

INFORMATION MEMORANDUM

THIS INFORMATION MEMORANDUM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION AND IS TO BE READ IN CONJUNCTION WITH THE INCOME DISTRIBUTION REINVESTMENT PLAN ("IDRP") STATEMENT ("STATEMENT") HEREIN. TERMS DEFINED IN THE STATEMENT SHALL HAVE THE SAME MEANING WHEN USED HEREIN UNLESS THE CONTEXT REQUIRES OTHERWISE.

IF YOU WISH TO PARTICIPATE IN THE IDRP, YOU MUST COMPLETE AND RETURN THE IDRP FORM ("IDRF") TO SYMPHONY SHARE REGISTRARS SDN BHD, THE REGISTRAR FOR THE IDRP ("REGISTRAR"), SUCH THAT IT REACHES THE REGISTRAR ON OR BEFORE THE EXPIRY DATE (AS DEFINED HEREIN). IF YOU DECIDE TO RECEIVE YOUR ENTIRE THIRD INTERIM INCOME DISTRIBUTION (AS DEFINED HEREIN) ENTITLEMENT IN CASH ONLY, YOU DO NOT NEED TO TAKE ANY ACTION. THE PAYMENT OF THE TOTAL THIRD INTERIM INCOME DISTRIBUTION WILL BE MADE TO YOU ON THE PAYMENT DATE (AS DEFINED HEREIN) AS PER THE ARRANGEMENT THAT YOU HAVE DECIDED.



REAL ESTATE INVESTMENT TRUST

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

INFORMATION MEMORANDUM IN RELATION TO THE IDRP THAT ALLOWS UNITHOLDERS OF AXIS REAL ESTATE INVESTMENT TRUST ("AXIS-REIT") TO REINVEST THEIR INCOME DISTRIBUTION IN NEW UNITS IN AXIS-REIT ("UNITS")

Adviser



Maybank Investment Bank Berhad (15938-H)
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Board of Directors of Axis REIT Managers Berhad:

YAM Tunku Dato' Seri Shahabuddin bin Tunku Besar Burhanuddin (*Independent Non-Executive Chairman*)

Dato' Abas Carl Gunnar bin Abdullah (*Executive Deputy Chairman*)

Tew Peng Hwee @ Teoh Peng Hwee (*Non-Independent Non-Executive Director*)

George Stewart LaBrooy (*Executive Director/Chief Executive Officer*)

Dato' Fateh Iskandar bin Tan Sri Dato' Mohamed Mansor (*Independent Non-Executive Director*)

Mohd Sharif bin Hj Yusof (*Independent Non-Executive Director*)

Lao, Yin Yong Lee (*Non-Independent Non-Executive Director*)

Alex Lee Lao (*Alternate to Dato' Abas Carl Gunnar bin Abdullah*)

To: The Entitled Unitholders of Axis-REIT

Dear Sir/Madam,

The Board of Directors of Axis REIT Managers Berhad ("**Board**"), the management company of Axis-REIT ("**Manager**"), had on 17 October 2011, declared a third interim income distribution in respect of the period from 1 July 2011 to 30 September 2011 of 4.30 sen per Unit (of which 4.20 sen per Unit is taxable and 0.10 sen per Unit is non-taxable in the hands of unitholders of Axis-REIT ("**Unitholders**")) ("**Third Interim Income Distribution**").

The IDRP was approved by the Unitholders at the Unitholders' Meeting held on 26 July 2011. Following the said approval, the Board has decided that the IDRP shall apply to the Third Interim Income Distribution, in which the gross electable portion of 2.10 sen per Unit (of which 2.00 sen per Unit is taxable and 0.10 sen per Unit is non-taxable in the hands of Unitholders) ("**Electable Portion**") out of the Third Interim Income Distribution of 4.30 sen per Unit can be elected to be reinvested in new Units and the remaining portion of 2.20 sen per Unit (which is taxable in the hands of Unitholders) will be paid in cash.

The IDRP provides you with the option to elect to reinvest the entire Electable Portion or part of the Electable Portion based on the proportion as determined by the Board, in new Units ("**Reinvestment Option**"). In this regard, the Board has determined the proportion of the Electable Portion in which the Unitholders can elect to reinvest in new Units will be 1.00 sen per Unit (which is taxable in the hands of Unitholders) of the Electable Portion, and the remaining 1.10 sen per Unit (of which 1.00 sen per Unit is taxable and 0.10 sen per Unit is non-taxable in the hands of Unitholders) of the Electable Portion will be paid in cash. If the Unitholders elect not to participate in the IDRP, then the Electable Portion will be paid wholly in cash.

