

29 August 2017

**Subject:** Notification of Resolutions of the Unitholders' Meeting of CPN Retail Growth Leasehold Property Fund No. 1/2017

**To:** The President  
The Stock Exchange of Thailand

The Meeting of Unitholders of CPN Retail Growth Leasehold Property Fund ("CPNRF") No. 1/2017 held on 28 August 2017 at 2.24 p.m. onwards at Vibhavadee Ballroom ABC, Lobby Floor, Centara Grand at Central Plaza Ladprao Bangkok, having the total number of unitholders attending the Meeting in person and by proxy 1,202 persons holding altogether 1,506,418,767 investment units equivalent to 68.09 percent of the total issued number of investment units (2,212,476,700 investment units) has passed certain material resolutions, which can be summarized as follows:

1. **Approved the conversion of CPNRF into CPN Retail Growth Leasehold REIT ("CPNREIT"), the conversion plan, the transfer of assets and liabilities of CPNRF to CPNREIT, and the receipt of compensation in the form of trust units of CPNREIT**

The meeting has passed the resolution to approve the conversion of CPNRF into CPNREIT, the conversion plan, the transfer of assets and liabilities of CPNRF to CPNREIT, and the receipt of compensation in the form of trust units of CPNREIT, with the number of affirmative votes of 1,469,725,174 investment units out of the total number of investment units held by the unitholders attend the meeting of 1,525,486,370 investment units, or equivalent to 96.34 percent of the total number of investment units held by the unitholders attend the meeting, whereby there is no unitholder who has conflict of interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 55,527,852 investment units, abstained their votes in the number of 233,344 investment units, and there is no invalidated ballot). Details of which are as follows:

The Investment Committee of CPNRF by SCB Asset Management Co., Ltd. (the "**Management Company**") and Central Pattana Public Company Limited ("**CPN**"), as a unitholder of CPNRF, recognize the overall interests of all CPNRF unitholders, and thus are desirous of converting CPNRF into CPNREIT, as well as additionally investing in CentralFestival Pattaya Beach Project and Hilton Pattaya (the "**Additional Assets No. 1**"), as CPNRF is unable to increase its capital in order to make any additional investment in the real estate as prescribed in the Notification of the Office of the Securities and Exchange Commission No. SorNor. 25/2552 Re: Rules, Conditions, and Procedures for the Establishment and Management of the Property Fund, which is required property funds to file an application for approval in order to increase the capital for additional investment in immovable properties with the Office of the Securities and Exchange Commission (the "**SEC Office**") by 31 December 2013. In addition, the tax incentive of CPNRF unitholders for the personal income tax exemption and the tax incentives of a property fund for exemption of the value added tax, the specific business tax, and the stamp duty due to the conversion of a property fund into a real estate investment trust, as well as the benefits relating to the fee for registration of the conversion of a property fund into a real estate investment trust will be expired on 31 December 2017 (the "**Tax and Fee Incentives from Conversion**").

In this regard, the Investment Committee's Meeting of CPNRF has proposed to the unitholders' meeting to consider and approve the conversion of CPNRF into CPNREIT, and the investment in the Additional Assets No. 1 at the same time or in the close time of conversion. The Management Company expects that the conversion of CPNRF into CPNREIT will be completed within 2017 in order for CPNRF

and its unitholders to be entitled to the Tax and Fee Incentives from Conversion, and CPNREIT may make the investment in the Additional Assets No. 1 at the same time or in the close time of conversion, given that it is within 1 year from the date that the unitholders' meeting resolves to approve the investment in the Additional Assets No. 1. In undertaking any actions with respect to the conversion of CPNRF into CPNREIT and the investment in the Additional Assets No. 1, the Management Company shall comply with the Notification of the Capital Market Supervisory Board No. TorJor. 34/2559 Re: Conversion of the Property Fund into the Real Estate Investment Trust ("**Notification No. TorJor. 34/2559**"), and the Notification of the Capital Market Supervisory Board No. TorJor. 49/2555 Re: Issuance and Offer for Sale of Units of Real Estate Investment Trust ("**Notification No. TorJor. 49/2555**"), as well as other relevant notifications.

With respect to the conversion from CPNRF into CPNREIT, the details of the plan for the conversion, dissolution, liquidation, and investment in the Additional Assets No. 1 (conversion timeline) can be summarized as follows:

(1) **Approval of the unitholders' meeting of CPNRF:** the unitholders' meeting of CPNRF resolves to approve the conversion and related matters;

(2) **Applications for approval to act as the REIT Manager, and for issuance and offering for sale of the trust units:** upon having obtained the approval for conversion from the unitholders' meeting of CPNRF, CPN REIT Management Co., Ltd. (a subsidiary of CPN and as the Settlor who is under the approval process of the SEC Office for acting as the REIT Manager which will become the REIT Manager when CPNREIT is completely established) (the "**Settlor**" or the "**REIT Manager**") will submit the application for issuance and offering for sale of the trust units in consideration for all of the assets, debts, and liabilities of CPNRF (the "**Assets and Liabilities of CPNRF**").

