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SST REIT MANAGEMENT COMPANY LIMITED
บจก. 0105560165432

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No. 023/2026

16 November 2026

Subject Invitation to the Meeting of the Trust Unitholders of Sub Sri Thai Real Estate Investment Trust No. 1/2026

Attention Trust Unitholders
Sub Sri Thai Real Estate Investment Trust

Download Invitation Letter and enclosures

Enclosure

1. Information Memorandum on the asset acquisition of SSTRT and the transaction between SSTRT and the related person of the REIT Manager
2. Opinion Report of the Independent Financial Advisor on Acquisition of the Additional Investment Assets No. 2 of SSTRT and Transactions with Person Related to the REIT Manager
3. Details of the Additional Investment Assets No. 2
4. Summary of Property Appraisal Reports of the Appraisers
5. List of Trust Unitholders
6. Procedures of Registration, Meeting Attendance and Granting of Proxies
7. Map of the Meeting Venue
8. Proxy Forms
9. Business Reply Mail Envelope

As SST REIT Management Company Limited (the "**Company**" or the "**REIT Manager**") as the REIT manager of Sub Sri Thai Real Estate Investment Trust (the "**REIT**" or "**SSTRT**") deems it appropriate to convene the Meeting of the Trust Unitholders of SSTRT No. 1/2026 on 4th December 2026 at 10:30 hrs. at The Palazzo Hotel, 111 Soi Niam-Utit, Ratchadapisek Road, Din Daeng Sub-District, Din Daeng District, Bangkok 10400, pursuant to the map of the meeting venue provided in **Enclosure 7** whereby the registration for the trust unitholders will commence at 09.30 hrs. The trust unitholders are therefore cordially invited to attend the Meeting on the date, at the time and at the venue as mentioned to consider matters pursuant to the following agendas:

Agenda 1 To consider and approve the lease out of the Existing Investment Assets of SSTRT to Sub Sri Thai Public Company Limited, with the initial lease term of 3 years, commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037);

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

Agenda 3 To consider and approve the amendment to the Trust Deed regarding the investment policy and types of main assets in which SSTRT will invest;

Agenda 4 To consider other matters (if any)

Conditions for the proposal and vote of the agendas of the Meeting of the Trust Unitholders of SSTRT No. 1/2026 are as detailed below;

- As the lease out of the Existing Investment Assets of SSTRT to SST in Agenda 1 and the investment in the Additional Investment Assets No. 2 in Agenda 2 are related transactions under the investment plan, the benefit procurement and the management of SSTRT in long term, the consideration of Agenda 2 is conditional upon the approval of Agenda 1 by the Meeting of the Trust Unitholders No.1/2026 of SSTRT. Thus, if Agenda 1 has not been approved by the Meeting of the Trust Unitholders No.1/2026 of SSTRT, Agenda 2 shall not be proposed to the Meeting of the Trust Unitholders No.1/2026 of SSTRT to consider;
- For the sake of clarity, Agenda 1 is not conditional upon the voting results of Agenda 2. Thus, if Agenda 1 is approved by the Meeting of the Trust Unitholders No.1/2026 of SSTRT but Agenda 2 is not approved by the Meeting of the Trust Unitholders No.1/2026 of SSTRT, SSTRT shall be able to lease out the Existing Investment Assets of SSTRT to SST as to be proposed in Agenda 1 but SSTRT shall not be able to invest in the Additional Investment Assets No. 2 as to be proposed in Agenda 2;
- Agenda 3 shall be separated and independent from Agenda 1 and Agenda 2. Thus, the REIT Manager shall propose Agenda 3 to the Meeting of the Trust Unitholders No.1/2026 of SSTRT to consider and approve regardless of whether Agenda 1 and/or Agenda 2 are presented or approved by the Meeting of the Trust Unitholders No.1/2026 of SSTRT.

Agenda 1 To consider and approve the lease out of the Existing Investment Assets of SSTRT to Sub Sri Thai Public Company Limited, with the initial lease term of 3 years, commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037)

Background and rationales

As the REIT has made an investment in the assets of the Sub Sri Thai Smart Storage Project in connection with the conversion of Sub Sri Thai Smart Storage Property Fund (SSTSS) ("**SSTSS Property Fund**") into SSTRT, and the assets of the Sub Sri Thai Project (9 buildings) in connection with the conversion of Sub Sri Thai Property Fund (SSTPF) ("**SSTPF Property Fund**") and its integration into SSTRT, as follows:

1. Ownership of 4 parcels of land with a total land area according to the title deed of 5 Rai 3 Ngan 52.4 Square Wah, ownership of 5 document warehouses with a total building area of 9,277 square meters, and ownership of the utilities system and equipment, including other related assets, located in Bang Chak Sub-District, Phra Pradaeng District, Samut Prakarn Province. ("**Sub Sri Thai Smart Storage Project Assets**")

2. Ownership of 3 parcels of land with a total land area according to the title deed of 9 Rai 2 Ngan 65 Square Wah, ownership of 9 document warehouses with a total building area of 15,340 square meters, and ownership of the utilities system and equipment, including other related assets, located in Bang Chak Sub-District, Phra Pradaeng District, Samut Prakarn Province. ("**Sub Sri Thai Project Assets (9 buildings)**")

(collectively referred as "**Sub Sri Thai Smart Storage Project Assets**" and "**Sub Sri Thai Project Assets (9 buildings)**" to the "**Existing Investment Assets of SSTRT**")

In addition, SSTRT has utilized the Existing Investment Assets of SSTRT to procure benefits by leasing out such assets to Sub Sri Thai Public Company Limited (the "**Asset Owner**" or "**SST**") for the operation of its document storage business, subject to the terms and conditions of the current operating lease agreements of the Existing Investment Assets of SSTRT.

As the current operating lease agreements of the Existing Investment Assets of SSTRT will expire on 31 January 2028, the REIT Manager deems it appropriate to propose to the Meeting of the Trust Unitholders of SSTRT to consider and approve the lease out of the Existing Investment Assets of SSTRT to SST which shall have the initial term of 3 years, commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037).The total rental fee payable in respect of the lease out of the Sub Sri Thai Smart Storage Project Assets over the mentioned entire lease term shall be approximately Baht 447,525,792 (Four Hundred Forty-Seven Million Five Hundred Twenty-Five Thousand Seven Hundred Ninety-Two Baht) and the total rental payable in respect of the lease out of the Sub Sri Thai Project Assets (9 buildings) over the entire lease term shall be approximately Baht 444,000,924 (Four Hundred Forty-Four Million Nine Hundred Twenty-Four Baht). In this regard the right of each party to renew the lease term shall be in

accordance with the promise provided by the other party under the terms and conditions set forth in the relevant operating lease agreement to be entered between SSTRT and SST.

The REIT Manager is of the opinion that the lease out of the Existing Investment Assets of SSTRT to SST, including the rental rates payable by SST as set out above, is considered reasonable, as the structure of rental fee is aligned with the ability to procure profit of the Existing Investment Assets of SSTRT and in a form of fixed rate rental fee which shall facilitate SSTRT to receive the definite and consistent revenue and in accordance with the structure of rental fee which SST paid SSTRT under the current operating lease agreements of the Existing Investment Assets of SSTRT. In addition, SST is the existing lessee of the Existing Investment Assets of SSTRT and is the experienced operator with prolonged expertise in the document warehouse business as well as supported by teams who are experienced, efficient and familiar with the Existing Investment Assets of SSTRT. Therefore, entering into the lease agreements with SST constitutes a transaction that is in the best interest of SSTRT.

