



Invitation to Unitholders' Extraordinary General Meeting

No. 1/2018

Hemaraj Leasehold Real Estate Investment Trust (HREIT)

Tuesday 18th, December 2018, at 10.00 AM

At The Chamber room, B Floor, S31 Sukhumvit Hotel Bangkok,

545 Sukhumvit 31, Klongtoey-Nua, Wattana, Bangkok

WHA Industrial REIT Management Company Limited



บริษัท ดับบลิวเอชเอ อินดัสเตรียล รีท แมนเนจเม้นท์ จำกัด

3 December 2018

Re: Invitation of Extraordinary General Meeting No. 1/2018 of the Trust Unitholders of Hemaraj Leasehold Real Estate Investment Trust (HREIT)

To: The Trust Unitholders of Hemaraj Leasehold Real Estate Investment Trust (HREIT)

- Annex**
1. Minutes of the 2018 Annual General Meeting of the Trust Unitholders;
 2. Information on the HREIT's Additional Investment Assets No. 2;
 3. Summary of Appraisal Report of the Independent Appraiser;
 4. Summary of the Material Conditions of Loan Agreement and the Issuance of Debentures;
 5. Information Memorandum on HREIT's Acquisition of Assets and HREIT's Related Party Transactions with Related Persons (Persons Related to the REIT Manager);
 6. Projected Income Statement Report and Allocation of Profits under Assumptions during the period of 1 January 2019 to 31 December 2019;
 7. Opinion Report of the Independent Financial Advisor on Acquisition of Assets and Related Party Transaction;
 8. The Amendment of Trust Deed;
 9. Opinions of the Trustee;
 10. Explanation on Procedure for Registration, Meeting Attendance and Giving Proxy;
 11. Proxy Form;
 12. Profiles of Independent Directors of WHA Industrial REIT Management Company Limited to Serve as the Proxy of Trust Unitholders;
 13. Map of Venue of the Meeting; and
 14. List of Trust Unitholders.

Hemaraj Leasehold Real Estate Investment Trust ("HREIT") currently has 702,634,116 listed Trust Units with a par value per unit of Baht 9.0708 each, totaling Baht 6,373,453,539.32, and has made investment in leasehold right in the Initial Investment Assets and the Additional Investment Assets No.1 totaling 122 units in 7 projects, namely: (1) WHA Eastern Seaboard Industrial Estate 1, (2) Eastern Seaboard Industrial Estate (Rayong), (3) WHA Chonburi Industrial Estate , (4) WHA Saraburi Industrial Land, (5) WHA Logistics Park 1, (6) WHA Logistics Park 2, and (7) WHA Logistics Park 4.

To be in accordance with HREIT's establishment objectives in raising funds to lease immovable properties, and procure commercial benefits from such properties and in order to generate income and return for HREIT and the Trust Unitholders of HREIT, WHA Industrial REIT Management Company Limited (the "**Company**"), as the REIT Manager of HREIT, deemed it appropriate for HREIT to invest in

the Additional Investment Assets No. 2 by applying for a loan and by using the security deposits for lease and service which HREIT received from current lessees in order to increase the source of revenue and the return to the Trust Unitholders.

In this regards, the Company deemed it appropriate to hold an Extraordinary General Meeting No. 1/2018 of the Trust Unitholders of HREIT on 18 December 2018 at 10.00 a.m. at S31 Sukhumvit Hotel, 545 Sukhumvit Road, Klongtoey-Nua Sub-District, Wattana District, Bangkok 10110. The Map of Venue of the Meeting appears in Annex 13. The Meeting is to consider matters pursuant to these 5 agendas as follows:

Agenda 1 To consider and adopt the Minutes of the 2018 Annual General Meeting of the Trust Unitholders

The 2018 Annual General Meeting of the Trust Unitholders of HREIT was held on 24 April 2018. The Meeting commenced at 14.04 hrs. at Ballroom 1, S31 Sukhumvit Hotel, 545 Sukhumvit Road, Klongtoey-Nua Sub-District, Wattana District, Bangkok 10110. There were 114 Trust Unitholders attending the Meeting in person and by proxy, counting a total number of 246,671,663 Trust Units, representing 35.1067 percent of the total sold Trust Units of HREIT. The details of each agendas are as follows:

Agenda 1 To consider and adopt the Minutes of the Extraordinary General Meeting No. 1/2017 of the Trust Unitholders. The Meeting resolved to adopt the Minutes of the Extraordinary General Meeting No. 1/2017 of HREIT held on 21 June 2017

Agenda 2 To report the operating results of HREIT for the year 2017. The Meeting resolved to acknowledge the operating results of HREIT for the year 2017.

Agenda 3 To report the financial statement of HREIT for the year 2017. The Meeting resolved to acknowledge the financial statement of HREIT for the year 2017.

Agenda 4 To report the appointment of auditors of HREIT for the year 2018. The Meeting resolved to acknowledge the appointment of the auditors of HREIT for the year 2018 from Pricewaterhousecoopers ABAS Ltd. ("**Pricewaterhouse**"), namely:

1. Miss Nopanuch Apichatsatien, Certified Public Accountant No. 5266, and/or
2. Mr. Chanchai Chaiprasit, Certified Public Accountant No. 3760, and/or
3. Mr. Boonrueng Lerdwiseswit, Certified Public Accountant No.6552.

Whereby, one of the aforementioned persons shall review and give the opinions to HREIT's financial statements. In case the said auditors are unable to perform the work, Pricewaterhouse shall provide other certified public accountants in Pricewaterhouse to perform instead. The remuneration of the auditors for the year 2018 is Baht 970,000 (exclusive of other expenses). The said auditor remuneration is the remuneration for auditing both annual and quarterly financial statement.

The copy of Minutes of the 2018 Annual General Meeting of the Trust Unitholders of HREIT appears in Annex 1.