This Information Memorandum is issued in connection with the IDRP. If you elect to participate in the IDRP, you must complete and sign the IDRPF contained in the Notice of Election ("**NOE**") and submit it to the Registrar such that it reaches the Registrar on or before the last date and time as specified below.

The new Units will be issued to you at the issue price of RM2.30 per Unit as determined on 17 October 2011 ("**Price-Fixing Date**"). The issue price of RM2.30 per Unit is based on the 5-day volume weighted average market price ("**VWAMP**") of the Units up to and including 14 October 2011, being the last trading day prior to the Price-Fixing Date of RM2.44 per Unit, and after adjusting for a discount of RM0.14 per Unit which is approximately 5.7% discount to the 5-day VWAMP of RM2.44 per Unit.

Any issuance of new Units pursuant to the IDRP is subject to the terms and conditions stated in the Statement and the NOE (including the IDRPF) issued by Axis-REIT. The number of new Units and the amount of cash that are set out in the IDRPF have been computed based on your entitlement for the Third Interim Income Distribution as at 1 November 2011 ("**Book Closure Date**").

You will receive the Electable Portion in cash if you do not expressly elect in writing to participate in the IDRP according to its terms. As such, you need not take any action if you wish to receive your Electable Portion in cash.

Last date and time to submit the IDRPF	: Tuesday, 29 November 2011 at 5.00 p.m., or such other date and time as may be extended by the Board at its sole discretion ("Expiry Date")
Payment of the Third Interim Income Distribution to Unitholders	: Friday, 9 December 2011 ("Payment Date")
Issuance and allotment of new Units to Unitholders	: Friday, 9 December 2011

By order of the Board of the Manager

Registrar

Yeoh Chong Keat (MIA 2736)
Rebecca Leong Siew Kwan (MAICSA 7045547)
Company Secretaries
14 November 2011

Symphony Share Registrars Sdn Bhd (378993-D)
Level 6, Symphony House
Pusat Dagangan Dana 1
Jalan PJU 1A/46
47301 Petaling Jaya
Selangor Darul Ehsan
Peti Surat 9150, Pejabat Pos Kelana Jaya
46785 Petaling Jaya
Selangor Darul Ehsan
Helpdesk Telephone no.: +603 7849 0777
Facsimile no.: +603 7841 8151/8152

THIS INFORMATION MEMORANDUM IS DATED 14 NOVEMBER 2011.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT



REAL ESTATE INVESTMENT TRUST

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

Income Distribution Reinvestment Plan Statement

(Abbreviations and definitions, unless where the context requires otherwise, shall be as set out in Section 2 below of the Terms and Conditions governing this Income Distribution Reinvestment Plan Statement).

This Income Distribution Reinvestment Plan Statement (“**Statement**”) contains the terms and conditions (“**Terms and Conditions**”) of the Income Distribution Reinvestment Plan of Axis Real Estate Investment Trust (“**Axis-REIT**” or “**Fund**”) (“**IDRP**”) under which persons registered in the Record of Depositors as the holders of the Units (“**Unitholders**”) may, in relation to any cash income distribution declared by the Board of Directors of Axis REIT Managers Berhad (“**Board**”), the management company of Axis-REIT (“**Manager**”), be given an option to reinvest the whole or a portion of such Income Distribution (as defined below) in new Units as the Board may, in its absolute discretion determine:

- (i) elect to receive the Electable Portion (as defined below) in cash; or
- (ii) elect to reinvest the entire Electable Portion in new Units credited as fully paid-up at an issue price to be determined on the Price-Fixing Date; or
- (iii) elect to receive part of the Electable Portion in cash, and to reinvest the remaining part of the Electable Portion in new Units credited as fully paid-up at an issue price to be determined on the Price-Fixing Date in the proportion to be determined by the Board in its absolute discretion; and
- (iv) where applicable, receive the Remaining Portion (as defined below) in cash.

For the avoidance of doubt, all gross Income Distribution with respect to the Electable Portion and the Remaining Portion will be subject to the usual withholding tax. The net Income Distribution (net of withholding tax) will either be paid in cash and/or reinvested in new Units at its equivalent amount (as the case may be).