As SST is a major shareholder of the Company which is the REIT Manager of SSTRT, holding the proportion of approximately 99.99 percent of all the sold shares of the Company, and is the person who has control over the REIT Manager, SST is therefore considered as a person related to the REIT Manager, and the lease out of the Existing Investment Assets of SSTRT to SST as mentioned above is thus a transaction between SSTRT and a person related to the REIT Manager with a value of approximately 56.27 percent of the net asset value of SSTRT, which is not less than Baht 20,000,000 and more than or 3 percent of the net asset value of SSTRT (as at 30 June 2026, the net asset value of SSTRT equals to Baht 1,584.48 Million), that is to say, the total rental fee payable in respect of the lease out of the Sub Sri Thai Smart Storage Project Assets over the entire lease term of 9 years (from 1 February 2028 until the expiration of the initial lease term of 3 years including the extended lease term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037) in the event that the right to renew the term of a party is exercised) shall be approximately Baht 447,525,792 (Four Hundred Forty-Seven Million Five Hundred Twenty-Five Thousand Seven Hundred Ninety-Two Baht), representing a transaction size of approximately 28.24 percent of the net asset value of SSTRT, and the total rental fee payable in respect of the lease out of the Sub Sri Thai Project Assets (9 buildings) over the entire lease term of 9 years (from 1 February 2028 until the expiration of the initial lease term of 3 years including the extended lease term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037) in the event that the right to renew the term of a party is exercised) shall be approximately Baht 444,000,924 (Four Hundred Forty-Four Million Nine Hundred Twenty-Four Baht), representing a transaction size of approximately 28.02 percent of the net asset value of SSTRT. On an aggregate basis, the transaction size of the lease out of the Sub Sri Thai Smart Storage Project Assets and the Sub Sri Thai Project Assets (9 buildings) over the mentioned entire lease term represents the transaction size of approximately 56.27 percent of the net asset value of SSTRT. Hence, entering into the aforementioned transaction

between SSTRT and SST requires approval from the Meeting of the Trust Unitholders of SSTRT by a vote of not less than 3/4 (three-fourths) of all votes of trust unitholders attending the meeting and having the right to vote pursuant to the Trust Deed and the Notification of the Office of the Securities and Exchange Commission No. SorRor. 26/2555 Re: Provisions relating to Particulars, Terms and Conditions in a Trust Deed of Real Estate Investment Trust (as amended) (the "**Notification No. SorRor. 26/2555**").

The Information Memorandum on the transaction between SSTRT and the related person of the REIT Manager is as set out in **Enclosure1**. In this regard, the REIT Manager has appointed Polygon Prime Company Limited as the independent financial advisor to render opinions and analyze information relating to such transaction in order to provide supporting information for consideration and approval of the relevant agenda. The opinions of the independent financial advisor are as appeared in **Enclosure2**.

In this regard, the Company therefore proposes to the Meeting of the Trust Unitholders of SSTRT to approve the lease out of the Existing Investment Assets of SSTRT to Sub Sri Thai Public Company Limited, with the initial lease term of 3 years, commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037) as per details prescribed above and to approve the Company and/or the Trustee to be the authorized persons in the following actions:

1) To determine and/or amend the forms, conditions, and/or provisions regarding the lease out the Existing Investment Assets of SSTRT, insofar as it is not contradictory to or inconsistent with the resolution of the Meeting of the Trust Unitholders of SSTRT and/or order or the recommendation of the Office of the SEC and/or the Stock Exchange of Thailand and/or any other relevant authorities, including to contact with the Office of the SEC, the Stock Exchange of Thailand, any government agency or any governmental organization or any person for such purpose;

2) To negotiate, prepare, sign, deliver and/or amend operating lease agreements for the Existing Investment Assets of SSTRT and/or relevant documents pursuant to the details above upon SSTRT having obtained approval from the trust unitholders, including to contact with the Office of the SEC, the Stock Exchange of Thailand, any government agency or any governmental organization or any person for such purpose; and

3) To perform any other acts necessary for or related to the above purposes in all respects so as to ensure success in the aforementioned acts, including the appointment and/or removal of the sub-authorized person for the aforementioned acts above so as to ensure success in the aforementioned acts.

Opinion of the REIT Manager

The REIT Manager has considered and opines that trust unitholders should approve the lease out of the Existing Investment Assets of SSTRT to Sub Sri Thai Public Company Limited, with the initial lease term of 3 years,

commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037) as the REIT Manager has considered and is of the opinion that the structure of rental fee that SST will have to pay to SSTRT from leasing out the Existing Investment Assets of SSTRT is fair and reasonable as the structure of rental fee is aligned with the ability to procure profit of the Existing Investment Assets of SSTRT and in a form of fixed rate rental fee which shall facilitate SSTRT to receive the definite and consistent revenue and in accordance with the rental fee structure which SST has currently paid SSTRT under the current operating lease agreements of the existing investment assets of SSTRT. In addition, SST is the existing lessee of the Existing Investment Assets of SSTRT and is the experienced operator with prolonged expertise in the document warehouse business as well as supported by teams who are experienced, efficient and familiar with the Existing Investment Assets of SSTRT. Therefore, entering into the lease agreements with SST constitutes the transaction that is in the best interest of SSTRT.

Accordingly, to facilitate smooth performance, it is appropriate that the trust unitholders approve granting of authorization to the Company and/or the Trustee to act as presented above.

Opinion of the Trustee

Agenda 1 is the agenda for approval. This agenda involves the transaction between the REIT and the REIT Manager and/or the related party of the REIT Manager which is in accordance with the Trust Deed and relevant laws. This agenda requires approval from the Meeting of the Trust Unitholders of SSTRT with a vote of no less than 3/4 (three-fourths) of all votes of trust unitholders attending the Meeting and having the right to vote.

In this regard, if this agenda has not been approved by the Meeting of the Trust Unitholders of SSTRT, Agenda 2 shall not be proposed to the trust unitholders to consider since the transaction in Agenda 2 is related to the plan for acquisition of the Additional Investment Assets No. 2, the benefit procurement and the management of SSTRT in long term.

Nevertheless, the trust unitholders are requested to carefully and thoroughly consider the opinion report of the independent financial advisor in support of consideration and approval of this agenda.

Voting

Entering into this transaction above of SSTRT is considered as a transaction with the person related to the REIT Manager having a transaction size not less than Baht 20,000,000 and more than 3 percent of the net asset value of SSTRT which requires approval from the Meeting of the Trust Unitholders of SSTRT with a vote of not less than 3/4 (three-fourths) of all votes of trust unitholders attending the Meeting and having the right to vote.

Provided that the counting of such votes of all trust unitholders having the right to vote, the Company will not include the votes from the trust unitholders with a special interest in this matter. The details of the trust unitholders with special interest in this matter are as appeared in Enclosure 5.

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

Background and rationales

To be in accordance with the objectives of SSTRT in raising funds to invest in immovable properties and to procure benefits from such immovable properties, and in order to generate income and return to SSTRT and the trust unitholders of SSTRT.