Agenda 2 (which consists of Agenda 2.1 and 2.2) and Agenda 4.1 to be proposed for approval in this Extraordinary General Meeting No. 1/2018 of the Trust Unitholders of HREIT are related and conditional upon each other. If any of Agenda 2 (which consists of Agenda 2.1 and 2.2), and Agenda 4.1 has not been approved by the Extraordinary General Meeting No. 1/2018 of the Trust Unitholders of HREIT, the other agendas which have been previously approved by the Extraordinary General Meeting No. 1/2018 of the Trust Unitholders of HREIT shall be deemed to be canceled and other agendas will not be proposed to the Extraordinary General Meeting No. 1/2017 of the Trust Unitholders of HREIT for consideration.

Agenda 2 To consider and approve the investment in the Additional Investment Assets No. 2 of HREIT

The Company considered it appropriate to propose to the Trust Unitholders for consideration and approval of the additional investment in immovable properties No. 2 by leasing lands with factory buildings, offices and other buildings located on such lands, including its component parts for 30 years from the commencement date of the lease period with the right to extend the lease for another 30 years, and purchasing any relevant moveable property used for the business operation within the leased properties (the “**Additional Investment Assets**”), at the amount of 1 project, in WHA Saraburi Industrial Land from WHA Industrial Building Company Limited (the “**Asset Owner’s Company**”). The details are as set out below:

Details of Additional Investment Assets Leasehold right of lands and factory buildings, the details of which are as follows:

1. 8 units of attached building factory with a land area of approximately 6-0-48 rai, a building area of approximately 11,196 square meters;
2. 1 unit of detached building factory with a land area of approximately 6-3-50 rai, a building area of approximately 4,720 square meters;
3. A usable leased rooftop area of approximately 8,467 square meters.

Leasehold right of lands and factory buildings has the total land area of approximately 12-3-98 rai or 5,198 square wah, the total factory building area of approximately 15,916 square meters, and the usable leased rooftop area of approximately 8,467 square meters.

Remarks:

1. At present, the area of the factory and office buildings has been fully occupied by lessee. However, HREIT will request the Asset Owner’s Company to pay rental for the unoccupied leased properties or to pay rental short of the minimum rental rate of the factory and office buildings to HREIT for the period of 3 years from HREIT’s investment date or until there is a lessee during such period at the following minimum rental rate:

Attached Building Factory	Detached Building Factory
Baht 193 per square meter	Baht 210 per square meter

The conditions are in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Company.

- Currently, the leasable rooftop area is not occupied by a lessee. In this regard, if on the date of HREIT's investment, the leasable rooftop area is still not occupied by a lessee, HREIT will request WHA Industrial Development Public Company Limited ("**WHAID**") or the Asset Owner's Company to pay the rental to HREIT for the leasable rooftop area for a period of 15 years from HREIT's investment date or until there is a lessee during such period (the "**Warranty Period**") at the rental rate of Baht 3 per square meter per month with the 6 percent rental rate increase every 3 years. The conditions are in accordance with the Undertaking Agreement that HREIT will enter into with WHAID or the Asset Owner's Company. In this regard, during such Warranty Period, HREIT shall give first right to WHAID or the Asset Owner's Company and/or persons related to WHAID or the Asset Owner's Company to lease such rooftop before any third party for a lease term of no less than the remaining Warranty Period, and the rental rate shall not be less than the rental rate that WHAID or the Asset Owner's Company pays to HREIT at that time and equal to or not less than the rental rate proposed by any third party to HREIT.

In case when WHAID or the Asset Owner's Company and/or persons related to WHAID or the Asset Owner's Company has exercised the right to lease rooftop according to the aforementioned conditions on lease term and rental rate, WHAID or the Asset Owner's Company shall be released from its obligation to pay the rental of rooftop under the Undertaking Agreement. The conditions are in accordance with the Undertaking Agreement that HREIT will enter into with WHAID or the Asset Owner's Company.

During the Warranty Period, if WHAID or the Asset Owner's Company is able to procure a lessee to rent the said rooftop area with the rental period of not less than the remaining period of the Warranty Period of the rental payment of the rooftop pursuant to the terms and conditions and the rental rate that are not inferior than the existing, WHAID or the Asset Owner's Company does not have to pay the rent for the remaining rooftop area of the leased properties for the part that WHAID or the Asset Owner's Company is able to procure the lessee for HREIT. However, if the lessee procured by WHAID or the Asset Owner's Company entered into the agreement for rooftop rental with the rental rate lower than the above rate, WHAID or the Asset Owner's Company is still obligate to pay the rental short for

the said rooftop area to HREIT until the expiry of the Warranty Period. In this regards, the terms shall be in accordance with the Undertaking Agreement to be entered into between HREIT and WHAID or the Asset Owner's Company.

3. This additional investment in the Additional Investment Assets, HREIT will make the investment by entering into:
 - 3.1 Land and Building Lease Agreement with the asset owner (which has an ownership over lands and buildings);
 - 3.2 Moveable Properties Sale and Purchase Agreement with the asset owner which is the owner of other assets in such project;
 - 3.3 Mortgage Agreement (to accept asset mortgage); and
 - 3.4 Any relevant agreement, such as Property Manager Appointment Agreement, Undertaking Agreement etc.

The details of area of the Additional Investment Assets No. 2 are summarized as follows:

Total land area (only for the portion to be invested in by HREIT)	12-3-98 rai
Approximate total leasable building area of the portion to be invested in by HREIT	15,916 square meters
Approximate total usable leased rooftop area of the portion to be invested in by HREIT	8,467 square meters
Average building age (only for the portion to be invested in by HREIT by calculating until 31 December 2018)	6.13 years

The further details of the Additional Investment Assets No. 2 appear in Annex 2.

The Company has appointed 2 independent appraisers namely: Siam City Appraisal Co., Ltd. and TAP Valuation Co., Ltd. to appraise the value of the Additional Investment Assets No. 2 by income approach for the lease term of 30 years and the right to extend the lease for another 30 years. The details of the appraised price are as follows:

Assets	Appraised Value (Million Baht)	
	Siam City Appraisal Co., Ltd.	TAP Valuation Co., Ltd.
Approximate total Additional Investment Assets value under the REIT's leasehold condition	464	460
Approximate REIT's investment value not exceeding	477	
Higher than the lowest appraised price (percentage)	3.52	

Remark: The appraised value calculated by the independent appraisers by using discounted cash flow valuation method and calculated into value as of 1 January 2019 which is the REIT's expected investment date. The details of appraisal report of the independent appraiser for the Additional Investment Assets appear in Annex 3.