There is no tax advantage to be gained by Unitholders in any of the abovementioned options elected.

SUMMARY OF MAIN FEATURES OF THE IDRP

Whenever a cash income distribution (either an interim or final income distribution) (“**Income Distribution**”) is announced, the Board may, in its absolute discretion, determine that the IDRP will apply to the whole or a portion of the Income Distribution and where applicable, any remaining portion of the Income Distribution will be paid in cash (“**Remaining Portion**”).

Unless the Board has determined that the IDRP will apply to a particular Income Distribution, the Income Distribution concerned will be paid in cash to the Unitholders in accordance with the current mode of payment.

For the purpose of computing the number of new Units to be issued under the IDRP, the issue price of such new Units shall not be more than 10% discount to the 5-day volume weighted average market price (“**VWAMP**”) of the Units immediately before the Price-Fixing Date. An announcement on the Book Closure Date will be made after the Price-Fixing Date.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

The IDRP provides Unitholders with options in respect of the Electable Portion to elect to receive the Electable Portion in cash, or to elect to reinvest the entire Electable Portion in new Units credited as fully paid-up at an issue price to be determined on the Price-Fixing Date, or to elect to receive part of the Electable Portion in cash, and to reinvest the remaining part of the Electable Portion in new Units credited as fully paid-up at an issue price to be determined on the Price-Fixing Date in the proportion to be determined by the Board in its absolute discretion as it deems fit. Under the present laws of Malaysia, there is no brokerage or other material transaction costs payable on new Units allotted and issued under the IDRP.

All Unitholders are eligible to participate in the IDRP, subject to the restrictions described below.

The new Units to be issued under the IDRP shall, upon allotment and issue, rank equally in all respects with existing Units except that the new Units will not be entitled to any distributable income, right, benefit, entitlement and/or any other distributions that may be declared before the Allotment Date.

Unitholders participating in the IDRP will receive notification letters setting out, among others, the number of new Units allotted to them under the IDRP.

HOW TO PARTICIPATE

Participation in the IDRP is optional and not transferable. A Unitholder wishing to reinvest in new Units in respect of any Electable Portion to which a notice of election (in such form as the Board may approve) ("**Notice of Election**") received by him relates, should complete the Notice of Election and return it to the Manager by delivery to the registrar for the IDRP ("**Registrar**"), Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor Darul Ehsan or such other addresses as may be announced by the Board from time to time.

A Unitholder receiving more than 1 Notice of Election and wishing to reinvest the entire or part of the Electable Portion (or part thereof) in new Units in respect of all of his entitlement to the Electable Portion must complete all Notices of Election received by him and return the completed Notices of Election to the Registrar. Unitholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in new Units. Where any particular Notice of Election is not elected upon, the Income Distribution relating thereto will be paid in cash.

To be effective in respect of any Electable Portion to which a Notice of Election relates, such duly completed and signed Notice of Election must be received by the Registrar no later than the Expiry Date.