The REIT Manager deems it appropriate to propose to the Meeting of the Trust Unitholders of SSTRT to consider and approve the investment in the additional investment assets of SSTRT, in order to increase the sources of income and to generate returns to the trust unitholders. The additional assets in which SSTRT will invest (the "**Additional Investment Assets No. 2**") are as follows:

Additional Investment Assets No. 2

Assets in Sub Sri Thai project located in Bang Chak Sub-District, Phra Pradaeng District, Samut Prakarn Province. Currently, SST is the owner of the assets as follows:

1. Ownership of land represented by Title Deed No. 17178 with the land area according to the title deed of 1 Rai 53.2 Square Wah, and ownership of warehouse building No.32 with the building area of approximately 1,815 square meters, including other related assets;

2. Ownership of land represented by Title Deed No. 264191 with the land area according to the title deed of 1 Rai 45.0 Square Wah, and ownership of warehouse building No.33 with the building area of approximately 1,750 square meters, including other related assets;

3. Ownership of land represented by Title Deed No. 264192 with the land area according to the title deed of 1 Rai 41.0 Square Wah, and ownership of warehouse building No.34 with the building area of approximately 1,750 square meters, including other related assets;

4. Ownership of land represented by Title Deed No. 261432 with the land area according to the title deed of 1 Rai 40.3 Square Wah, and ownership of document warehouse No.35 with the building area of approximately 1,750 square meters, utilities system and equipment, including other related assets.

Remarks:

(1) At present, Buildings No. 32 to 34 are leased out from the Asset owner for use as warehouse.

(2) After the investment, the REIT will procure benefits by leasing out the Additional Investment Assets No. 2 to the Asset Owner to operate the document warehouse business and/or warehouse building for rent pursuant to the operating lease agreement to be entered into between SSTRT and the Asset Owner. In this regard, the aforementioned operating lease agreement shall have the initial lease term of 3 years from the date on which the REIT invests in the Additional Investment Asset No. 2 (the "**Investment Date**") whereby each party is entitled to renew the term upon the expiration of the initial lease term, for additional 2 renewal terms with 3 – year period for each term and an additional term until 31 January 2037 as promise provided by the other party under the terms and conditions prescribed in such agreement.

(3) The Asset Owner agrees to procure the registration of a servitude right over the lands adjacent to the lands which are the Additional Investment Assets No. 2 for the benefits of the land which are the Additional Investment Assets No. 2, for the purposes of pedestrian access, vehicular access, ingress and egress to and from public roads, electricity, water supply, telephone, drainage, as well as other utilities, without conditions of time and without any consideration.

Further details regarding the Additional Investment Assets No. 2 are as appeared in Enclosure 3.

In this regard, the REIT Manager may opt to invest in any items of the Additional Investment Assets No. 2, provided that the REIT Manager will significantly take into account the utmost benefits of SSTRT and the trust unitholders of SSTRT.

SSTRT shall invest in the Additional Investment Assets No. 2 in the total value of not exceeding Baht 123,900,000 (One Hundred Twenty-Three Million Nine Hundred Thousand Baht), which comprises of the purchase price of the lands and buildings, utilities system and equipment, including other related assets (excluding taxes, registration fee, specific business tax, and other relevant fees and expenses). In this regard, the REIT will pay the purchase price for the Additional Investment Assets No. 2 to the Asset Owner in installments, with the first installment payable on the Investment Date and the remaining installments payable within the specified schedule, which will be within 3 years from the investment date, subject to the terms and conditions set forth in the investment agreement for the Additional Investment Assets No. 2.

The sources of funds for the investment in the Additional Investment Assets No. 2 will be derived from (1) the internal cash in an amount deemed appropriate by the Company and/or (2) the security deposit under the

operating lease agreement for the existing investment assets SSTRT has invested in Sub Sri Thai Smart Storage Project (including the agreement to be entered into in Agenda 1) and/or the operating lease agreement for the existing investment assets SSTRT has invested in Sub Sri Thai Project (4 buildings), and/or the security deposit under the operating lease agreement for the Additional Investment Assets No. 2 to be entered into between SSTRT and SST, the security deposit placed by SST to SSTRT, in a total amount of not exceeding Baht 50,174,800 (Fifty Million One Hundred Seventy-Four Thousand Eight Hundred Baht).

The utilization of the mentioned security deposit under the operating lease agreements for the existing investment assets of SSTRT and/or the security deposit placed under the operating lease agreement for the Additional Investment Assets No. 2 as mentioned above, as sources of funds for the investment in the Additional Investment Assets No. 2, shall be conducted under the collaboration with SST and the REIT Manager shall thoroughly and carefully consider the remaining term of such operating lease agreements, the terms and conditions governing the utilization and refund of the security deposit term of such operating lease agreements, and the liquidity risk management of the REIT.

In this regard, as the installment payments for the purchase price of the Additional Investment Assets No. 2 to the Asset Owner as mentioned above constitute an agreement whose true intent or substance is in the nature of a loan under the provisions of the Trust Deed and the Notification No. SorRor. 26/2555, thus, the REIT Manager shall proceed in accordance with the borrowing rules specified in the Trust Deed and the Notification No. SorRor. 26/2555. This includes provisions regarding the REIT's loan ratio, the establishment of an appropriate reserve fund for the payment of the purchase price for the Additional Investment Assets No. 2, and the annual disclosure of the value of such additional investment assets and the reserve fund for the payment of the purchase price for the Additional Investment Assets No. 2 in the REIT's annual registration statement until full settlement is made. In addition, following this transaction, SSTRT's loan ratio will be approximately 8.03 percent of the total asset value (reference is made from the financial statement for the quarter 2 of 2026 ended 30 June 2026 and the estimated installment payments for the Additional Investment Assets No. 2 in the amount of Baht 68.9 Million, which will be paid in installments in accordance with the specified schedule within 3 years from the Investment Date), which does not exceed 35 percent of the total asset value as prescribed under the Trust Deed.

In this regard, the REIT Manager has engaged 2 appraisal companies namely Knight Frank Chartered (Thailand) Co., Ltd. and Nexus Property Consultant Co., Ltd. (altogether referred to as the "**Appraisers**") which are the appraisers approved by the Office of the Securities and Exchange Commission ("**the Office of the SEC**"), to appraise the value of the Additional Investment Assets No. 2. Both of the Appraisers opted to apply the income approach method for valuation of the Additional Investment Assets No. 2. The summary of appraised value of the mentioned additional investment assets are as portrayed below;

	Land areas (Rai-Ngan-Square Wah)	Utilized area of warehouse building/ document warehouse (Square meters)	Appraised value by income approach (Baht)	
			Knight Frank Chartered (Thailand) Co., Ltd.	Nexus Property Consultant Co., Ltd.
Ownership of 4 parcels of land, warehouse buildings No. 32, 33 and 34, document warehouse No. 35, of total 4 buildings, utilities system and equipment, including other related assets, located in Bang Chak Sub-District, Phra Pradaeng District, Samut Prakarn Province	4-1-79.5	7,065	125,200,000	124,200,000
Total	**4-1-79.5**	**7,065**	**125,200,000**	**124,200,000**

Reference - *the property appraisal report by Knight Frank Chartered (Thailand) Co., Ltd. dated 15 September 2026 (the appraised value appraised as at 1 January 2027, on which the date SSTRT expects to make the additional investment in the Additional Investment Assets No. 2)*

- *the property appraisal report by Nexus Property Consultant Co., Ltd. dated 6 October 2026 (the appraised value appraised as at 1 January 2027, on which the date SSTRT expects to make the additional investment in the Additional Investment Assets No. 2)*

The REIT Manager and the Appraisers share the same view that the appraised value from the income approach method is an appropriate method for comparison with the investment value of the Additional Investment Assets No. 2 as the sources of income of the assets are from rental fee. In this regard, the value in which SSTRT will invest in the Additional Investment Assets No. 2 in the amount of not exceeding Baht 123,900,000 (One Hundred Twenty-Three Million Nine Hundred Thousand Baht) (excluding taxes, registration fee, specific business tax, and other relevant fees and expenses) will be lower than the lowest appraised value of the Additional Investment Assets No. 2 appraised by the Appraisers, which is Baht 124,200,000 (One Hundred Twenty-Four Million Two Hundred Thousand Baht), by 0.24 percent.