The investment in the Additional Investment Assets No. 2 by HREIT shall be no more than Baht 477,000,000 (to be paid on HREIT's investment date in the Additional Investment Assets No. 2), comprises of the rental of lands and buildings and the purchase price of relevant moveable properties used for the business operation within the leased properties (exclusive of value added tax, registration fee and specific business tax, including other relevant fees and expenses which shall be borne by HREIT). HREIT shall have the right to extend the lease for another 30 years, where the rental for the renewed period shall be Baht 30,000,000 (which shall be paid when the lease agreement is renewed exclusive of value added tax, registration fee stamp duty and specific business tax, including other relevant fees and expenses which shall be borne by HREIT).

The funds to be used for the investment in the Additional Investment Assets No. 2 will be obtained from long-term loan in the amount of not exceeding Baht 420,000,000 and security deposits for lease and service which HREIT received from current lessees in the amount of not exceeding Baht 80,000,000. HREIT will procure short-term credit facility from financial institution for being a source of working capital (in the amount of not exceeding Baht 80,000,000) reserved in case that HREIT is required to return the security deposits for lease and service used for the investment in the Additional Investment Assets and may not have sufficient liquidity. Moreover, if HREIT is unable to procure such short-term credit facility in the amount of not exceeding Baht 80,000,000 from financial institution prior to HREIT's additional investment No. 2, the REIT Manager will request WHAID or group companies of WHAID to support the working capital reserved in case that HREIT is required to return the security deposits for lease and service used for the investment in the Additional Investment Assets No. 2. The request for financial support from WHAID or group companies of WHAID is subject to consideration of WHAID or group companies of WHAID, negotiation, conditions and relevant agreements between WHAID or group companies of WHAID and HREIT. The REIT Manager shall use its best endeavor to obtain the short-term credit facility from commercial bank prior to requesting financial support from WHAID or group companies of WHAID. Even if WHAID or group companies of WHAID provide such working capital support, the REIT Manager will continue to procure the short-term working capital from financial institution. WHAID or group companies of WHAID shall be released from its obligation to support such working capital when HREIT obtains the short-term

companies of WHAID. In this regard, the conditions will be in accordance with the Undertaking Agreement that HREIT will enter into with WHAID.

The price for investment by HREIT in Additional Investment Assets of up to Baht 477,000,000 (to be paid on HREIT's investment in Additional Investment Assets date) (exclusive of value added tax, registration fee, stamp duty and specific business tax and other relevant fees and expenses which shall be borne by HREIT) is approximately 3.52 percent higher than the price from the lowest appraisal price prepared by the appraisers, details as specified in Annex 3.

The REIT Manager reserves the right to determine any term or condition, such as the determination of certain amount of security deposits for lease and service to be used as capital, the determination of project where the security deposits for lease and service shall be used as capital by HREIT, to be consistent with the details specified above, including appointment and/or removal of attorney in aforementioned acts for the purpose of achieving the said matter, by taking into account the benefits of HREIT and Trust Unitholders.

Condition of Investment in Additional Investment Assets of HREIT

The investment in Additional Investment Assets of HREIT will be subjected the following conditions:

- (1) The Asset Owner's Company has obtained approval from their board of directors' meetings and/or their shareholders' meetings (if necessary) for letting and sale of such assets (as the case may be) and entering into the relevant transactions with HREIT and has performed any action so that the Additional Investment Assets are ready to be invested in by HREIT;
- (2) There are no pending issues from legal due diligence. In case there are any pending issue, the Company has amended or completed on or before this HREIT's investment date to be in accordance with the Trust Deed as well as other relevant laws, rules and regulations;
- (3) The trustee certifies that the procedures for investment in the Additional Investment Assets No. 2 of HREIT is complied with Trust Deed as well as other relevant laws, rules and regulations; and
- (4) HREIT has obtained approval from the Trust Unitholders' Meeting to proceed with the investment in the Additional Investment Assets No. 2, obtaining a loan, conducting HREIT's related party transaction in connection with the investment in Additional Investment Assets and to perform any related action so as to carry out the investment in Additional Investment Assets.

The appointment of Property Manager and the warranty of the rental payment of the leasable rooftop area

The Company wishes to appoint WHAID, being one of the major Trust Unitholders of HREIT, whereby as at 23 August 2018, WHAID hold the Trust Units at the rate of 15.0 percent of HREIT's sold Trust Units, and being the Property Manager for HREIT's current investment assets, as the Property Manager of the Additional Investment Assets No. 2 and to enter into the Undertaking Agreement with WHAID in relation to the Additional Investment Assets No. 2. Furthermore,

the Company wishes to give first right to WHAID or the Asset Owner's Company and/or persons related to WHAID or the Asset Owner's Company to lease the rooftop of the Additional Investment Assets No. 2 from HREIT before any third party for 15 years from the commencement date of the lease period of the Additional Investment Assets.

The total amount of loans of up to approximately Baht 500,000,000 and the provision of collateral for such loan

HREIT has a plan to procure the long-term loan in the amount of not exceeding Baht 420,000,000 for the investment in the Additional Investment Assets No. 2 as aforementioned and will procure the short-term credit facility from financial institution for being a source of working capital reserved in case that HREIT is required to return the security deposits for lease and service used for the investment in the Additional Investment Assets No. 2 in the amount of not exceeding Baht 80,000,000, totaling not exceeding Baht 500,000,000.