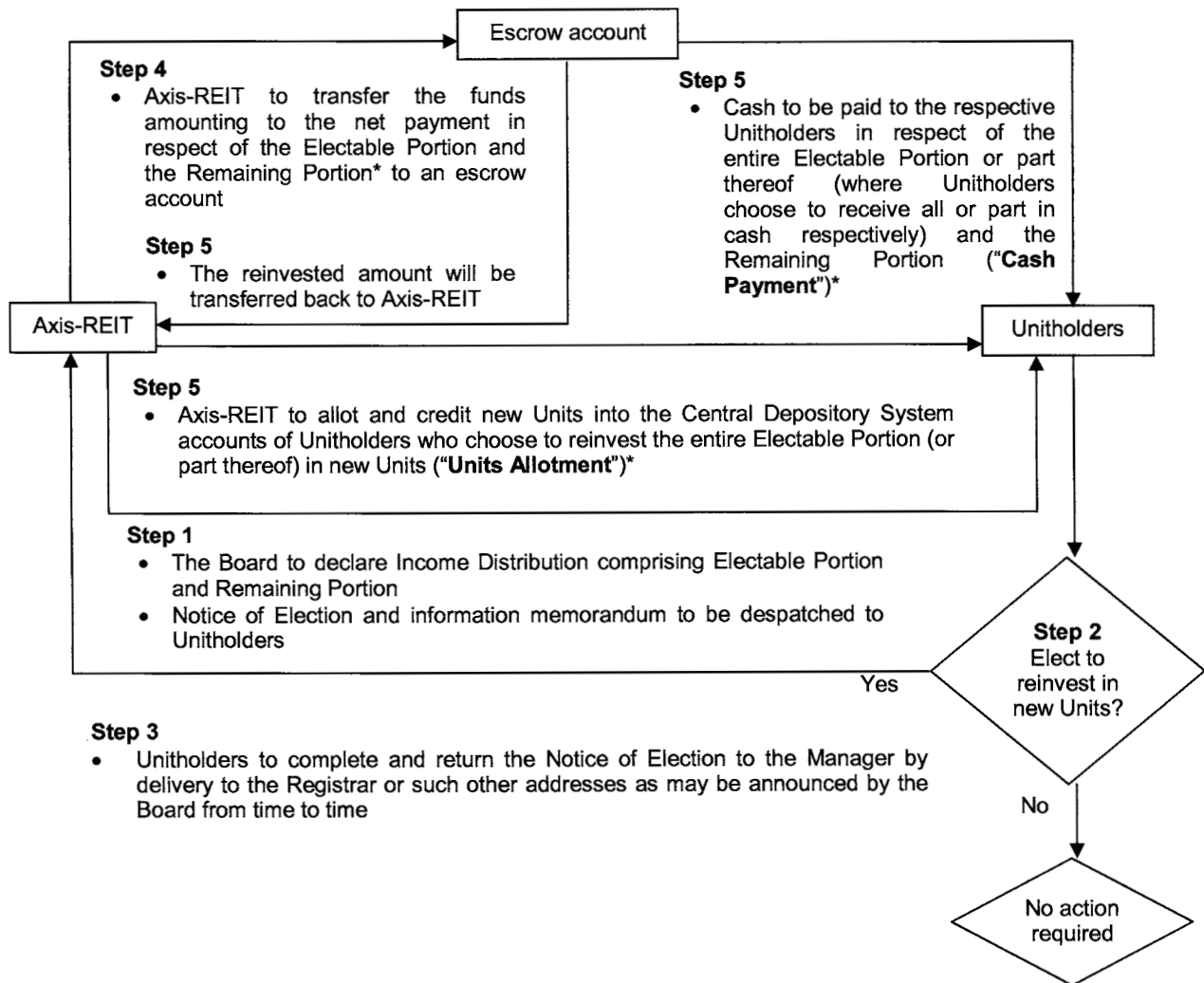
All Unitholders are eligible to participate in the IDRP, subject to:

- any restriction in respect of the holding of the Units which may be imposed by any statute law, regulation or contractual obligation of the Unitholders whereby participation in the IDRP would result in a breach of such restrictions; and
- any Unitholder who may be restricted by any provision in the Deed from participating in the IDRP.

However, Unitholders should note that to avoid any violation on the part of the Manager of the securities laws applicable outside Malaysia, the Notice of Election will not be sent to Overseas Unitholders unless they provide the Manager with an address in Malaysia.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

The process flow chart in relation to any Income Distribution and the IDRP is set out below:



Notes:

* All gross Income Distribution with respect to the Electable Portion and the Remaining Portion will be subject to the usual withholding tax. The net Income Distribution (net of withholding tax) will either be paid in cash and/or reinvested in new Units at its equivalent amount (as the case may be).

In respect of Step 5, Unitholders should note that the Cash Payment and Units Allotment will occur on the same day, which will be within the time period as may be permitted by the relevant authorities.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

TERMS AND CONDITIONS OF THE IDRП

1. Establishment

The IDRП has been established by the Board and the administration of the plan shall be determined by the Board in its absolute discretion.