In this regard, the REIT Manager is of the opinion regarding the investment and the reasonableness of the investment value of the Additional Investment Assets No. 2 that the investment value of the Additional Investment Assets No. 2 is reasonable. The Additional Investment Assets No. 2 is the investment in income-generating immovable properties with good physical characteristics. The assets are constructed in accordance with international standards and situated in a strategic location for business operations, fully equipped with utilities system, developed and managed by the experienced expert, and ready for the procurement of benefits. Moreover, the assets have the potential for value appreciation and are expected to be attractive to investors and tenants.

The details of the valuation of the Additional Investment Assets No.2 of SSTRT are as appeared in Enclosure 4.

The investment in the Additional Investment Assets No. 2 shall be subject to the following conditions:

(1) There are no significant unresolved issues from legal due diligence;

(2) SSTRT has obtained approval from the Meeting of the Trust Unitholders for the lease out of the Existing Investment Assets of SSTRT to SST pursuant to Agenda 1 and the investment in the Additional Investment Assets No.2 pursuant to Agenda 2, as well as consents, approvals and/or waivers from any persons including creditors and/or counterparties of SSTRT in the event that the relevant agreements require such consents, approvals, and/or waivers, for the execution of transactions and actions related to the investment in the Additional Investment Assets No.2;

(3) There is no event that has or will have a material adverse effect on SST or on the Additional Investment Assets No.2.

As SST is a major shareholder of the Company which is the REIT Manager of SSTRT, holding shares in the proportion of approximately 99.99 percent of all the sold shares of the Company, and is the person who has control over the REIT Manager, SST is therefore considered as a person related to the REIT Manager, and the investment in the Additional Investment Assets No. 2 by receiving the transfer of the ownership from SST, including the procurement of benefits by leasing out the Additional Investment Assets No. 2 to SST as aforementioned is thus a transaction between SSTRT and a person related to the REIT Manager with a value of approximately 15.31 percent of the net asset value of SSTRT, which is not less than Baht 20,000,000 and more than 3 percent of the net asset value of SSTRT (as at 30 June 2026, the net asset value of SSTRT equals to Baht 1,584.48 Million), that is to say, the investment value of the Additional Investment Assets No. 2 of not exceeding Baht 123,900,000 (One Hundred Twenty-Three Million Nine Hundred Thousand Baht) (excluding taxes, registration fee, specific business tax, and other relevant fees and expenses) has the transaction size of approximately 7.82 percent of the net asset value of

the REIT. In addition, the total rental fee which SSTRT will receive from SST throughout the lease term of the Additional Investment Assets No. 2 of roughly 10 years (from the Investment Date until the expiration date of 3 – year initial lease term including the extended lease term for additional 2 renewal terms with 3 – year period for each term and an additional term until 31 January 2037, in the event that the right to renew the term of a party is exercised) will be approximately Baht 118,677,689 (One Hundred Eighteen Million Six Hundred Seventy-Seven Thousand, Six Hundred Eighty-Nine Baht), has the transaction size of approximately 7.49 percent of the net asset value of the REIT, whereby based on the assumption of the commencement date of the lease of the Additional Investment Assets No. 2 on 1 January 2027. Hence, entering into the aforementioned transaction between SSTRT and SST requires an approval from the Meeting of the Trust Unitholders of SSTRT by a vote of not less than 3/4 (three-fourths) of all votes of trust unitholders attending the meeting and having the right to vote pursuant to the Trust Deed and the Notification No. SorRor. 26/2555.

In this regard, in the event that the Meeting of the Trust Unitholders does not approve the investment in the Additional Investment Assets No. 2, or SSTRT is unable to invest in the Additional Investment Assets No. 2 for any reasons, the expenses incurred from the study and preparation for the investment in the Additional Investment Assets No. 2, including the financial advisory fees, legal advisory fees, valuation fees, and the expenses for the meeting of the trust unitholders shall be borne by SSTRT, which are expected to be approximately Baht 3,650,000 (Three Million Six Hundred Fifty Thousand Baht) (excluding value added tax.)

The Information Memorandum on the acquisition of the assets of SSTRT and the transaction between SSTRT and the related person of the REIT Manager is as set out in Enclosure1. In this regard, the REIT Manager has appointed Polygon Prime Company Limited as the independent financial advisor to render opinions and analyze information relating to such transaction in order to provide supporting information for consideration and approval of the relevant agenda. The opinions of the independent financial advisor are as appeared in Enclosure2.

In this regard, the Company therefore proposes to the Meeting of the Trust Unitholders of SSTRT to approve the investment in the Additional Investment Assets No.2 as per details prescribed above and to approve the Company and/or the Trustee to be the authorized persons in the following actions:

1) To determine additional investment method, asset details, method of asset appraisal as well as the appropriate price for this Additional Investment Assets;

2) To negotiate, prepare, sign, deliver and/or amend any agreement or commitment indicating purchasing, leasing out and investing in the Additional Investment Assets No.2, agreement to sale and to purchase of assets and/or assets sale and purchase agreement and/or assets lease agreement and/or any related agreement in relation to the investment in the Additional Investment Assets No. 2 and the procurement of benefits for the

Additional Investment Assets No. 2 and/or agreements and/or any related documents upon approval of the trust unitholders of SSTRT to invest in the Additional Investment Assets No. 2, including to contact with the Office of the SEC, the Stock Exchange of Thailand, any government agency or any governmental organization or any person for such performance, etc.;

3) To perform any other acts necessary for or related to the above purposes in all respects so as to ensure success in the aforementioned acts, including the appointment and/or removal of the sub-authorized person for the aforementioned acts above so as to ensure success in the aforementioned acts; and

4) To exercise discretion to invest or withhold from investing in any items of the Additional Investment Assets No.2 or some parts of the Additional Investment Assets No.2, and/or determine, modify any method and/or condition of investment, if it appears that, any condition or result from negotiation with the Asset Owner and/or the person holding right over the Additional Investment Assets No.2, or result from legal due diligence indicates that SSTRT's investment in such assets will not generate overall benefit to SSTRT and/or the trust unitholders, or will cause unnecessary obligation to SSTRT. In this regard, benefits of SSTRT and the trust unitholders will be deemed the utmost priority.