(3) **Establishment of CPNREIT:** upon having obtained the approval for issuance and offering for sale of the trust units by the Settlor from the SEC Office, the Settlor shall appoint SCB Asset Management Co., Ltd., currently acting as the Management Company of CPNRF, to be the trustee of CPNREIT (the "**Trustee**"), and shall proceed with the establishment of CPNREIT by creating rights and duties over the assets for the Trustee by means of entering into an agreement which contain binding provisions that require the Settlor to ensure that CPNREIT acquires the Assets and Liabilities of CPNRF in exchange for the newly-issued trust units of CPNREIT.

The management of CPNREIT shall be conducted by the Trustee and the REIT Manager delegated by the Trustee, subject to the scope of authorities, duties and responsibilities of the Trustee and the REIT Manager as specified in the Trust Deed. The authorities, duties, and responsibilities of the REIT Manager shall be primarily focused on the management of CPNREIT, including the investment in the core assets of CPNREIT. The Trustee shall have the authorities, duties, and responsibilities which will primarily focus on the supervision of the performance of duties of the REIT Manager and other delegated persons (if any) to ensure the compliance with the Trust Deed and the law, as well as the safekeeping of the assets of CPNREIT.

(4) **Issuance and offering for sale of the trust units of CPNREIT in exchange for the Assets and Liabilities of CPNRF:** upon having obtained the approval for issuance and offering for sale of the trust units by the Settlor from the SEC Office, the Settlor shall issue and offer the trust units of CPNREIT in exchange for the Assets and Liabilities of CPNRF, which comprise the rights and duties under the agreements to which CPNRF is currently a contractual party, including the four projects' movable and immovable properties in which CPNRF currently invests, i.e. CentralPlaza Rama 2 Project, CentralPlaza Rama 3 Project, CentralPlaza Pinklao Project, and CentralPlaza Chiangmai Airport Project. Such Assets and Liabilities of CPNRF also include all agreements into which CPNRF had entered in order to generate

benefits from the investment properties that are currently in effect, which will be transferred to CPNREIT by means of the entering into assignment agreement(s) in respect of the rights and duties under the abovementioned agreements.

Nonetheless, the Assets and Liabilities of CPNRF shall bear the descriptions as in accordance with the latest net asset value (NAV) of CPNRF which is to be certified by the fund supervisor of CPNRF prior to the transfer of the Assets and Liabilities to CPNREIT. The Assets and Liabilities of CPNRF shall not include:

- (a) Assets or funds reserved for debt payment;
- (b) Dividends or monies from the decrease in the registered capital of CPNRF which is yet to be returned to the unitholders or persons entitled to such monies; and
- (c) Fees and expenses relevant to the dissolution of CPNRF and the liquidation of CPNRF.

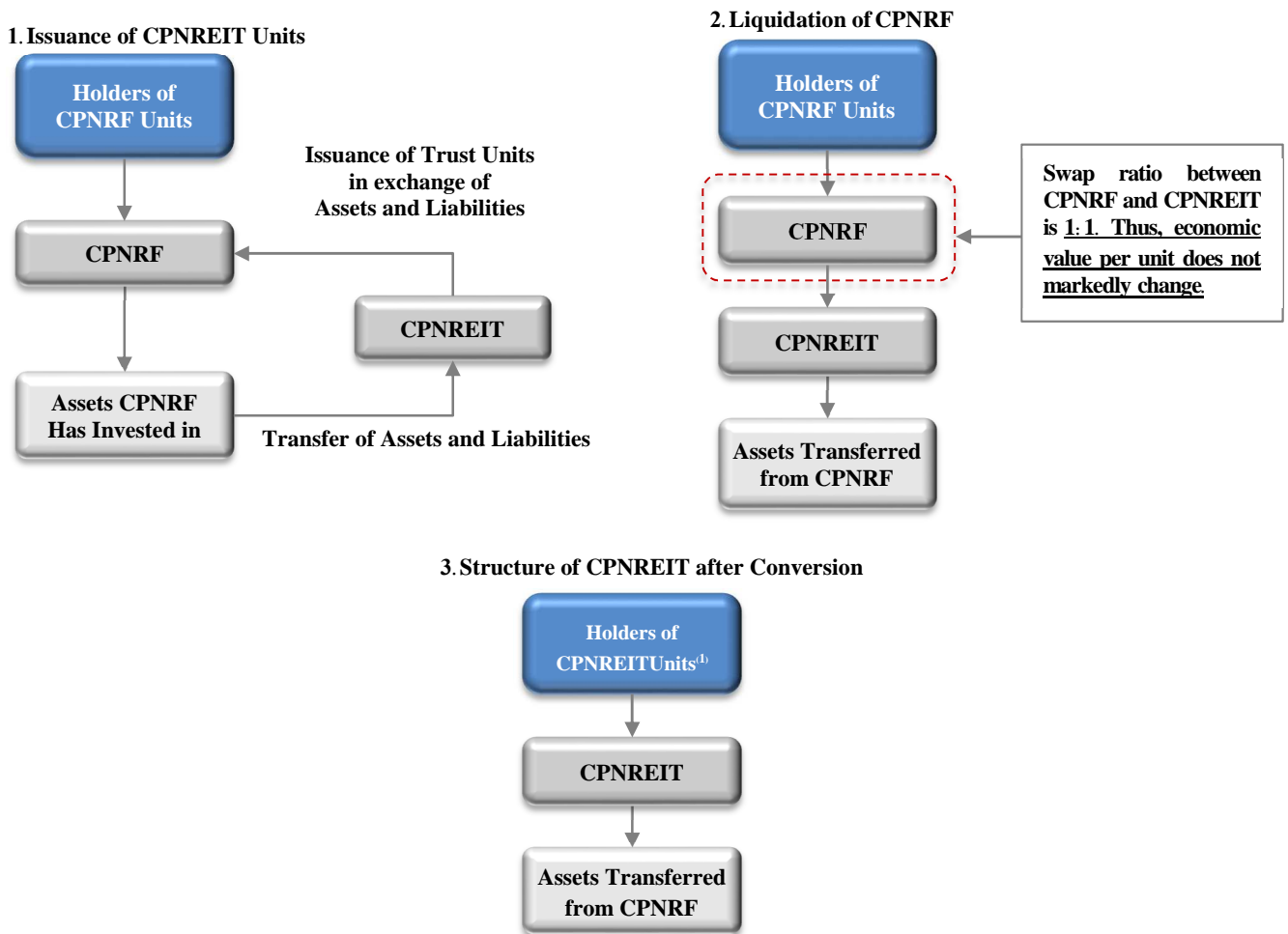
(5) **Dissolution and liquidation of CPNRF and delisting of the investment units of CPNRF from the Stock Exchange of Thailand** (the “SET”): after the Assets and Liabilities of CPNRF are transferred to CPNREIT, the Management Company shall carry out the dissolution and liquidation of CPNRF. In the liquidation process, the liquidator shall distribute the trust units of CPNREIT to the unitholders of CPNRF whose names appear in the unitholder register book on which the unitholders have the right to swap the investment units with the trust units (which will be further determined and announced) (In this regard, the unitholders who are entitled to swap the investment units with the trust units shall become the unitholders of CPNREIT after the liquidator has distributed the trust units but may not be the same unitholders who have attended the meeting to approve the conversion and the investment in the Additional Assets No. 1). Nonetheless, the unitholders who are entitled to the trust units may be affected by the conversion.