2. Terms and Conditions

In these Terms and Conditions:

“**Allotment Date**” shall mean the date on which the new Units are allotted and issued under the IDRП, which shall be within 8 Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities;

“**Book Closure Date**” shall mean book closure date in relation to the Income Distribution to which the IDRП applies;

“**Bursa Securities**” shall mean Bursa Malaysia Securities Berhad;

“**Code**” shall mean the Malaysian Code on Take-Overs and Mergers, 2010 as amended from time to time;

“**Deed**” shall mean the Deed dated 3 April 2009 executed between the Manager and OSK Trustees Berhad, the trustee for the Fund, as may be amended, supplemented and/or modified from time to time;

“**Electable Portion**” shall mean the the whole or a portion of the Income Distribution in which the Board, in its absolute discretion, determines that the IDRП applies;

“**Expiry Date**” shall mean the last date which will be a date to be fixed and announced by the Board for the Unitholders to make an election in relation to the Electable Portion;

“**Income Distribution**” shall mean either an interim or final cash income distribution declared by the Board;

“**Market Day**” shall mean any day between Monday to Friday, both days inclusive, which is not a public holiday and on which Bursa Securities is open for trading of securities;

“**Overseas Unitholders**” shall mean Unitholders whose registered addresses maintained with Bursa Malaysia Depository Sdn Bhd are not in Malaysia;

“**Price-Fixing Date**” shall mean the date on which the issue price of the new Units to be issued under the IDRП is determined, which shall be subsequent to the receipt of all relevant regulatory approvals for the IDRП;

“**Remaining Portion**” shall mean the remaining portion of the Income Distribution after deducting the Electable Portion, where applicable;

“**RM**”, shall mean Ringgit Malaysia being the lawful currency of Malaysia;

“**Trustee**” shall mean OSK Trustees Berhad, being the trustee for Axis-REIT;

“**Units**” shall mean undivided interest in Axis-REIT as constituted by the Deed; and

“**%**” or “**per cent**” shall mean percentage or per centum.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

3. Eligibility

All Unitholders are eligible to participate in the IDRP provided that such participation will not result in a breach of any restriction in respect of the Unitholders' holding of the Units which may be imposed by any contractual obligation of the Unitholders, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, as the case may be or as prescribed in the Deed.

4. Unitholders' residence outside Malaysia

To avoid any violation on the part of the Manager of the securities laws applicable outside Malaysia, documents relating to the IDRP (namely a Notice of Election) will not be made available in any country other than Malaysia. No Overseas Unitholder shall have any claim whatsoever against the Fund and the Manager as a result of such documents not being despatched to such Overseas Unitholders. Overseas Unitholders who receive or come to have in their possession a Notice of Election may not treat the same as being applicable to them (except where the Notice of Election is collected from the Registrar) and are, in any event, advised to inform themselves of, and to observe, any prohibition and restriction, and to comply with any applicable law and regulation relating to the IDRP as may be applicable to them.

Such Overseas Unitholders who wish to change their addresses for service of documents to Malaysia should inform their respective stockbrokers to effect the change of address. Such notification should be done prior to the Book Closure Date.

Such Overseas Unitholders are advised to inform the Manager at the registered office of the Manager at Suite 11.1A Level 11, Menara Weld, 76 Jalan Raja Chulan, 50200 Kuala Lumpur on their registered addresses in Malaysia at least 3 Market Days before the relevant Book Closure Date.

Alternatively, such Overseas Unitholders may collect the Notice of Election from the Registrar, in which event, the Manager and the Registrar shall be entitled to satisfy itself as to the identity and authority of the person collecting the Notice of Election.

Overseas Unitholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subject to, and a participation by the Overseas Unitholders in the IDRP will be on the basis that they may lawfully so participate in the IDRP without the Manager, its Directors, or its employees; or Registrar; or its advisers and the employees, directors or partners of the advisers being in breach of the laws of any jurisdiction.

5. Level of participation

A Unitholder may elect to participate in the IDRP ("**Participating Unitholder**") to the extent of the Electable Portion as determined by the Board in its absolute discretion in the manner stated in the Notice of Election.

6. Notice of election to participate

The Manager will, at its discretion, send to each Unitholder a Notice of Election (in such form as the Board may approve), in relation to each Central Depository System ("**CDS**") account held by the Unitholder. To be effective in respect of any Electable Portion to which a Notice of Election relates, a Notice of Election duly completed and signed by the Unitholder as confirmation of his election to reinvest the Electable Portion in new Units, must be received by the Registrar, no later than the Expiry Date. A Unitholder receiving more than 1 Notice of Election may decide not to participate in the IDRP to which any Notice of Election relates. A Unitholder wishing to reinvest the entire Electable Portion or part thereof (to which a Notice of Election relates) in new Units must ensure that the relevant Notice of Election is duly completed and returned to the Registrar no later than the Expiry Date.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

A Notice of Election in respect of any Electable Portion shall not, upon its receipt by the Registrar, be withdrawn or cancelled.