In this connection, after SSTRT has considered to invest in the Additional Investment Assets No. 2, the REIT Manager and Trustee deems it appropriate to amend the Trust Deed of SSTRT by amending and/or updating information and other relevant details, including adding the list of details of the additional investment assets to the Trust Deed of SSTRT. However, the aforementioned amendment to the Trust Deed is considered to be the amendment to be aligned with the acquisition of the main assets of SSTRT which is in line with the investment policy, types of assets, methods and proceedings in relation to the acquisition of the main assets, including entering into the related party transaction with the person related to the REIT Manager as specified in the Trust Deed and in accordance with relevant laws, regulations, notifications and rules. In addition, the transaction will not cause material adverse effect to the rights of the trust unitholders. Thus, the parties are authorized to amend the Trust Deed on the aforementioned matter without the requirement to propose to the trust unitholders. Nonetheless, the aforementioned amendment to the Trust Deed is subject to the approval of the Trustee in order to be in accordance with the Trust Deed of SSTRT.

Opinion of the REIT Manager

The REIT Manager has considered and opines that the trust unitholders should approve the investment in the Additional Investment Assets No.2 as the REIT Manager expects that the investment in the Additional Investment Assets No.2 is the investment in income-generating immovable properties which will increase SSTRT's benefits from opportunities to enhance the growth and stability of SSTRT's income from rent and SSTRT's operation,

including the value of assets are likely to increase and also be attractive to investors and tenants, which will be beneficial to SSTRT and trust unitholders.

Additionally, in determining the final investment value of the Additional Investment Assets No. 2 in which SSTRT will additionally invest, SSTRT will refer to the appraised value of the assets as assessed by the Appraisers approved by the Office of the SEC, and taking into account other relevant factors. The REIT Manager has considered and is of the opinion relating to the reasonableness of the investment in the Additional Investment Assets No. 2 that such investment is reasonable because the Additional Investment Assets No. 2 is the investment in income-generating immovable properties with good physical characteristics. The assets are constructed in accordance with international standards and situated in a strategic location for business operations, fully equipped with utilities system, developed and managed by the experienced expert, and ready for the procurement of benefits. Moreover, the assets have the potential for value appreciation and are expected to be attractive to investors and tenants. The transaction is also in compliance with the Trust Deed and relevant laws.

Accordingly, to facilitate smooth performance, it is appropriate that the trust unitholders approve granting of authorization to the Company and/or the Trustee to act as presented above.

Opinion of the Trustee

Agenda 2 is the agenda for approval. This agenda involves the transaction in compliance with the investment of SSTRT as well as the transaction between the REIT and the REIT Manager and/or the related party of the REIT Manager, including the transaction that constitutes borrowing and the encumbrance of the REIT's assets, which is in accordance with the Trust Deed and relevant laws. This agenda requires approval from the Meeting of the Trust Unitholders of SSTRT with a vote of no less than 3/4 (three-fourths) of all votes of trust unitholders attending the meeting and having the right to vote.

Nevertheless, the trust unitholders are requested to carefully and thoroughly consider the opinion report of the independent financial advisor, including the provisions relating to the loan ratio, the establishment of an appropriate reserve fund for the payment of the purchase price for the Additional Investment Assets No. 2, in support of consideration and approval of this agenda.

Voting

Entering into this transaction above of SSTRT is considered as a transaction with the person related to the REIT Manager having a transaction size not less than Baht 20,000,000 and more than 3 percent of the net asset value of SSTRT which requires approval from the Meeting of the Trust Unitholders of SSTRT with a vote of not less than 3/4 (three-fourths) of all votes of trust unitholders attending the Meeting and having the right to vote.

Provided that the counting of such votes of all trust unitholders having the right to vote, the Company will not include the votes from the trust unitholders with a special interest in this matter. The details of the trust unitholders with special interest in this matter are as appeared in Enclosure 5.

Conditions for the entering into the transaction

In the event that the Meeting of the Trust Unitholders No. 1/2026 of SSTRT approves the transaction in this agenda, SSTRT shall enter into this transaction if the Agenda 1 has been approved by the Meeting of the Trust Unitholders No. 1/2026 of SSTRT.

Agenda 3 To consider and approve the amendment to the Trust Deed regarding the investment policy and types of main assets in which SSTRT will invest

Background and rationales

As the current Trust Deed of SSTRT does not prescribe the investment policy and the types of the main assets in which the REIT eligible to invest to include the immovable properties in the category of commercial for rent or residential and others with potential for benefit procurement which shall allocate the investment of the REIT into more diversified assets and enhance the growth opportunity of SSTRT for investment in immovable properties.

Therefore, the REIT Manager deems it appropriate to propose to the Meeting of the trust unitholders of SSTRT to consider and approve the amendment to the Trust Deed in relation to the investment policy and types of main assets in which SSTRT will invest by expanding the types of assets and businesses in which the REIT is permitted to invest, set out as follows:

The current investment policy and types of main assets in which the REIT will invest	The proposed amendment to the investment policy and types of main assets in which the REIT will invest
The REIT has an investment policy to invest in main assets consisting of immovable properties or leasehold rights in immovable properties (including	The REIT has an investment policy to invest in main assets consisting of immovable properties or leasehold rights in immovable properties (including

sub-leasehold rights in immovable properties) and assets which are parts or equipment of such immovable properties. The types of assets that the REIT will invest in consist of immovable properties in the category of document warehouses and/or warehouse buildings, including any other immovable properties that are related to, supported or promoted document warehouse business and/or warehouse buildings, and any other assets that may complement investment of the REIT.	sub-leasehold rights in immovable properties) and assets which are parts or equipment of such immovable properties. The types of assets that the REIT will invest in consist of immovable properties in the category of commercial for rent or residential immovable properties, both domestically and internationally, including but not limited to document warehouses and/or warehouse buildings, factory buildings, hotels, residential buildings or rooms, commercial buildings for rent, office buildings for rent, community malls, department stores, parking areas for rent etc., including any other immovable properties that are related to, supported or promoted the business of such types of assets and any other assets that may complement investment of the REIT.

Opinion of the REIT Manager

The REIT Manager has considered and opines that the trust unitholders should approve the amendment to the Trust Deed regarding the investment policy and types of main assets in which SSTRT will invest as the amendment to the Trust Deed is to add more types of main assets in which SSTRT is eligible to invest which shall allocate the investment of the REIT into more diversified assets and enhance the growth opportunity of SSTRT for investment in immovable properties.

Opinion of the Trustee

Agenda 3 is the agenda for approval. This agenda is the amendment to the Trust Deed which is not contrary to the intention of constitution of the REIT and the provisions of the Securities and Exchange Act B.E. 2535 (as amended) , the Trust for Transactions in Capital Market Act B.E. 2550 (as amended) including notifications, rules and orders issued under such laws. However, it is the matter with a material effect on the rights of the trust unitholders. This agenda therefore requires approval from the Meeting of the Trust Unitholders of SSTRT by a vote of not less than 3/4 (three-fourths) of all votes of trust unitholders attending the Meeting and having the right to vote.

The trust unitholders are requested to carefully and thoroughly consider this agenda as the Trustee has considered and opines that the proposal to approve the amendment the Trust Deed regarding the investment policy and types of main assets in which SSTRT will invest.

Voting

The amendment to the Trust Deed in respect of the foregoing matter has a material effect on the rights of the trust unitholders. Therefore, the matter requires approval from the Meeting of the Trust Unitholders of SSTRT by a vote of not less than 3/4 (three-fourths) of all votes of trust unitholders attending the Meeting and having the right to vote. In this regard, there are no trust unitholders with a special interest.