In this regard, the swap ratio of CPNRF units with CPNREIT units to which the unitholders of CPNRF shall be entitled is 1 investment unit to 1 trust unit. With respect to the swapping of the investment units, there shall be no re-purchase of the investment units held by the unitholders attending the Unitholders’ Meeting No. 1/2017 and voting against the conversion.

The Management Company shall determine the closing date of the unitholder register book for the swap of the investment units with the trust units to be in line with the clearing and settlement system of the SET. The Management Company shall request the SET to suspend the trading of CPNRF investment units 3 business days prior to the closing date of the unitholder register book as mentioned above. In this regard, the SET shall suspend the trading on the dates upon which the SET announces the delisting of CPNRF investment units from being listed securities on the SET and the listing of trust units of CPNREIT as listed securities on the SET. The Settlor shall take actions to ensure that the trust units of CPNREIT will be listed on the SET within 15 business days from the closing date of the offer for sale of the trust units.

The conversion of CPNRF into CPNREIT is shown in the diagram below.

Diagram showing the conversion of CPNRF into CPNREIT



<sup>(1)</sup> The unitholders of CPNRF whose names appear in the unitholder register book as at the date on which the unitholders have the right to swap the investment units with the trust units.

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

- (1) To determine details and/or take any actions necessary for or in connection with the conversion plan, the transfer of the Assets and Liabilities of CPNRF to CPNREIT, and the receipt of compensation in the form of trust units of CPNREIT, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;
- (2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the conversion, the transfer of the Assets and Liabilities of CPNRF to CPNREIT, and the receipt of compensation in the form of trust units of CPNREIT, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and
- (3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

In this regard, EY Corporate Services Ltd. as the Independent Financial Advisor has given its opinion and analyzed the information relating to the conversion, particularly in relation to the reasonableness of the conversion and the swap ratio of the investment units of CPNRF with the trust units of CPNREIT, the potential impact on the unitholders, as well as the advantages and disadvantages of the conversion, as supporting information for the voting on the relevant matter(s).

**2. Approved the appointment of a third party which is not the Management Company to act as the REIT Manager of CPNREIT**

The meeting approved the appointment of CPN REIT Management Co., Ltd. to act as the REIT Manager of CPNREIT, with the number of affirmative votes of 876,623,030 investment units out of the total number of investment units held by the unitholders attend the meeting and have the right to vote of 932,185,326 investment units, or equivalent to 94.04 percent of the total number of investment units held by the unitholders attend the meeting and have the right to vote. In this regard, the Management Company has excluded the votes of the unitholders who have special interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 55,381,452 investment units, abstained their votes in the number of 180,844 investment units, and there is no invalidated ballot).

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

(1) To determine details and/or take any actions necessary for or in connection with the appointment of CPN REIT Management Co., Ltd. to act as the REIT Manager of CPNREIT, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;

(2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the appointment of CPN REIT Management Co., Ltd. to be the REIT Manager of CPNREIT, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and

(3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

**3. Approved the appointment of a third party which is not the fund supervisor of CPNRF to act as the trustee of CPNREIT**

The meeting approved the appointment of SCB Asset Management Co., Ltd. to act as the Trustee of CPNREIT, with the number of affirmative votes of 1,455,478,380 investment units out of the total number of investment units held by the unitholders attend the meeting and have the right to vote of 1,525,486,370 investment units, or equivalent to 95.41 percent of the total number of investment units held by the unitholders attend the meeting and have the right to vote, whereby there is no unitholder who has special interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 55,648,812 investment units, abstained their votes in the number of 14,359,178 investment units, and there is no invalidated ballot).