When combining such loans with the loan under the existing loan agreement entered into by HREIT (currently, HREIT has the total loan amount of Baht 2,864,962,556, equivalent to 31.1 percent of total asset value of HREIT as at 30 September 2018), the loan amount of HREIT after lending shall not exceed 40 percent of total asset value of HREIT (which is in accordance with the relevant regulation where REIT can leverage up to 60 percent of total asset value in case HREIT has the latest credit rating level in the investment grade, determined by a credit rating agency approved by the Office of the SEC not more than 1 year before the date of applying for the loan) which HREIT is rated with credit rating level in the investment grade of BBB+ by Tris Rating Co., Ltd. on 9 October 2018.

The loan and the provision of collateral related to the loan of HREIT will be as mutually agreed by the borrower and the lender in loan agreement. The REIT Manager reserves the right to determine any term or condition of the loan and to proceed with any transaction related to such loan as appropriate, including to determine the collateral for the loan, namely: (1) assignment of leasehold right as collateral, (2) conditional assignment of insurance policy and endorsement to the lender as beneficiary and co-insured, (3) conditional assignment of lease and service agreements of lessees, (4) registration of leasehold right and/or right of claim and/or insurance policy as collateral under the Business Security Act, (5) other loan collaterals as may be mutually agreed by the borrower and the lender in addition to the loan agreement. The REIT Manager reserves the right to determine any term or condition and collateral of the loans, including to proceed with any transaction related to such loans, by taking into account the benefits of HREIT and Trust Unitholders, such as amount, interest rate, term of loan, payment period, negotiation on execution, signing, delivery of any document related to the loans, including appointment and/or removal of attorney in aforementioned acts for the purpose of achieving the said matter. The details of the material condition of loan agreement shall be as specified in Annex 4.

The Amendment of Trust Deed

HREIT will use some fund from the security deposits for lease and service which HREIT received from the current lessees in the investment in the Additional Investment Assets No. 2. In this regard, the current Trust Deed specified that the use of security deposits for lease, including the amount of loan and the terms related to the loan are in accordance with the information disclosure form for the offer for sale of Trust Units. However, there will be no information disclosure form for the offer for sale of Trust Units in this investment in the assets of HREIT. Thus, the use of security

deposits for lease and service, including the amount of loan and the terms related to the loan will be in accordance with the resolution of the Trust Unitholders' Meeting.

Agenda 2.1 To consider and approve the investment in leasehold right of immoveable properties and other relevant assets

The Company proposes the Trust Unitholders to approve the investment in Additional Investment Assets of HREIT with the details as proposed in all respects and to approve the Company and/or the Trustee as the authorized person empowered to act in the following matters:

- 1) Determine the form of additional investment, the details of assets, appraisal method including the appropriate price for investment in Additional Investment Assets at this time and appoint WHAID as the Property Manager for Additional Investment Assets;
- 2) Negotiate, prepare, execute, deliver and/or amend agreements or obligations showing the right to invest in immoveable properties, asset lease agreements and/or assets sale and purchase agreements and/or undertaking agreements and/or mortgage agreement (whereby HREIT is a mortgagee) and/or agreements and/or any related document by the time that HREIT has obtained approval from its Trust Unitholders to invest in Additional Investment Assets, including contact with the Office of the SEC, the Stock Exchange of Thailand, governmental agencies, or governmental organizations, or any other person for the aforementioned actions, etc.;
- 3) Perform any action as necessary or relating thereto in all respects to carry out the actions as mentioned above until its completion, including the appointment and/or removal of the delegated attorney in aforementioned acts above for the purpose of achieving the said matter; and
- 4) To exercise discretion in determining whether or not to invest in some parts of the Additional Investment Assets, and/or to stipulate, alter the procedures and/or conditions in the investment, in case the conditions or the result of the negotiation with the Asset Owner's Company and/or holders of superior rights in assets in which HREIT will invest or the outcome of the legal due diligence demonstrates that the investment of HREIT in such assets will not benefit HREIT and/or the Trust Unitholders in general, or may create excessive liabilities on HREIT. In this regards, the benefits of HREIT and the Trust Unitholders shall be of great importance.

Opinion of the Company

Based on HREIT's objectives in investment in main assets in the type of immoveable properties or leasehold in immoveable properties (including sub-leasehold in immoveable properties) and other assets which are component or accessory of the aforementioned immoveable properties, the types of assets in which HREIT will invest are warehouses, distribution centers or ready-built factory buildings and rooftop areas or any part of the aforementioned buildings located in (a) industrial area established, invested in and/or developed by WHAID or its subsidiaries (collectively called "WHAID group") or (b) areas developed by WHAID group located next to the industrial areas or (c) the areas other than (a) and (b) which WHAID group has sole ownership or possession right or

joint ownership or possession rights between WHAID and its subsidiaries before 13 October 2015 and continue to hold the ownership or possession. The Company has considered and opined that the Additional Investment Assets are complied with HREIT's investment objectives.

For the income aspect, the Company expects that the investment in Additional Investment Assets will be the investment in potential income generating assets that will increase benefits to HREIT, whereby it is likely to increase the stability of the rental income and the operating results of HREIT.

For the diversification of benefit procurement risks aspect, the Company is of the opinion that the investment in Additional Investment Assets will increase diversity among the lessees who are source of income and will therefore minimize the reliance on income from the existing lessees.

For the determination of price to be invested by HREIT to be not exceeding Baht 477,000,000 (to be paid on the HREIT's investment date) (exclusive of value added tax, registration fee, stamp duty and specific business tax and other relevant fees and expenses which shall be borne by HREIT), it is approximately 3.52 percent higher than the price from the lowest Appraisal Price Report prepared by the appraisers, together with the Projected Income Statement Report and Allocation of Profits under Assumptions during the period of 1 January 2019 to 31 December 2019 (Annex 6) which demonstrated that the projected cash distribution per unit or DPU expected to be received by the Trust Unitholders after HREIT invests in Additional Investment Assets that equals to Baht 0.7713 per unit which shall not be less than the projected cash distribution per unit expected to be received by the Trust Unitholders in case HREIT does not invest in the Additional Investment Assets which equals to Baht 0.7445 per unit. The Company is of the opinion that the price is reasonable with the fair and appropriate rate.

