby granted to the Manager to modify the Deed as set out in 2.4 of the Circular dated 5 March 2015 by way of the First Restated Deed to adopt the Proposed Other Amendments as set out in Section 2.4 of this Circular with effect from the date of registration of the First Restated Deed with the Securities Commission.

AND THAT the Managers and the Trustee be and are hereby authorised to do all such acts and things as they may consider expedient or necessary to give effect to the aforementioned Proposed Other Amendments with full powers to assent to any condition, modification, variation and/or amendments as may be required and/or permitted by the authorities.

AND FURTHER THAT the Managers and the Trustee, acting for and on behalf of AHP, are to do all such acts, deeds and/or things, including executing such documents and deeds as may be required, in order to implement, finalise and complete the Proposed Other Amendments.”

ORDINARY RESOLUTION

- PROPOSED APPROVAL FOR EXPENSES RELATED TO THE PROPOSED AMENDMENTS

“**THAT** subject to the approval for waiver being obtained from the Securities Commission Malaysia, approval be and is hereby granted to the Managers to be reimbursed out of the Gross Income of the Fund any expenses relating to the Proposed Amendments and the Proposed Approval for Expenses Related to the Proposed Amendments, the convening and holding of the Extraordinary General Meeting, expenses related to the modification of the Deed and the execution and registration of the First Restated Deed.

AND THAT the Managers and the Trustee be and are hereby authorised to do all such acts and things as they may consider expedient or necessary to give effect to the aforementioned Proposed Approval for Expenses Related to the Proposed Amendments with full powers to assent to any condition, modification, variation and/or amendments as may be required and/or permitted by the authorities.

AND FURTHER THAT the Managers and the Trustee, acting for and on behalf of AHP, are to do all such acts, deeds and/or things, including executing such documents and deeds as may be required, in order to implement, finalise and complete the Proposed Approval for Expenses Related to the Proposed Amendments.”

BY ORDER OF THE BOARD

**Pelaburan Hartanah Nasional Berhad (175967-W)
(as the Manager of Amanah Harta Tanah PNB)**

Adibah Khairiah binti Ismail @ Daud (MIA 13755)

Company Secretary
Kuala Lumpur
5 March 2015

Notes:

1. A Unit Holder who is entitled to attend the meeting is entitled to appoint up to two (2) proxies to attend instead of him. Where a Unit Holder intends to appoint two proxies, the appointment shall be invalid unless the Unit Holder specifies the proportions of his/her holdings to be represented by each proxy. A proxy must be a Unit Holder except with the consent of the Manager unless the Unit Holder is a corporation who shall be entitled to appoint any officer (whether a Unit Holder or not) as its proxy to attend.
2. In the case of a vote to be taken by show of hands, every Registered Unit Holder who is present in person or by proxy shall have one (1) vote. In the event that a Registered Unit Holder appoints two (2) proxies, only the First Proxy shall vote on behalf of the Registered Unit Holders.
3. If a person is present in the capacity of a Registered Unit Holder and a proxy for another Registered Unit Holder or as proxy for more than one (1) Registered Unit Holders he shall be entitled to exercise only one (1) vote on a show of hands.
4. Where a Unit Holder is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint a proxy in respect of each securities account it holds in units standing to the credit of the said securities account.
5. The instrument appointing a proxy shall be in writing under the hand of the appointer or of its attorney duly authorised in writing or if such appointer is a corporation either under its common seal or under the hand of an officer or attorney so authorised.
6. The instrument appointing proxy shall be deposited at the office of the appointed Registrar of AHP, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor not less than forty eight (48) hours before the time appointed for holding the EGM or any adjournment thereof.
7. Only Unit Holders whose names appear in the Records of Depositors as at 20 March 2015 shall be entitled to attend and speak at the EGM or appoint proxy(ies) to attend on his behalf.



AMANAH HARTA TANAH PNB

(a real estate investment trust constituted under the laws of Malaysia)

FORM OF PROXY

I/ We _____ NRIC/ Company No. _____

Telephone no. _____ of _____

being a Registered Unit Holder of Amanah Harta Tanah PNB ("AHP") hereby appoint:

	Full Name, Address and Telephone No.	NRIC No.	Proportion of Unit Holdings to be Represented
1 st Proxy			

and/ or failing whom (to delete whichever is not applicable):

	Full Name, Address and Telephone No.	NRIC No.	Proportion of Unit Holdings to be Represented
2 nd Proxy			

or failing whom, the Chairman of the meeting as my/our proxy/proxies to attend and vote on my/our behalf the Extraordinary General Meeting of AHP to be held at the Theatre, Level 2 of Menara PNB, 201-A, Jalan Tun Razak, 50400 Kuala Lumpur on 26 March 2015 at 3.45 p.m. or immediately after the conclusion of the Third (3rd) Annual General Meeting of AHP which will be held on the same date at the same venue, whichever is later or at any adjournment thereof (as the case maybe).

No.	Special Resolutions	For	Against
1	Proposed Amendment for Acquisition and Disposal Fees		
2	Proposed Amendment for Investment Objective		
3	Proposed Amendment for Pledging of Trust's Assets to Secure Borrowings and Increase in Borrowing Limit		
4	Proposed Other Amendments		

No.	Ordinary Resolution	For	Against
1	Proposed Approval for Expenses Related to the Proposed Amendments		

Please indicate with an "X" in the space provided above as to how you wish your vote to be casted. In the absence of specific directions, your proxy/ proxies will vote or abstain from voting on the resolution at his/their discretion.

Dated this _____ day of March, 2015

Number of Units Held	
CDS Account No.	

Signature/ Seal of Unit Holder



Notes:

1. A Unit Holder who is entitled to attend the meeting is entitled to appoint up to two (2) proxies to attend instead of him. Where a Unit Holder intends to appoint two proxies, the appointment shall be invalid unless the Unit Holder specifies the proportions of his/her holdings to be represented by each proxy. A proxy must be a Unit Holder except with the consent of the Manager unless the Unit Holder is a corporation who shall be entitled to appoint any officer (whether a Unit Holder or not) as its proxy to attend.
2. In the case of a vote to be taken by show of hands, every Registered Unit Holder who is present in person or by proxy shall have one (1) vote. In the event that a Registered Unit Holder appoints two (2) proxies, only the First Proxy shall vote on behalf of the Registered Unit Holders.
3. If a person is present in the capacity of a Registered Unit Holder and a proxy for another Registered Unit Holder or as proxy for more than one (1) Registered Unit Holders he shall be entitled to exercise only one (1) vote on a show of hands.
4. Where a Unit Holder is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint a proxy in respect of each securities account it holds in units standing to the credit of the said securities account.
5. The instrument appointing a proxy shall be in writing under the hand of the appointer or of its attorney duly authorised in writing or if such appointer is a corporation either under its common seal or under the hand of an officer or attorney so authorised.
6. The instrument appointing proxy shall be deposited at the office of the appointed Registrar of AHP, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor not less than forty eight (48) hours before the time appointed for holding the Meeting or any adjournment thereof.
7. Only Unit Holders whose names appear in the Records of Depositors as at 20 March 2015 shall be entitled to attend and speak at the Meeting or appoint proxy(ies) to attend on his behalf.

Fold this flap for sealing

Then fold here

AFFIX
STAMP

SYMPHONY SHARE REGISTRARS SDN BHD
(Registrar for Amanah Harta Tanah PNB)
Level 6, Symphony House
Pusat Dagangan Dana 1
Jalan PJU 1A/ 46
47301 Petaling Jaya
Selangor Darul Ehsan

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