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

(1) To determine details and/or take any actions necessary for or in connection with the appointment of SCB Asset Management Co., Ltd. to act as the Trustee of CPNREIT, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;

(2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the appointment of SCB Asset Management Co., Ltd. to be the Trustee of CPNREIT, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and

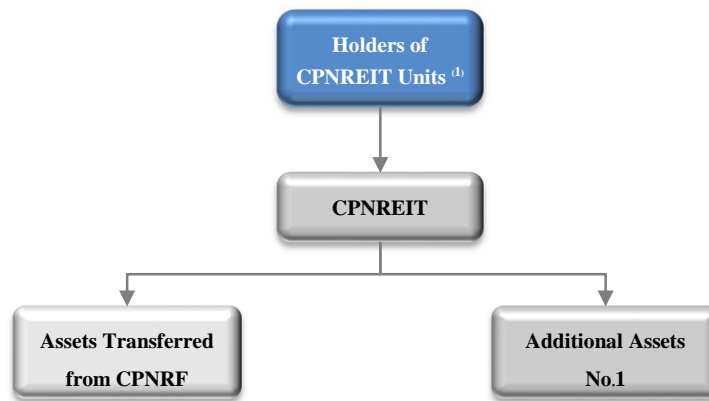
(3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

**4. Approved the investment in the Additional Assets No. 1 by CPNREIT by means of obtaining loans**

The meeting approved the investment by CPNREIT in the Additional Assets No. 1 by means of obtaining loans, with the number of affirmative votes of 853,759,621 investment units out of the total number of investment units held by the unitholders attend the meeting and have the right to vote of 932,185,326 investment units, or equivalent to 91.59 percent of the total number of investment units held by the unitholders attend the meeting and have the right to vote. In this regard, the Management Company has excluded the votes of the unitholders who have special interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 78,174,361 investment units, abstained their votes in the number of 251,344 investment units, and there is no invalidated ballot). Details of which are as follows:

Under the conversion plan of CPNRF, the REIT Manager shall proceed to ensure that CPNREIT will invest in Additional Assets No. 1 by means of obtaining loans. The investment in the Additional Assets No. 1 is expected to be conducted at the same time or in the close time of the conversion of CPNRF into CPNREIT, which shall be within 1 year from the date that the unitholders' meeting resolves to approve the investment in the Additional Assets No. 1. The Management Company expects to complete the conversion within 2017 in order for CPNRF and its unitholders to be entitled to the Tax and Fee Incentives from Conversion. The investment structure of CPNREIT after the investment in the Additional Assets No. 1 is shown in the diagram below.

Diagram showing investment structure of CPNREIT after investment in Additional Assets No. 1



<sup>(1)</sup> The unitholders of CPNRF whose names appear in the unitholder register book as at the date on which the unitholders have the right to swap the investment units with the trust units.

However, the investment in the Additional Assets No. 1 by CPNREIT shall be subject to the following conditions:

- (1) Approval from the unitholders' meeting of CPNRF for the conversion of CPNRF and the investment in the Additional Assets No. 1;
- (2) Acceptance for an approval of the issuance and offering of trust units of CPNREIT for the conversion of CPNRF by the SEC Office;
- (3) Successful completion of the conversion of CPNRF into CPNREIT by means of creating rights over assets for the Trustee upon the execution of the Trust Deed;
- (4) Successful entering into and performance under the agreements relevant to the investment in the Additional Assets No. 1; and
- (5) Receipt of sufficient proceeds from loan for the investment in the Additional Assets No. 1.

The investment conditions above may have an impact on the estimated cash distribution per unit (DPU) expected to be received by the unitholders following CPNREIT's investment in the Additional Assets No. 1 at THB 1.6750 per unit during the projected period, equivalent to an increase of THB 0.3031 per unit compared to the estimated DPU expected to be received by the unitholders if CPNRF does not undergo a conversion and no investment is made in the Additional Assets No. 1, according to the projected statement of income and details of net property income for the period from 1 January 2018 to 31 December 2018 and report of certified public accountant, and sensitivity analysis.

**Details of the Additional Assets No. 1 (CentralFestival Pattaya Beach Project and Hilton Pattaya<sup>1</sup>)**

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<sup>1</sup> **Disclaimer regarding Hilton:** Each of Hilton Worldwide Manage Limited and Hilton International Manage LLC and their respective parents, subsidiaries and affiliates ("Hilton") makes no representation or warranty, express or implied, as to the accuracy, currency, reliability or completeness of the data in this document and is not responsible or liable in any way whatsoever for any claim, loss or damage arising out of or in connection with any of its contents. Hilton has made no statement included in this document or any statement on which a statement in this document is based. Hilton has had no involvement in the preparation of any part of this document and Hilton has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this document.