For the appointment of Property Manager for the Additional Investment Assets, the Company deemed it appropriate to appoint WHAID to be the Property Manager for the Additional Investment Assets due to its experience and expertise in managing and administering properties in industrial estates which will enable WHAID to supervise and provide services to the existing lessees as well as to manage and administer properties of HREIT continually and efficiently. In this regards, since WHAID is the Property Manager for its own assets and the assets of Hemaraj Industrial Property and Leasehold Fund (HPF) which are the same types of properties in which HREIT will make an additional investment, the Company will prescribe the measure for preventing conflict of interest in property management of HREIT in the same manner with the existing method stipulated in the undertaking agreement for establishment of HREIT.

For the remuneration of the Property Manager, the Company considered the rationale of the remuneration rate that WHAID will impose on HREIT by comparing the remuneration rate for the Property Manager to be imposed on HREIT by WHAID with remuneration rate for the Property Management Fee of other property funds and real estate investment trusts having the similar scope of services with HREIT. The Company can conclude that the said remuneration is in the same rate as collected by WHAID from HREIT for the Initial Investment Asset and the Additional Investment Assets No.1 and the said rate is fair and reasonable and WHAID is also one of operators in Thailand who has experience and expertise in the management of factory buildings and also has expertise in the administration work with efficient and experienced team in various fields. WHAID is considered to be a Property Manager with expertise and experience and familiar with properties to be additionally invested which will enable the management of the main assets to generate benefits for HREIT and the Trust Unitholders.

In addition, for the transaction that HREIT will request the Asset Owner's Company to pay rental to HREIT for the unoccupied leased properties and to pay rental short of the minimum rental rate for the period of 3 years from the HREIT's investment date or until there is a lessee during such period, the transaction that HREIT will request WHAID or the Asset Owner's Company to pay rental to HREIT for the rooftop area lease for the period of 15 years from the HREIT's investment date or until there is a lessee during such period, and the financial support transaction from WHAID and group companies of WHAID to be used as the working capital of HREIT, are reasonable priced and are beneficial to the Trust Unitholders. To make these processes go smoothly, the Trust Unitholders should approve the Company to have authorities to proceed as proposed above.

Voting

The aforementioned transactions of HREIT are considered related party transactions with the Company or with parties related to the Company of a value greater than Baht 20,000,000 or exceeding 3 percent of the net asset value (NAV) of HREIT, whichever is higher, whereby the value equals to Baht 560.89 Million or equivalent to 9.08 percent. As a result, such transactions must be approved in the trust unitholders' meeting by a vote of not less than three-fourths of all trust units of trust unitholders attending the meeting and having the right to vote.

In counting the votes of all trust unitholders who have the right to vote, the Company shall not count votes of trust unitholders who have a special interest in investment in immovable properties or sub-leasehold in immovable properties or owners, lessees, sub-lessees, assignors of sublease rights or grantors of rights in properties in which HREIT will make an additional investment, including their associated persons.

The Trust Unitholders who have special interest in this matter and may not vote in this agenda (as of the Record Date on 22 November 2018) are specified under List of Trust Unitholders which appears in Annex 14.

As WHAID is the major shareholder of the Company and the Asset Owner's Company, the additional investment in the assets of Asset Owner's Company is considered as related party transaction with the Company. The Company also attached the Information Memorandum on HREIT's Acquisition of Assets and HREIT's Related Party Transactions with the Asset Owner's Company who are persons related to the Company, the detail of which appears in Annex 5 and Opinion Report of the Independent Financial Advisor on Acquisition of Assets and Related Party Transaction, the detail of which appears in Annex 7 for consideration.

Conditions for entering into the transaction

The Voting in this Agenda 2.1 is related to Agenda 2.2 and Agenda 4.1. In the case that the Trust Unitholders' Meeting approves the entering into the transactions in this Agenda, the Company shall be able to do such transactions only if the Trust Unitholders' Meeting has approved the entering into all transactions in Agenda 2.2 and Agenda 4.1.

Agenda 2.2 To consider and approve the long-term credit facility and the short-term credit facility in the total loan amount of not exceeding Baht 5 0 0 , 0 0 0 , 0 0 0 and the provision of collateral related to the loans (the Additional Investment Assets No. 2 and the existing assets of HREIT) for the Additional Investment

No. 2 in leasehold right of immoveable properties and other relevant assets and for the working capital of HREIT

According to Agenda 2.1, the Company deemed it appropriate to propose to the Trust Unitholders to approve HREIT to borrow the long-term loan and the short-term in the total loan amount of not exceeding Baht 500,000,000 and the provision of collateral related to the loan (Additional Investment Assets No. 2 and the existing HREIT's asset) to invest in the leasehold right of the immoveable properties and other relevant assets No.2 and to use as the working capital in HREIT with one or more commercial banks in the country and may include any other financial institution or any other lender of other institution who can provide loan to real estate investment trust, such as life insurance companies and non-life insurance companies. The details of the material condition of loan agreement shall be as specified in Annex 4.

Therefore, the Company proposed the Trust Unitholders to consider and approve the loan and the provision of relevant collateral and to authorize the Company and/or the Trustee to act in the following matters:

- 1) Stipulate rules and other conditions for the loan, such as amount of the loan, interest rate, term of the loan, payment period, promise, maintaining of HREIT's ratios as agreed with the lenders, details of collaterals which is not prescribed by the Trust Unitholders' Meeting, all of which shall be consistent with the resolution of the Trust Unitholders' Meeting and/or the order or suggestion of the Office of the SEC and/or the Stock Exchange of Thailand and/or other relevant authorities, including contacting with the Office of the SEC, the Stock Exchange of Thailand, governmental agencies, or governmental organisations, or any other person for the aforementioned actions.
- 2) Negotiate, prepare, execute, deliver and/or amend loan agreements, collateral agreements or other agreement or obligations related to the loan of HREIT, deliver any document related to the loan and the provision of collateral, and conduct any business transaction related to the aforementioned loan and the provision of collateral.
- 3) Perform any other act necessary for or related to the above purposes in all respects so as to ensure a success in the aforementioned acts, including the appointment and/or removal of the delegated attorney in aforementioned acts above for the purpose of achieving the said matter.