The Manager and the Registrar has the discretion and right to accept or reject any Notice of Election that is incomplete, contains errors or is otherwise defective.

By electing to participate in the IDRP, the Participating Unitholder unconditionally:

- (a) warrants to the Manager and the Trustee that he has the legal right and full power and authority to participate in the IDRP and that his participation in the IDRP will not result in a breach of the Deed, any law or regulation or contractual obligation by which it is bound;
- (b) acknowledges that the determination by the Manager and/or the Registrar whether to accept or reject the Participating Unitholder's Notice of Election is final and conclusive and agrees that the Manager and the Registrar need not provide any reason therefor;
- (c) acknowledges that the Manager and the Trustee have not provided the Participating Unitholder with investment advice or any other advice;
- (d) agrees to these Terms and Conditions and agrees not to do any act or thing which would be contrary to the intention or purpose of the IDRP; and
- (e) submits to the jurisdiction of the Malaysia courts, in each case, at all times.

7. Extent of application of IDRP to each Electable Portion

The Board may determine, in its absolute discretion, in respect of any Income Distribution, whether the IDRP shall apply and if so, whether it is for the whole or a portion of the Income Distribution. If, in its absolute discretion, the Board has not determined that the IDRP is to apply to a particular Income Distribution, such Income Distribution shall be paid in cash to Unitholders in accordance with the current mode of payment.

8. Share entitlement

By electing to participate in the IDRP, the Participating Unitholder elects to either receive the Electable Portion in cash, or to elect to reinvest the entire Electable Portion in new Units credited as fully paid-up at an issue price to be determined on the Price-Fixing Date, or to elect to receive part of the Electable Portion in cash, and to reinvest the remaining part of the Electable Portion in new Units credited as fully paid-up at an issue price to be determined on the Price-Fixing Date in the proportion to be determined by the Board in its absolute discretion as it deems fit, in respect of any Electable Portion to which such Notice of Election relates.

The formula for the calculation of the number of new Units to be allotted and issued to the Participating Unitholder in respect of any Electable Portion to which a Notice of Election relates, is as follows:

$$N = \frac{S \times D \times F}{V}$$

Where:

- N = is the number of new Units to be allotted and issued as fully paid-up to the Participating Unitholder in respect of such Notice of Election.
- S = is the number of Units held by the Participating Unitholder as at the Book Closure Date as stated in the Notice of Election.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

- D = is the Electable Portion (net of withholding tax), being the proportion of an Income Distribution which the Board has determined that the IDRP applies.
- F = in the case where the Participating Unitholder elects to receive the entire Electable Portion in cash, F is 0%; or in the case where the Participating Unitholder elects to reinvest the entire Electable Portion in new Units, F is 100%; or in the case where the Participating Unitholder elects to reinvest part of the Electable Portion in new Units, F is the proportion of the total amount of the Electable Portion (net of withholding tax)* expressed in %, which the Board has determined that may be reinvested in new Units.
- V = is the issue price of a new Unit, which, for the purpose of the IDRP, shall be an amount in RM determined by the Board based on the 5-day VWAMP of the Units immediately before the Price-Fixing Date to which a discount of not be more than 10% may be applied.

Note:

* *Total amount of the Electable Portion (net of withholding tax), expressed in RM = S x D.*

Any fractional entitlement of new Units computed in accordance with the above formula will be paid in cash to the Unitholders in accordance with the current mode of payment.

9. Odd lots

A Unitholder who elects to reinvest the entire Electable Portion (or part thereof) in new Units to which his Notice of Election relates, may receive such new Units in odd lots. Unitholders who receive odd lots of new Units and who wish to trade such odd lots on Bursa Securities should do so on the Odd Lot Market, which allows trading of odd lots with a minimum of 1 Unit.

10. Terms of allotment

Unless the Board otherwise determines, all new Units allotted under the IDRP will be allotted as fully paid-up. All such new Units shall, upon allotment and issue, rank equally in all respects with the existing Units, except that the new Units will not be entitled to any distributable income, right, benefit, entitlement and/or any other distributions that may be declared before the Allotment Date.

As the new Units to be issued under the IDRP are prescribed securities, the new Units will be credited directly into the respective CDS accounts of the Participating Unitholders.