Name of the projects	CentralFestival Pattaya Beach Project and Hilton Pattaya
Location	No. 333/99 and No. 333/101 Moo 9, Pattaya Sai 1 Road, Nongprue Subdistrict, Banglamung District, Chon Buri Province
Owner of the Additional Assets No. 1	CPN Pattaya Co., Ltd. (“ <b>CPN Pattaya</b> ”)
Relationship between the owner of the Additional Assets No. 1, and the Settlor or the REIT Manager	The owner of the Additional Assets No. 1 and the Settlor or the REIT Manager are subsidiaries of CPN. CPN holds 99.99% of the shares in the owner of the Additional Assets No. 1, and holds 99.99% of the shares in the Settlor or the REIT Manager, respectively.
Nature of investment in the Additional Assets No. 1	<p>CPNREIT will invest in the Additional Assets No. 1 as follows:</p> <p><b><u>CentralFestival Pattaya Beach Project</u></b></p> <p>(1) Leasehold rights over the immovable properties which are certain parts of the building and structures in the CentralFestival Pattaya Beach shopping mall comprising a shopping complex building (partial) and indoor parking spaces (partial), being an investment area of approximately 70,095 square meters.</p> <p>In addition, the leased properties are exclusive of (1) the area in CentralFestival Pattaya Beach shopping mall that CPN Pattaya has leased to the tenants for an upfront rental fee in the form of long-term lease agreements, and the areas which are currently being renovated or under a renovation plan, and (2) the parking spaces to which CPN Pattaya is entitled proportionately according to its rights.</p> <p>(2) Leasehold rights over the utilities systems, i.e. electrical system, utilities system, telephone system, elevators, escalators, air conditioning system, engineering works system, wastewater treatment system, and various facilities that have been installed and used in the building and structures of CentralFestival Pattaya Beach shopping mall, along with other rights relating to or in connection with the aforementioned systems.</p> <p>(3) Ownership of movable properties, i.e. equipment for décor, tools, instruments, whether fixed or not permanently fixed, including other equipment used for the purpose of installing décor or facilitating users of the building and structures of CentralFestival Pattaya Beach Project. These are located on and/or fixed on the exterior or in the interior of the areas of the building and structures of CentralFestival Pattaya Beach Project or on the surface of the building and structures of CentralFestival Pattaya Beach Project, and/or the area being a part of the leased area occupied by tenants in CentralFestival Pattaya Beach Project; over which CPN Pattaya has ownership including any other rights relating to or in connection with the aforementioned properties</p>



	<p>(as the case may be), excluding properties that are component parts of the building and structures of CentralFestival Pattaya Beach Project.</p> <p><b><u>Hilton Pattaya</u></b></p> <ol style="list-style-type: none"> <li>(1) Leasehold rights over the immovable properties, i.e. certain parts of the building and structures in Hilton Pattaya comprising the whole hotel building and whole parts of indoor parking spaces, being an investment area of approximately 49,686 square meters;</li> <li>(2) Leasehold rights over the utilities systems, i.e. electrical system, utilities system, telephone system, elevators, escalators, air conditioning system, engineering works system, wastewater treatment system, and various facilities that have been installed and used in building and structures of Hilton Pattaya, as well as any rights relating to or in connection with the aforementioned systems; and</li> <li>(3) Ownership of movable properties, i.e. equipment for décor, tools, instruments, whether fixed or not permanently fixed, including other equipment used for the purpose of installing décor or facilitating hotel guests and users of the building and structures of Hilton Pattaya. These are located on and/or fixed on the exterior or in the interior of the area of the building and structures of Hilton Pattaya or on the surface of the building and structures of Hilton Pattaya; over which CPN Pattaya has ownership, including any other rights relating to or in connection with the aforementioned properties, excluding properties that are component parts of the buildings and structures of Hilton Pattaya.</li> </ol>
Leasehold investment period	Approximately 20 years, whereby the leasehold right will expire on 31 August 2037.

CPN Pattaya is the owner of the buildings and structures in CentralFestival Pattaya Beach Project and Hilton Pattaya, and has the leasehold right and/or sub-leasehold right over the land where the buildings and structures of CentralFestival Pattaya Beach Project and Hilton Pattaya are located. However, even though CPNREIT does not invest in the aforementioned land and certain areas of CentralFestival Pattaya Beach shopping mall, under the agreement to be executed by and between CPNREIT and CPN Pattaya, CPN Pattaya shall grant the right to CPNREIT to utilize the areas in which CPNREIT does not invest but which are related to the leased properties, such as the common area, parking area, and internal roads surrounding the immovable properties, and the entries and exits of CentralFestival Pattaya Beach shopping mall and Hilton Pattaya without requiring any considerations in return for the purpose of operation of CentralFestival Pattaya Beach Project and Hilton Pattaya. In addition, CPN agrees to undertake to grant the right to CPNREIT to use names and/or trademarks and/or service marks in connection with CentralFestival Pattaya Beach Project without consideration, and CPN Pattaya agrees to undertake to grant the right of first refusal to CPNREIT for the areas in CentralFestival Pattaya Beach shopping mall which are not invested in by CPNREIT.

In this regard, two appraisal companies, namely, Sims Property Consultant Co., Ltd. and Quality Appraisal Co., Ltd., which are in the list of valuers approved by the SEC Office, have evaluated the properties which are summarized below.