Opinion of the Company

The Company considered it appropriate to approve the loan for the additional investment No. 2 in leasehold right of immoveable properties and other relevant assets and for the working capital of HREIT and the provision of collateral related to the loan for the investment in the Additional Investment Assets which will benefit the Trust Unitholders of HREIT by allowing HREIT to have more efficient money management structure and the cost of investment is lower compared to the sale of Trust Units alone. As a result, the returns of the Trust Unitholders of HREIT will be improved. The Board of Directors has taken into account the liquidity risk management of HREIT and shall procure HREIT to reserve funds to repay the loan (principal and interest) of HREIT as appropriate, taking into account the repayment period of the loan and the conditions of the money market and the capital market during such period and taking into account the benefits of the Trust Unitholders.

HREIT may proceed so by seeking new sources of fund such as the issuance of debentures and/or the loan from commercial bank including the partial prepayment of loan with cash flow from the operation of HREIT and at the same time, the interest rates payable by HREIT on loans are comparable rate to interest rate charged by most commercial banks in the country from their prime major customers in similar industries and under similar conditions (e.g., in respect of the right between creditors and Shareholders / Trust Unitholders and other risk factors). This is lower than the financial cost of HREIT and is beneficial to the Trust Unitholders of HREIT.

Voting

The entering into the transaction requires the approval from the trust unitholders' meeting with a vote of not less than majority vote which is more than one-half of the total of the trust unitholders attending the meeting and having the right to vote. For this Agenda, there are no Trust Unitholders who have special interest.

Conditions for entering into the transaction

The Voting in this Agenda 2.2 is related to Agenda 2.1 and Agenda 4.1. In the case that the Trust Unitholders' Meeting approves the entering into the transactions in this Agenda, the Company shall be able to do such transactions only if the Trust Unitholders' Meeting has approved the entering into all transactions in Agenda 2.1 and Agenda 4.1.

Agenda 3 To consider and approve the loan (including the loan from commercial bank and/or the issuance and offering for sale of debentures) in the amount of not exceeding Baht 3,400,000,000 with or without the provision of collateral related to the loan or the debenture issuance (the Additional Investment Assets No. 2 and the existing assets of HREIT) for refinance of all HREIT's debts

The Company has a direction to apply for the loan from commercial bank and/or issue and offer for sale of debentures for HREIT's refinance (including the loan pursuant to existing loan agreement of HREIT and the loan for investment in the leasehold right of the immovable properties and other relevant assets No.2 and to use as the working capital in HREIT as specified in Agenda 2.2) and decrease of REIT's financial cost since the interest rate under the existing loan agreement of HREIT will increase and the interest rate of the loan from commercial bank and/or debenture market trends to be lower than the interest rate under the existing loan agreement of HREIT. The Company deemed it appropriate to propose for HREIT to apply for the loan from commercial bank and/or issue and offer for sale of debentures (in accordance with the Notification of Capital Market Supervisory Board No. TorJor. 82/2558 Re: Application for and Approval of Offer for Sale of Newly Issue Share of REIT (as amended)) for refinance under loan agreement or any debt, including for payment of costs for such issuance and offering for sale of debentures in the amount of not exceeding Baht 3,400,000,000, with or without provision of collateral related to the loan (the Additional Investment Assets and the existing assets of HREIT).

The loan amount of HREIT after lending shall not exceed 40 percent of total asset value of HREIT (which is in accordance with the relevant regulation where REIT can leverage up to 60 percent

of total asset value in case HREIT has the latest credit rating level in the investment grade, determined by a credit rating agency approved by the Office of the SEC not more than 1 year before the date of applying for the loan) which HREIT is rated with credit rating level in the investment grade of BBB+ by Tris Rating Co., Ltd. on 9 October 2018.

The loan and the provision of collateral related to the loans of HREIT will be as mutually agreed by the borrower and the lender in loan agreement. The REIT Manager reserves the right to determine any term or condition of the loan and to proceed with any transaction related to such loans as appropriate, including to determine the collateral for the loans, namely: (1) assignment of leasehold right as collateral, (2) conditional assignment of insurance policy and endorsement to the lender as beneficiary and co-insured, (3) conditional assignment of lease and service agreements of lessees, (4) registration of leasehold right and/or right of claim and/or insurance policy as collateral under the Business Security Act, (5) other loan collaterals as may be mutually agreed by the borrower and the lender in addition to the loan agreement. The REIT Manager reserves the right to determine any term or condition and collateral of the loan, including to proceed with any transaction related to such loan, by taking into account the benefits of HREIT and Trust Unitholders, such as amount, interest rate, term of loan, payment period, negotiation on execution, signing, delivery of any document related to the loan, including appointment and/or removal of attorney in aforementioned acts for the purpose of achieving the said matter. The details of the material condition of loan agreement shall be as specified in Annex 4 and the details of the material condition of the issuance of debentures shall be as specified in Annex 4.

Therefore, the Company proposed the Trust Unitholders to consider and approve the loan (including the loan from commercial bank and/or the issuance and offering for sale of debentures) and the provision of relevant collateral by specifying the details of the loan amount as aforementioned and to authorize the Company and/or the Trustee to act in the following matters:

- 1) Stipulate rules and other conditions for the loan, such as amount of the loan, interest rate, term of the loan, payment period, promise, maintaining of HREIT's ratios as agreed with the lenders. Stipulate other details and conditions related to the issuance and offering for sale of debentures, such as name of the debentures, nature of the offering, number of debentures to be issued and offered, the type of debenture, securities, offering price per unit, maturity period, early redemption, interest rate, principal and interest payment method, allocation method and details of the offer, etc., details of collaterals which is not prescribed by the Trust Unitholders' Meeting, all of which shall be in the same manner with the method stipulated above.
- 2) Negotiate, prepare, execute, deliver and/or amend loan agreements, collateral agreements or other agreement or obligations related to the loan and/or the issuance and offering for sale of debentures of HREIT, deliver any document related to the loan and/or the issuance and offering for sale of debentures and the provision of collateral and the proceeding of any transaction in relation to the loan and/or the issuance and offering for sale of debentures and the said provision of collateral shall include the preparing and submission of application and relevant documents to the Securities and Exchange Commission and relevant authorities, the listing of the said debentures on the Stock Exchange of Thailand and/or the Thai Bond Market Association or any other secondary market and any actions necessary or relevant to the issuance and offering for sale of such debentures for the purpose of achieving the said matter and shall be in compliance with the law.