11. Notification letters to participants

Within 8 Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities, Axis-REIT will allot and issue the new Units under the IDRP and despatch notices of allotment to the Participating Unitholders by ordinary mail to the Unitholders' registered address last maintained with Bursa Malaysia Depository Sdn Bhd at their own risk. Concurrently on the Allotment Date, the Remaining Portion and the Electable Portion (where the Unitholders has elected to receive the entire Electable Portion in cash or part of the Electable Portion in cash), as the case may be, will be paid to the respective Unitholders in accordance with the current mode of payment and the tax voucher for such Income Distribution will be despatched to the Unitholders who are entitled to such Income Distribution. An announcement will also be made on the listing of the new Units to be issued under to the IDRP on the Main Market of Bursa Securities.

12. Cost to the Participating Unitholders

Under the present laws of Malaysia, there is no brokerage or other material transaction costs payable on new Units allotted and issued under the IDRP.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

13. Cancellation of application of the IDR

Notwithstanding any provision of the IDR, if at any time after the Board has determined that the IDR shall apply to any Income Distribution and before the Allotment Date in respect of the Electable Portion, the Board shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever, it is no longer expedient or appropriate to implement the IDR in respect of the Electable Portion, the Board may, in its absolute discretion and as it deems fit in the interest of the Fund and without assigning any reason thereof, cancel the application of the IDR in relation to the Electable Portion. In such an event, the Electable Portion shall be paid entirely in cash to Unitholders in accordance with the current mode of payment.

14. Modification, suspension and termination of the IDR

Save for any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be, the IDR and these Terms and Conditions may be modified, suspended (in whole or in part) or terminated at any time by the Board as it deems fit or expedient by giving notice in writing to all Unitholders.

In the case of a suspension, the IDR will be suspended (in whole or in part, as the case may be) until such time as the Board may resolve to recommence or terminate the IDR.

15. General administration of the IDR

The Board may implement the IDR in the manner as it deems fit. The Board has the power to:

- (a) determine procedures, rules and regulations for administration of the IDR which are consistent with these Terms and Conditions as well as to amend these Terms and Conditions;
- (b) settle in such manner as they think fit any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the IDR) which may arise in connection with the IDR, whether generally or in relation to any Participating Unitholder or any Unit and the determination of the Board will be conclusive and binding on all Unitholders and other persons to whom the determination relates;
- (c) delegate to any 1 or more persons, for such period and on such conditions as the Board may determine, the exercise of any of its powers or discretion under or in respect of the IDR and references to a decision, opinion or determination of the Board include a reference to the decision, opinion or determination of the person or persons to whom the Board has delegated its authority for the purposes of administering the IDR; and
- (d) waive strict compliance with any of these Terms and Conditions.

16. Take-over implications

The attention of Unitholders is drawn to Section 9(1) of the Code and Section 216 of the Capital Markets and Services Act, 2007. In particular, a Unitholder should note that he may be under an obligation to extend a mandatory take-over offer for the Units not already owned by him and persons acting in concert with him ("**PACs**"), if by electing to reinvest part of the Electable Portion or the entire Electable Portion in new Units:

- (i) he, together with the PACs, acquires, holds or is entitled to exercise or control the exercise of more than 33% of the Units; or
- (ii) he, together with the PACs, holds more than 33% but less than 50% of the Units and he and/or any PAC acquires more than 2% of the Units in any period of 6 months.

INCOME DISTRIBUTION REINVESTMENT PLAN STATEMENT

If an obligation to undertake a mandatory take-over offer is expected to arise, the relevant person(s) must make the necessary application to the Securities Commission for a waiver from the obligation to undertake a mandatory take-over offer pursuant to the Code before electing to reinvest the Electable Portion (or part thereof) in new Units to avoid having to undertake a mandatory take-over offer.

The statements herein do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all implications that may arise under, the Code or other relevant legislation or regulations. Unitholders who are in doubt as to whether they would incur any obligation to extend a take-over offer under the Code as a result of any subscription of Units through their participation in the IDRP are advised to consult their professional advisers at the earliest opportunity.

17. Governing law

This Statement, the IDRP and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Malaysia.

18. Notices and statements

Unless otherwise provided in these Terms and Conditions, any notices, documents and statements required to be given by the Fund and/or the Manager to a Participating Unitholder shall be given in accordance with the applicable provisions of the Deed.

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