Appraisal Companies	Appraised Value based on Income Approach	Valuation Date
Sims Property Consultant Co., Ltd.	THB 7,137,000,000 (for CentralFestival Pattaya Beach Project); and THB 3,286,000,000 (for Hilton Pattaya)	1 July 2017
Quality Appraisal Co., Ltd.	THB 7,207,000,000 (for CentralFestival Pattaya Beach Project); and THB 3,403,000,000 (for Hilton Pattaya)	1 July 2017

The investment in the Additional Assets No. 1 by CPNREIT shall have the value of not exceeding THB 12,570,000,000. In this regard, the final investment value, net of all relevant expenses to be incurred from the investment by CPNREIT in the Additional Assets No. 1 will be THB 11,908,000,000, which is higher than the lowest appraised value of the Additional Assets No. 1 as appraised by the appraisal companies by approximately 14.25 percent. The relevant expenses shall include the Value Added Tax (VAT), registration fees, and stamp duty, as well as all other relevant fees and expenses in relation to the investment in the Additional Assets No. 1 for which CPNREIT is responsible. In this regard, the value of the Additional Assets No. 1 to be invested by CPNREIT is deemed appropriate in respect of the returns on, and the risks associated with the investment, which are considered based on various factors, such as commercial potential of the assets, asset conditions and utilization, the amount of loans taken out by CPNREIT, and etc. The source of funds that CPNREIT will utilize for the investment in the Additional Assets No. 1 will be obtained from loans from commercial banks and/or financial institutions.

In making the investment in the Additional Assets No. 1, CPNREIT will invest in assets both in the forms of leasehold right over immovable properties and ownership of movable properties from CPN Pattaya. With respect to the Additional Assets No. 1, CPNREIT will appoint CPN as the property manager for CentralFestival Pattaya Beach Project. In the case of Hilton Pattaya, which is an asset in the category of a hotel, CPNREIT will sublease the immovable properties and lease out the movable properties to a subsidiary company of CPN which shall be further established in the future. In light of the above, the investment in the Additional Assets No. 1 and generation of benefits from those properties constitute connected transactions between CPNREIT and the connected persons of the REIT Manager, the value of which is more than 3 percent of the net asset value of CPNRF according to the reviewed financial statements as at 31 March 2017 (the net asset value of CPNRF was approximately THB 29,521 million) pursuant to the Notification of the SEC Office No. SorRor. 26/2555 RE: Provisions relating to Particulars, Terms and Conditions in a Trust Instrument of Real Estate Investment Trusts (the “**Notification No. SorRor. 26/2555**”).

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

(1) To determine details of the Additional Assets No. 1 and/or take any actions necessary for or in connection with the investment in the Additional Assets No. 1, in accordance with the resolution of the Unitholders’ Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;

(2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the investment in the Additional Assets No. 1, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and

(3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

In this regard, EY Corporate Services Ltd. as the Independent Financial Advisor has given its opinion on and analyzed the information relating to the investment in the additional assets as mentioned above, particularly in relation to the reasonableness of the transaction, the potential impact on the unitholders, as well as the advantages and disadvantages of the entering into of the transaction, as supporting information for the voting on the relevant matter(s).

**5. Approved the loan transaction and the entering into conflict of interest transaction with CPNREIT**

The meeting approved the loan transaction and the entering into conflict of interest transaction with CPNREIT, with the number of affirmative votes of 1,431,376,488 investment units out of the total number of investment units held by the unitholders attend the meeting and have the right to vote of 1,525,486,370 investment units, or equivalent to 93.83 percent of the total number of investment units held by the unitholders attend the meeting and have the right to vote, whereby there is no unitholder who has special interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 80,881,923 investment units, abstained their votes in the number of 13,227,959 investment units, and there is no invalidated ballot). There are unitholders disapproving to obtain loan from Siam Commercial Bank Public Company Limited in the number of 80,881,923 votes, equivalent to 3.66 percent of the total issued unites which is not more than one-fourth of the total issued units. Details of which are as follows:

Since the source of funds that CPNREIT will utilize for the investment in the Additional Assets No. 1 will be obtained from loans from commercial banks and/or financial institutions, which may include borrowing from The Siam Commercial Bank Public Company Limited who are a major shareholder of the Trustee of CPNREIT, the Investment Committee’s Meeting of CPNRF thereby proposed the matters to the unitholders’ meeting to consider and approve the loan transaction and the entering into the conflict of interest transaction with CPNREIT pursuant to the Notification of the SEC Office No. SorRor. 27/2557 Re: Regulations relating to Conflicts of Interest with Real Estate Investment Trusts, which requires CPNREIT to disclose adequate information to the unitholders before entering into a transaction. The total loan amount shall be the rate at approximately 34 percent of the total asset value of CPNREIT (as at the end of registration date for investment in assets being transferred from conversion of CPNRF and the lease of the Additional Assets No. 1, including borrowing for renovation of CentralPlaza Rama 3 Project).