- 3) Perform any other act necessary for or related to the above purposes in all respects so as to ensure a success in the aforementioned acts, including the appointment and/or removal of the delegated attorney in aforementioned acts above for the purpose of achieving the said matter.

Opinion of the Company

The loan from commercial bank and/or the issuance and offering for sale of debentures for HREIT's refinance pursuant to the existing loan agreement or any other existing debt to decrease of REIT's financial cost since the interest rate under the existing loan agreement of HREIT will increase and the interest rate of the loan from commercial bank and/or debenture market tends to be lower than the interest rate under the existing loan agreement of HREIT which will benefit the Trust Unitholders of HREIT by allowing HREIT to have more efficient money management structure and the cost of investment is lower compared to the sale of Trust Units alone. As a result, the returns of the Trust Unitholders of HREIT will be improved. Company has taken into account the liquidity risk management of HREIT, including the fees and expenses related to the payment of debts which HREIT may have to pay pursuant to any loan agreement or pre-existing debts of HREIT, and at the same time, the interest rates payable by HREIT on loans are comparable rate to interest rate charged by most commercial banks in the country from their prime major customers in similar industries and under similar conditions (e.g., in respect of the right between creditors and Shareholders / Trust Unitholders and other risk factors). This is lower than the financial cost of HREIT and is beneficial to the Trust Unitholders of HREIT.

The Company deemed it appropriate to approve the loan (including the loan from commercial bank and/or the issuance and offering for sale of debentures) for the refinance of HREIT and the provision of relevant collateral, including to approve the authorization of the Company to stipulate the detailed rules and other conditions for the loan and/or the issuance and offering for sale of debentures and the provision of collateral, and to negotiate, prepare, execute, deliver and/or amend any document related to the loan and/or the issuance and offering for sale of debentures and the providing of collateral and to proceed with any other relevant transaction so as to achieve the said loan and/or the issuance and offering for sale of debentures and the provision of collateral.

Voting

The entering into the transaction requires the approval from the trust unitholders' meeting with a vote of not less than majority vote which is more than one-half of the total of the trust unitholders attending the meeting and having the right to vote. For this Agenda, there are no Trust Unitholders who have special interest.

Agenda 4 To consider and approve the amendments of HREIT's Trust Deed.

The amendments regarding the use of security deposits for lease and service and the terms related to the loan

HREIT will use some fund from the security deposits for lease and service which HREIT received from the current lessees in the investment in the Additional Investment Assets No.2. In this regard, the current Trust Deed specified that the use of security deposits for lease, including the amount of loan and the terms related to the loan are in accordance with the information disclosure form for the offer for sale of Trust Units. However, there will be no information disclosure form for the offer for sale of Trust Units in this investment in the assets of HREIT. Thus, the use of security deposits for lease and service, including the amount of loan and the terms related to the loan, will be in accordance with the resolution of the Trust Unitholders' Meeting. The REIT Manager deemed it appropriate to seek a Trust Unitholders' resolution for consideration and approval of the amendment of the current Trust Deed entered into between WHA Industrial REIT Management Company Limited (formerly Hemaraj REIT Management Company Limited) as the REIT Manager and SCB Asset Management Co., Ltd. as the Trustee, consisting of:

- (1) Trust Deed dated 21 November 2016
- (2) The Amendment to Trust Deed No. 1 dated 4 August 2017
- (3) The Amendment to Trust Deed No. 2 dated 27 December 2017

("Current Trust Deed")

in relation to the use of security deposits for lease and service and the terms related to the loan for clarity (Clause 2.6 of the current Trust Deed). Therefore, the use of the security deposits for lease and service, including the amount of loan and the terms related to the loan will be in accordance with the Agenda 2 as specified above. The details of the amendment of Trust Deed appear in Annex 8.

The amendments regarding the loan and the provision of collateral for refinance

Regarding the loan in the amount of not exceeding Baht 3,400,000,000 for the refinance and the provision of collateral related to the loan. In this regard, the current Trust Deed specified that the use of HREIT's assets as collateral for the loan, which shall create new obligation over the HREIT's assets, such provision of collateral of HREIT must be approved by the Trust Unitholders' resolution. In order to facilitate the restructuring of the loan for refinance by maintaining the same collateral or not more than the existing collateral, the REIT Manager deemed it appropriate to seek a Trust Unitholders' resolution for consideration and approval of the amendment of the current Trust Deed in respect of the loan and the provision of collateral of the loan (Clause 10.5.3 of the current Trust Deed). The details of the amendment of Trust Deed appear in Annex 8.

The amendments to be in line with actual proceeding regarding the payment of interim distribution, Trustee's assignment of work and approval of Net Asset Value report of HREIT

Apart from the amendments to be consistent with the investment in the Additional Investment Assets No. 2 of HREIT, the REIT Manager deemed it appropriate to seek a Trust Unitholders' resolution for consideration and approval of the amendment of the current Trust Deed to be in line with the actual proceeding in relation to the payment of interim distribution of HREIT for the benefits of the Trust Unitholders (Clause 15.3.2, Clause 18.2.2 and Clause 18.2.8(10) of the current Trust Deed).. The details of the amendment of Trust Deed appear in Annex 8.

Agenda 4.1 To consider and approve the amendments regarding the use of security deposits for lease and service and the terms related to the loan.