Agenda 4 To consider other matters (if any)

The trust unitholders of SSTRT are cordially invited to attend the Meeting at the date, time and place as specified in this Invitation Letter. In this regard, the REIT Manager will start the registration process from 09.30 hrs. In case that any trust unitholder is unable to attend the Meeting by himself or herself and wishes to authorize a person to attend the Meeting on his or her behalf, please complete and sign one of the Proxy Forms attached to this Invitation Letter as appeared in Enclosure 8 and duly affix the stamp duty of Baht 20. The trust unitholder may appoint One Asset Management Limited as the Trustee of SSTRT as his or her proxy, to attend the Meeting and cast the vote on his or her behalf at this Meeting.

For the trust unitholders and proxies attending the Meeting themselves, please present evidence of your identification for attending the Meeting as per the details appeared in the Enclosure 6 which is delivered to the trust unitholders together with this Invitation Letter, and submit to the REIT Manager or a designated person of the REIT Manager, prior attending the Meeting.

For the trust unitholders' convenience in the registration process. In case that the trust unitholders are unable to attend the Meeting in person and wish to appoint a proxy to attend the Meeting, the REIT Manager would like the trust unitholders to deliver the Proxy Form as appeared in Enclosure 8 (affixed the stamp duty of Baht 20) together with supporting documents as detailed in Enclosure 6 and put in a Business Reply Mail Envelope as per Enclosure 9 in advance or deliver to "**The REIT Manager of Sub Sri Thai Real Estate Investment Trust**" No. 206 4th Floor Plaza Tower, Phatthanakan 20, Suan Luang Sub-District, Suan Luang District, Bangkok, 10250 within 3 December 2026 or at the meeting venue prior to commencement of the Meeting

For the trust unitholders' benefit, please study the Procedures of Registration, Meeting Attendance and Granting of Proxies as per the details appeared in Enclosure 6 which is delivered to the trust unitholders together with this Invitation Letter. If any trust unitholder has any questions or inquiries relating to the proxies, please contact the Compliance Support Department, SST REIT Management Company Limited, Tel. 02-318-5514-5 during office hours and business days

Please be informed accordingly.

Yours sincerely,

(Mr. Akkachai Limsiriwattana)

Managing Director

SST REIT Management Company Limited

as the REIT Manager of Sub Sri Thai Real Estate Investment Trust

หนังสือมอบฉันทะ แบบ ก. (แบบทั่วไป)

PROXY FORM A. (General Form)

เขียนที่.....

Written at

วันที่.....เดือน.....พ.ศ.....

Date Month Year

(1) ข้าพเจ้า.....สัญชาติ.....

I/We Nationality

อยู่บ้านเลขที่.....ถนน.....ตำบล/แขวง.....

Residing at Road Sub-District

อำเภอ/เขต.....จังหวัด.....รหัสไปรษณีย์.....

District Province Postal Code

เบอร์โทรศัพท์ที่สามารถติดต่อได้.....

Contact Telephone Number

(2) เป็นผู้ถือหน่วยทรัสต์ของทรัสต์เพื่อการลงทุนในอสังหาริมทรัพย์ทรัพย์ศรีไทย (SSTRT)

Being a trust unitholder of Sub Sri Thai Real Estate Investment Trust (SSTRT)

โดยถือหน่วยทรัสต์จำนวนทั้งสิ้นรวม.....หน่วย และออกเสียงลงคะแนนได้เท่ากับ.....เสียง

Holding the total amount of trust units and having the right to vote equal to votes

(3) ขอมอบฉันทะให้

Hereby appoint

☐ (3.1) ชื่อ.....อายุ.....ปี อยู่บ้านเลขที่.....

Name Age Years Residing at

ถนน.....ตำบล/แขวง.....อำเภอ/เขต.....

Road Sub-District District

จังหวัด.....รหัสไปรษณีย์.....

Province Postal Code

☐ (3.2) หรือ ทรัสตี

or the Trustee, namely

ชื่อ บริษัทหลักทรัพย์จัดการกองทุน วรรณ จำกัด

Name One Asset Management Limited

อยู่บ้านเลขที่ 989 อาคารสยามพิวรรธน์ทาวเวอร์ ชั้น 9, 24 ถนนพระราม 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330

Residing at 9th, 24th Floor, Siam Piwat Tower, 989, Rama 1 Road, Pathumwan Sub-District, Pathumwan District, Bangkok 10330

คนหนึ่งคนใดเพียงคนเดียวเป็นผู้แทนของข้าพเจ้าเพื่อเข้าประชุมและออกเสียงลงคะแนนแทนข้าพเจ้าในการประชุมผู้ถือหน่วยทรัสต์ของทรัสต์เพื่อการลงทุนในอสังหาริมทรัพย์ทรัพย์ศรีไทย ครั้งที่ 1/2569 ในวันที่ 4 ธันวาคม 2569 เวลา 10.30 น. ณ โรงแรมเดอะ พาลาสโซ่ เลขที่ 111 ซอยเนียมอุทิศ ถนนรัชดาภิเษก แขวงดินแดง เขตดินแดง กรุงเทพมหานคร 10400 หรือที่จะพึงเลื่อนไปในวัน เวลา และสถานที่อื่นด้วย

Any one of them to be my/our proxy to attend and vote on my/our behalf at the Meeting of the Trust Unitholders of Sub Sri Thai Real Estate Investment Trust No.1/2026 on 4 December 2026 at 10.30 hrs. at The Palazzo Hotel, 111 Soi Niam-

Utit, Ratchadapisek Road, Din Daeng Sub-District, Din Daeng District, Bangkok 10400 or any adjournment at any date, time and place thereof.

(4) ข้าพเจ้าขอมอบฉันทะให้ผู้รับมอบฉันทะออกเสียงลงคะแนนแทนข้าพเจ้าในการประชุมครั้งนี้ ดังนี้
I/We hereby authorize the proxy to vote on my/our behalf at this meeting as follows:

วาระที่ 1 พิจารณาอนุมัติการให้เช่าทรัพย์สินที่กองทรัสต์เข้าลงทุนในปัจจุบันแก่บริษัท ทรัพย์ศรีไทย จำกัด (มหาชน) โดยมีระยะเวลาการเช่าเริ่มต้น 3 ปี นับตั้งแต่วันที่ 1 กุมภาพันธ์ 2571 และสิทธิของคู่สัญญาแต่ละฝ่ายในการต่ออายุสัญญาออกไปอีก 2 คราว คราวละ 3 ปี (จนถึงวันที่ 31 มกราคม 2580)

Agenda 1 To consider and approve the lease out of the Existing Investment Assets of SSTRT to Sub Sri Thai Public Company Limited, with the initial lease term of 3 years, commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037)

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร
(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้
(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย Approve ☐ ไม่เห็นด้วย Disapprove ☐ งดออกเสียง Abstain

วาระที่ 2 พิจารณาอนุมัติการลงทุนในทรัพย์สินที่จะลงทุนเพิ่มเติมครั้งที่ 2

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

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร
(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้
(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย Approve ☐ ไม่เห็นด้วย Disapprove ☐ งดออกเสียง Abstain