In this regard, the terms and conditions of the loan will be provided in the loan agreement between CPNREIT and the lender. The initial conditions of the loan proposed by The Siam Commercial Bank Public Company Limited are as follows:

	<b>Initial Conditions</b>
<b>Type</b>	Loan
<b>Objective</b>	Credit facility for asset acquisition, for the purpose of maintenance or repair of the immovable properties of CPNREIT, and for repayment of the debt incurred under the former loan agreement (Refinance)
<b>Total credit line</b>	Not exceeding THB 16,150 million, with the highest credit line of not exceeding 35 percent of the total asset value of CPNREIT (as at the end of registration date for investment in assets being transferred from conversion of CPNRF and the

	lease of the Additional Assets No. 1, including borrowing for renovation of CentralPlaza Rama 3 Project)
<b>Loan Term</b>	Not more than 2 years from the execution date of the loan agreement
<b>Interest rate</b>	Fixed and/or floating interest rate with a rate of not exceeding 3.50 per annum
<b>Collateral</b>	With or without collateral

In consideration of taking loan by CPNREIT, the Settlor will consider it to be in line and appropriate with financial status and cash flow of CPNREIT, including money market and capital market conditions.

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

(1) To determine details of loan and/or take any actions necessary for or in connection with the loan obtaining, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;

(2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the loan, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and

(3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

**6. Approved the appointment of the property manager and the entering into a connected transaction between CPNREIT and a connected person of the REIT Manager**

The meeting approved the appointment of CPN to be the property manager and the entering into a connected transaction between CPNREIT and a connected person of the REIT Manager, with the number of affirmative votes of 854,242,365 investment units out of the total number of investment units held by the unitholders attend the meeting and have the right to vote of 932,185,326 investment units, or equivalent to 91.64 percent of the total number of investment units held by the unitholders attend the meeting and have the right to vote In this regard, the Management Company has excluded the votes of the unitholders who have special interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 77,857,961 investment units, abstained their votes in the number of 85,000 investment units, and there is no invalidated ballot). Details of which are as follows:

At present, CPN acts as the property manager of CPNRF. The new Property Manager Appointment Agreement to be entered into by CPNREIT and CPN shall have all material terms and conditions as same as those of CPNRF, save for the calculation basis of the property management fee. During the period that CPNREIT has yet invested in the Additional Assets No. 1, CPNREIT will enter into the new Property Manager Appointment Agreement with CPN under the same terms and conditions as currently agreed with CPN. Regarding the new property management fee proposed this time shall be calculated on the last day of each month based on the value of investment properties (excluding the value of investment properties of hotel) from the net asset value report of CPNREIT approved by the Trustee of CPNREIT in each month. This amendment shall be in place of the property management fee calculated based on the net asset value of CPNRF, and shall; therefore, reflect the value of the core assets of CPNREIT which are managed by the

property manager, which would result in the new property management fee to be reasonable and fair to both parties. In this regard, the amendment shall be as follows:

<b>Calculation of Property Management Fee of CPNRF</b>	<b>Calculation of Property Management Fee of CPNREIT</b>
At the rate of not exceeding 0.30 percent per annum of the net asset value, calculated on the last day of each month	At the rate of not exceeding 0.28 percent per annum of the value of investment properties from the net asset value report of CPNREIT approved by the Trustee of CPNREIT in each month (excluding the value of investment properties of hotel), calculated on the last day of each month

The act outlined in this Item shall constitute a connected transaction between CPNREIT and a connected person of the REIT Manager, the value of which is more than 3 percent of the net asset value of CPNRF according to the reviewed financial statements as at 31 March 2017 (the net asset value of CPNRF was approximately THB 29,521 million) pursuant to the Notification No. SorRor. 26/2555.

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

- (1) To determine details of the appointment of the Property Manager and/or take any actions necessary for or in connection with the appointment of the Property Manager, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;
- (2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the appointment of the Property Manager, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and
- (3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

In this regard, EY Corporate Services Ltd. as the Independent Financial Advisor has given its opinion on and analyzed the information relating to the appointment of the property manager, which constitutes a transaction between CPNREIT and the connected person of the REIT Manager, particularly in relation to the reasonableness of the transaction, the potential impact on the unitholders, as well as the advantages and disadvantages of the entering into of the transaction, as supporting information for the voting on the relevant matter(s).

## **7. Approved the amendments to the fund scheme**

The meeting approved the amendments to the fund scheme, with the number of affirmative votes of 1,469,992,418 investment units out of the total number of issued investment units of 2,212,476,700 investment units, or equivalent to 64.44 percent of the total number of issued investment units, whereby there is no unitholder who has special interest in this Agenda. (In this Agenda, there are unitholders casted dissenting votes in the number of 55,367,952 investment units, abstained their votes in the number of 126,000 investment units, and there is no invalidated ballot). Details of which are as follows:

The meeting approved the amendments to the fund scheme in respect of the transfer of the Assets and Liabilities of CPNRF to CPNREIT in exchange with the newly-issued trust units of CPNREIT for the conversion, the fees and expenses charged on CPNRF, the cancellation of the fund scheme, the liquidation

of CPNRF, the method for calculating average monies and/or the trust units of CPNREIT to be returned to the unitholders upon the cancellation of the fund scheme in order to be in line with the conversion of CPNRF into CPNREIT and the conversion plan. Amendments to the fund scheme are detailed below:

**7.1 Transfer of the Assets and Liabilities of CPNRF to CPNREIT in exchange with the newly-issued trust units of CPNREIT**

Approved to amend the fund scheme in respect of the transfer of the Assets and Liabilities of CPNRF to CPNREIT in exchange with the newly-issued trust units of CPNREIT for the conversion to be in accordance with the conversion of CPNRF into CPNREIT.