The Company proposed the Trust Unitholders to consider and approve the amendments of Trust Deed regarding the use of security deposits for lease and service and the terms related to the loan with the details as aforementioned and to authorize the Company and/or the Trustee to act in the following matters:

- 1) Determine the form of amendment of Trust Deed, including the entering into the various relevant agreement, to be consistent with the use of security deposits for lease for the investment in the leasehold right of the immoveable properties and other relevant assets in addition to the existing asset of HREIT in the same manner with the method stipulated above.
- 2) Negotiate, prepare, execute, deliver and/or amend the Trust Deed, including the entering into and/or amendment of various agreements related to the operation of HREIT and the procuring of benefit from the immoveable properties to be in accordance with the investment in the Additional Investment Assets.
- 3) Contact the relevant authorities, including to perform any action as necessary or relating thereto in all respects to carry out the actions as mentioned above until its completion, including the appointment and/or removal of the delegated attorney in aforementioned acts above for the purpose of achieving the said matter.

Opinion of the Company

The Trust Unitholders shall consider and approve the amendment of Trust Deed to be in accordance with the investment in the Additional Investment Assets No.2 of HREIT.

Voting

The entering into the transaction requires the approval from the trust unitholders' meeting with a vote of not less than majority vote which is more than one-half of the total of the trust unitholders attending the meeting and having the right to vote. For this Agenda, there are no Trust Unitholders who have special interest.

Conditions for entering into the transaction

The Voting in this Agenda 4.1 is related to Agenda 2 (which consists of Agenda 2.1 and 2.2). In the case that the Trust Unitholders' Meeting approves the entering into the transactions in this Agenda, the Company shall be able to do such transactions only if the Trust Unitholders' Meeting has approved the entering into all transactions in Agenda 2 (which consists of Agenda 2.1 and 2.2).

Agenda 4.2 To consider and approve the amendments regarding the loan and the provision of collateral for refinance

The Company proposed the Trust Unitholders to consider and approve the amendments of Trust Deed regarding the loan and the provision of collateral for refinance with the details as aforementioned and to authorize the Company and/or the Trustee to act in the following matters:

- 1) Determine the form of amendment of Trust Deed, including the entering into the various relevant agreements to facilitate the restructuring of the loan for refinance by maintaining the same collateral or not more than the existing collateral without obtaining the approval from the Trust Unitholders' Meeting resolution whereby it shall be in the same manner with the method stipulated above.
- 2) Negotiate, prepare, execute, deliver and/or amend the Trust Deed, including the entering into and/or amendment of various agreements related to the operation of HREIT and the procuring of benefit from the immoveable properties to be in accordance with the said amendment.
- 3) Contact the relevant authorities, including to perform any action as necessary or relating thereto in all respects to carry out the actions as mentioned above until its completion, including the appointment and/or removal of the delegated attorney in aforementioned acts above for the purpose of achieving the said matter.

Opinion of the Company

The Trust Unitholders shall consider and approve the amendment of Trust Deed to facilitate the restructuring of the loan for refinance by maintaining the same collateral or not more than the existing collateral.

Voting

The entering into the transaction requires the approval from the trust unitholders' meeting with a vote of not less than majority vote which is more than one-half of the total of the trust unitholders attending the meeting and having the right to vote. For this Agenda, there are no Trust Unitholders who have special interest.

Agenda 4.3 To consider and approve the amendments to be in line with actual proceeding regarding the payment of interim distribution, Trustee's assignment of work and approval of Net Asset Value report of HREIT

The Company proposed the Trust Unitholders to consider and approve the amendments of Trust Deed to be in line with actual proceeding regarding the payment of interim distribution, Trustee's assignment of work and approval of Net Asset Value report of HREIT with the details as aforementioned and to authorize the Company and/or the Trustee to act in the following matters:

- 1) Determine the form of amendment of Trust Deed, including the entering into the various relevant agreements, to be in line with actual proceeding regarding the payment of interim distribution of HREIT.
- 2) Negotiate, prepare, execute, deliver and/or amend the Trust Deed, including the entering into and/or amendment of various agreements related to the operation of HREIT and the procuring of benefit from the immoveable properties to be in accordance with the said amendment.
- 3) Contact the relevant authorities, including to perform any action as necessary or relating thereto in all respects to carry out the actions as mentioned above until

its completion, including the appointment and/or removal of the delegated attorney in aforementioned acts above for the purpose of achieving the said matter.

Opinion of the Company

The Trust Unitholders shall consider and approve the amendment of Trust Deed to be in line with actual proceeding regarding the payment of interim distribution.

Voting

The entering into the transaction requires the approval from the trust unitholders' meeting with a vote of not less than majority vote which is more than one-half of the total of the trust unitholders attending the meeting and having the right to vote. For this Agenda, there are no Trust Unitholders who have special interest.

Agenda 5 Other matter (if any).

The Trust Unitholders are hereby invited to attend the Meeting on the date and at the time and place specified in this invitation. The Trust Unitholders are required to consider the opinion of the Trustee, the details of which appears in Annex 9 and the explanation on procedure for giving proxy, the registration and the meeting attendance in Annex 10. The Trust Unitholders who are unable to attend the Meeting and wish to give proxy to attend the Meeting and vote on their behalf in this Meeting, please complete and execute the Proxy Form in Annex 11. The Trust Unitholders may give proxy to the Independent Director of the Company: Mr. Phorntep Rattanatraipop and the Trustee to attend the Meeting and vote on their behalf in this Meeting. The Profiles of independent directors to serve as the proxy of Trust Unitholders appears in Annex 12.

To ensure convenience and promptness of the registration of attendance, for the Trust Unitholders who are unable to attend the Meeting and wish to give proxy to attend the Meeting and vote on their behalf, please have your proxies bring documents and evidences as specified in Annex 10 so as to deliver to the registration officer at the meeting date.

Yours respectfully,



Paeree Ichayapreug

Managing Director

WHA Industrial REIT Management Company Limited
REIT Manager of Hemaraj Leasehold Real Estate Investment Trust