วาระที่ 3 พิจารณาอนุมัติการแก้ไขเพิ่มเติมสัญญาก่อตั้งทรัสต์ในส่วนที่เกี่ยวข้องกับนโยบายการลงทุนและประเภททรัพย์สินหลักที่กองทรัสต์จะลงทุน

Agenda 3 To consider and approve the amendment to the Trust Deed regarding the investment policy and types of main assets in which SSTRT will invest

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร
(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้

(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย Approve ☐ ไม่เห็นด้วย Disapprove ☐ งดออกเสียง Abstain

<u>วาระที่ 4</u> พิจารณาเรื่องอื่น ๆ (ถ้ามี)

<u>Agenda 4</u> To consider other matters (if any)

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้

(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย Approve ☐ ไม่เห็นด้วย Disapprove ☐ งดออกเสียง Abstain

(5) การลงคะแนนเสียงของผู้รับมอบฉันทะในวาระใดที่ไม่เป็นไปตามที่ระบุไว้ในหนังสือมอบฉันทะนี้ให้ถือว่าการลงคะแนนเสียงนั้นไม่ถูกต้องและไม่ใช่เป็นการลงคะแนนเสียงของข้าพเจ้าในฐานะผู้ถือหน่วยทรัสต์

Voting of the proxy in any agenda that is not as specified in this Proxy Form shall be considered as invalid and shall not be my/our voting as a trust unitholder.

(6) ในกรณีที่ข้าพเจ้าไม่ได้ระบุความประสงค์ในการออกเสียงลงคะแนนในวาระใดไว้หรือระบุไว้ไม่ชัดเจน หรือในกรณีที่ที่ประชุมมีการพิจารณาหรือลงมติในเรื่องใดนอกเหนือจากเรื่องที่ระบุไว้ข้างต้น รวมถึงกรณีที่มีการแก้ไขเปลี่ยนแปลงหรือเพิ่มเติมข้อเท็จจริงประการใด ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

In case I/we have not specified my/our voting intention(s) in any agenda or my/our voting intention(s) is not clearly specified or in case the meeting considers or passes resolutions in any matters other than those specified above, including in case there is any amendment or addition of any fact, the proxy shall have the right to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

กิจการใดที่ผู้รับมอบฉันทะได้กระทำไปในการประชุม เว้นแต่กรณีที่ผู้รับมอบฉันทะไม่ออกเสียงตามที่ข้าพเจ้าระบุในหนังสือมอบฉันทะให้ถือเสมือนว่าข้าพเจ้าได้กระทำเองทุกประการ

Any business carried out by the proxy at the said meeting, except in case that the proxy does not vote according to my/our intention(s) specified in the Proxy Form, shall be deemed as having been carried out by myself/ourselves in all respects.

ลงชื่อ/Signed ..... ผู้มอบฉันทะ/Grantor

(.....)

ลงชื่อ/Signed ..... ผู้รับมอบฉันทะ/Proxy

(.....)

หมายเหตุ

Remarks

1. ผู้ถือหน่วยทรัสต์ที่มอบฉันทะจะต้องมอบฉันทะให้ผู้รับมอบฉันทะเพียงรายเดียวเป็นผู้เข้าประชุมและออกเสียงลงคะแนน ไม่สามารถแบ่งแยกจำนวนหน่วยทรัสต์ให้ผู้รับมอบฉันทะหลายคนเพื่อแยกการลงคะแนนเสียงได้

   The trust unitholder appointing the proxy must authorize only one proxy to attend and vote at the meeting and may not split the number of trust units to several proxies for splitting votes.

2. กรุณาติดอากรแสตมป์ 20 บาท

   Please affix stamp duty of Baht 20.

หนังสือมอบฉันทะ แบบ ข.

(สำหรับผู้ถือหน่วยทรัสต์ที่ปรากฏในทะเบียนเป็นผู้ลงทุนต่างประเทศ
และแต่งตั้งให้คัสโตเดียน (Custodian) ในประเทศไทยเป็นผู้รับฝากและดูแลหน่วยทรัสต์ให้เท่านั้น)

PROXY Form B.

(Only for foreign trust unitholders who appointed custodians in Thailand)

เขียนที่.....

Written at

วันที่.....เดือน.....พ.ศ.....

Date Month Year

(1) ข้าพเจ้า.....สัญชาติ.....

I/We Nationality

อยู่บ้านเลขที่.....ถนน.....ตำบล/แขวง.....

Residing at Road Sub-District

อำเภอ/เขต.....จังหวัด.....รหัสไปรษณีย์.....

District Province Postal Code

เบอร์โทรศัพท์ที่สามารถติดต่อได้.....

Contact Telephone Number

ในฐานะผู้ประกอบธุรกิจเป็นผู้รับฝากและดูแลหน่วยทรัสต์ (Custodian) ให้กับ.....

As a Custodian for

ซึ่งเป็นผู้ถือหน่วยทรัสต์ของทรัสต์เพื่อการลงทุนในอสังหาริมทรัพย์ทรัพย์ศรีไทย (SSTRT)

Who is a trust unitholder of Sub Sri Thai Real Estate Investment Trust (SSTRT)

โดยถือหน่วยทรัสต์จำนวนทั้งสิ้นรวม.....หน่วย และออกเสียงลงคะแนนได้เท่ากับ.....เสียง

Holding the total amount of trust units and having the right to vote equal to votes

(2) ขอมอบฉันทะให้

Hereby appoint

☐ (2.1) ชื่อ.....อายุ.....ปี อยู่บ้านเลขที่.....

Name Age Years Residing at

ถนน.....ตำบล/แขวง.....อำเภอ/เขต.....

Road Sub-District District

จังหวัด.....รหัสไปรษณีย์.....

Province Postal Code

☐ (2.2) หรือ ทรัสตี

or the Trustee, namely

ชื่อ บริษัทหลักทรัพย์จัดการกองทุน วรรณ จำกัด

Name One Asset Management Limited

อยู่บ้านเลขที่ 989 อาคารสยามพิวรรธน์ทาวเวอร์ ชั้น 9, 24 ถนนพระราม 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพมหานคร 10330

Residing at 9th, 24th Floor, Siam Piwat Tower, 989, Rama 1 Road, Pathumwan Sub-District, Pathumwan District, Bangkok 10330

คนหนึ่งคนใดเพียงคนเดียวเป็นผู้แทนของข้าพเจ้าเพื่อเข้าประชุมและออกเสียงลงคะแนนแทนข้าพเจ้าในการประชุมผู้ถือหน่วยทรัสต์ของทรัสต์เพื่อการลงทุนในอสังหาริมทรัพย์ทรัพย์ศรีไทย ครั้งที่ 1/2569 ในวันที่ 4 ธันวาคม 2569 เวลา 10.30 น. ณ

โรงแรมเดอะ พาลาสโซ่ เลขที่ 111 ซอยเนียมอุทิศ ถนนรัชดาภิเษก แขวงดินแดง เขตดินแดง กรุงเทพมหานคร 10400 หรือที่จะพึงเลื่อนไปในวัน เวลา และสถานที่อื่นด้วย

Any one of them to be my/our proxy to attend and vote on my/our behalf at the Meeting of theTrust Unitholders of Sub Sri Thai Real Estate Investment Trust No.1/2026 on 4 December 2026 at 10.30 hrs. at The Palazzo Hotel, 111 Soi Niam-Utit, Ratchadapisek Road, Din Daeng Sub-District, Din Daeng District, Bangkok 10400 or any adjournment at any date, time and place thereof.