**7.2 Fees and expenses charged on CPNRF**

Approved to amend the fees and expenses charged on CPNRF in relation to the conversion of CPNRF into CPNREIT.

**7.3 Cancellation of the fund scheme**

Approved to amend the events of cancellation of the fund scheme of CPNRF in order to be in line with the conversion of CPNRF into CPNREIT.

**7.4 Liquidation of CPNRF and method for calculating the average of monies and/or distributing trust units of CPNREIT to the unitholders upon the cancellation of the fund scheme**

Approved to amend the liquidation method of CPNRF in the case of the dissolution of CPNRF as a result of its conversion, particularly in respect of CPNRF distributing the trust units of CPNREIT (that CPNRF acquires as a result of the conversion) to the unitholders of CPNRF in order to be in accordance with the conversion of CPNRF into CPNREIT.

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

(1) To amend the wording or contents in the fund scheme as necessary and relevant thereto and/or take any actions necessary for or in connection with the amendments to the fund scheme, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;

(2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the amendments to the fund scheme, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and

(3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

**8. Approved the dissolution, liquidation, and appointment of the liquidator of CPNRF**

The meeting approved the dissolution, liquidation, and appointment of the liquidator of CPNRF, with the number of affirmative votes of 1,469,931,574 investment units out of the total number of issued investment units of 2,212,476,700 investment units, or equivalent to 66.44 percent of the total number of issued investment units, whereby there is no unitholder who has special interest in this Agenda. (In this

Agenda, there are unitholders casted dissenting votes in the number of 55,367,952 investment units, abstained their votes in the number of 186,844 investment units, and there is no invalidated ballot). Details of which are as follows:

Upon CPNRF having transferred all of the Assets and Liabilities of CPNRF to CPNREIT in exchange with the newly-issued trust units of CPNREIT, the Management Company, the Settlor, and liquidator of CPNRF shall comply with the resolutions of the unitholders of CPNRF and shall take the following actions:

(1) The Management Company shall dissolve CPNRF by giving notice of the dissolution to the unitholders and fund supervisor of CPNRF, the SET, and the SEC Office at least 5 business days prior to the dissolution of CPNRF;

(2) The liquidator shall complete the liquidation of CPNRF within 90 days from the date of dissolution of CPNRF, unless having been granted an extension by the SEC Office in the case of necessity and appropriateness, subject to the criteria prescribed in the relevant notifications;

(3) The liquidator shall distribute the trust units of CPNREIT (that CPNRF acquires as a result of the conversion) to CPNRF unitholders whose names are listed in the unitholder register book as at the date for determining the names of the unitholders who are entitled to swap the investment units of CPNRF with the trust units of CPNREIT without delay. The liquidator must also submit the following documents to the unitholders:

(a) Documents showing the number of trust units to which each unitholder is entitled; and

(b) Prospectus for the offering for sale of the trust units for accommodating the conversion, or a document containing material information that is in accordance with the fact sheet as shown in the registration statement for the offering for sale of trust units submitted to the SEC Office;

(4) The liquidator shall allocate the dividends and/or returned invested amount (if any) to the unitholders of CPNRF whose names are listed in the unitholder register book as at the date for determining the names of the unitholders who are entitled to receive the dividends and/or returned invested amount (if any);

(5) The liquidator and/or the Management Company shall file the application for delisting the investment units of CPNRF from being the listed securities on the SET;

(6) The Settlor shall file the application for listing the trust units of CPNREIT as listed securities to the SET; and

(7) The liquidator shall submit the application for dissolution of CPNRF along with the liquidation report to the SEC Office within 30 days from the completion date of the liquidation process in compliance with the criteria prescribed in the relevant notifications.

In addition, in liquidating CPNRF, the Management Company shall perform the duties as the liquidator for a fee at the rate of THB 100,000 (excluding VAT).

In addition, the meeting approved to authorize the Management Company and/or the Settlor and/or the REIT Manager to have the power to take the following actions:

(1) To determine details and/or take any actions necessary for or in connection with the dissolution, liquidation, and appointment of the liquidator of CPNRF, in accordance with the resolution of the Unitholders' Meeting of CPNRF No. 1/2017, as proposed, and/or with the orders or recommendations of the SEC Office, the SET and any relevant government authorities or agencies, or any persons for the said purpose;

(2) To negotiate, prepare, execute, deliver, and/or amend any agreements, commitment and/or other documents relating to the dissolution, liquidation, and appointment of the liquidator of CPNRF, including to contact the SEC Office, the SET, and any relevant government authorities or agencies, or any persons for the said purpose; and

(3) To do any other acts which are necessary or relevant to accomplish the foregoing acts in all respects, and to appoint and/or remove any substitutes for accomplishment of the acts (1) and (2) above.

Please be informed accordingly.

Sincerely yours,

CPN Retail Growth Leasehold Property Fund  
By SCB Asset Management Co., Ltd.

(Mrs. Tipaphan Puttarawigorm)  
Executive Vice President  
Property & Infrastructure Investment Group