(3) ข้าพเจ้าขอมอบฉันทะให้ผู้รับมอบฉันทะเข้าร่วมประชุมและออกเสียงลงคะแนนในครั้งนี้ ดังนี้

I/We hereby authorize the proxy to attend and vote on my/our behalf at this meeting as follows:

☐ มอบฉันทะตามจำนวนหน่วยทรัสต์ทั้งหมดที่ถือและมีสิทธิออกเสียงลงคะแนนได้

To grant all trust units held and having the right to vote

☐ มอบฉันทะบางส่วน คือ

To grant the partial trust units as follows:

☐ หน่วยทรัสต์.....หน่วย และมีสิทธิออกเสียงลงคะแนนได้.....เสียง

Number of trust units trust units, and having the right to vote equal to votes,

(4) ข้าพเจ้าขอมอบฉันทะให้ผู้รับมอบฉันทะออกเสียงลงคะแนนแทนข้าพเจ้าในการประชุมครั้งนี้ ดังนี้

I/We hereby authorize the proxy to vote on my/our behalf at this meeting as follows:

<u>วาระที่ 1</u> พิจารณาอนุมัติการให้เช่าทรัพย์สินที่กองทรัสต์เข้าลงทุนในปัจจุบันแก่บริษัท ทรัพย์ศรีไทย จำกัด (มหาชน) โดยมีระยะเวลาการเช่าเริ่มต้น 3 ปี นับตั้งแต่วันที่ 1 กุมภาพันธ์ 2571 และสิทธิของคู่สัญญาแต่ละฝ่ายในการต่ออายุสัญญาออกไปอีก 2 คราว คราวละ 3 ปี (จนถึงวันที่ 31 มกราคม 2580)

<u>Agenda 1</u> To consider and approve the lease out of the Existing Investment Assets of SSTRT to Sub Sri Thai Public Company Limited, with the initial lease term of 3 years, commencing from 1 February 2028 with the right of each party to renew the term for additional 2 renewal terms with 3 – year period for each term (until 31 January 2037)

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้

(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย.....เสียง ☐ ไม่เห็นด้วย.....เสียง ☐ งดออกเสียง.....เสียง

Approve votes Disapprove votes Abstain votes

<u>วาระที่ 2</u> พิจารณาอนุมัติการลงทุนในทรัพย์สินที่จะลงทุนเพิ่มเติมครั้งที่ 2

<u>Agenda 2</u> To consider and approve the investment in the Additional Investment Assets No. 2

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้

(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย.....เสียง ☐ ไม่เห็นด้วย.....เสียง ☐ งดออกเสียง.....เสียง

Approve votes Disapprove votes Abstain votes

<u>วาระที่ 3</u> พิจารณาอนุมัติการแก้ไขเพิ่มเติมสัญญาก่อตั้งทรัสต์ในส่วนที่เกี่ยวข้องกับนโยบายการลงทุนและประเภททรัพย์สินหลักที่กองทรัสต์จะลงทุน

<u>Agenda 3</u> To consider and approve the amendment to the Trust Deed regarding the investment policy and types of main assets in which SSTRT will invest

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้

(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย.....เสียง ☐ ไม่เห็นด้วย.....เสียง ☐ งดออกเสียง.....เสียง

Approve votes Disapprove votes Abstain votes

<u>วาระที่ 4</u> พิจารณาเรื่องอื่น ๆ (ถ้ามี)

<u>Agenda 4</u> To consider other matters (if any)

☐ (ก) ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

(a) To grant my/our proxy to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

☐ (ข) ให้ผู้รับมอบฉันทะออกเสียงลงคะแนนตามความประสงค์ของข้าพเจ้า ดังนี้

(b) To grant my/our proxy to vote at my/our desire as follows:

☐ เห็นด้วย.....เสียง ☐ ไม่เห็นด้วย.....เสียง ☐ งดออกเสียง.....เสียง

Approve votes Disapprove votes Abstain votes

(5) การลงคะแนนเสียงของผู้รับมอบฉันทะในวาระใดที่ไม่เป็นไปตามที่ระบุไว้ในหนังสือมอบฉันทะนี้ให้ถือว่าการลงคะแนนเสียงนั้นไม่ถูกต้องและไม่ใช่เป็นการลงคะแนนเสียงของข้าพเจ้าในฐานะผู้ถือหน่วยทรัสต์

Voting of the proxy in any agenda that is not as specified in this Proxy Form shall be considered as invalid and shall not be my/our voting as a trust unitholder.

(6) ในกรณีที่ข้าพเจ้าไม่ได้ระบุความประสงค์ในการออกเสียงลงคะแนนในวาระใดไว้หรือระบุไว้ไม่ชัดเจน หรือในกรณีที่ที่ประชุมมีการพิจารณาหรือลงมติในเรื่องใดนอกเหนือจากเรื่องที่ระบุไว้ข้างต้น รวมถึงกรณีที่มีการแก้ไขเปลี่ยนแปลงหรือเพิ่มเติมข้อเท็จจริงประการใด ให้ผู้รับมอบฉันทะมีสิทธิพิจารณาและลงมติแทนข้าพเจ้าได้ทุกประการตามที่เห็นสมควร

In case I/we have not specified my/our voting intention(s) in any agenda or my/our voting intention(s) is not clearly specified or in case the meeting considers or passes resolutions in any matters other than those specified above, including in case there is any amendment or addition of any fact, the proxy shall have the right to consider and vote on my/our behalf as he/she may deem appropriate in all respects.

กิจการใดที่ผู้รับมอบฉันทะได้กระทำไปในการประชุม เว้นแต่กรณีที่ผู้รับมอบฉันทะไม่ออกเสียงตามที่ข้าพเจ้าระบุในหนังสือมอบฉันทะ ให้ถือเสมือนว่าข้าพเจ้าได้กระทำเองทุกประการ

Any business carried out by the proxy at the said meeting, except in case that the proxy does not vote according to my/our intention(s) specified in the Proxy Form, shall be deemed as having been carried out by myself/ourselves in all respects.

ลงชื่อ/Signed ..... ผู้มอบฉันทะ/Grantor

(.....)

ลงชื่อ/Signed ..... ผู้รับมอบฉันทะ/Proxy

(.....)

<u>หมายเหตุ</u>

<u>Remarks</u>

1. หนังสือมอบฉันทะแบบ ข. นี้ใช้เฉพาะกรณีที่ผู้ถือหน่วยทรัสต์ที่ปรากฏชื่อในทะเบียนเป็นผู้ลงทุนต่างประเทศและแต่งตั้งให้คัสโตเดียน (Custodian) ในประเทศไทยเป็นผู้รับฝากและดูแลหน่วยทรัสต์ให้เท่านั้น

   Only foreign trust unitholders whose names appear in the registration book and have appointed a Custodian in Thailand can use the Proxy Form B.

2. หลักฐานที่ต้องแนบพร้อมกับหนังสือมอบฉันทะ คือ

   Evidence to be attached with this Proxy Form are:

   (1) หนังสือมอบอำนาจจากผู้ถือหน่วยทรัสต์ให้คัสโตเดียน (Custodian) เป็นผู้ดำเนินการลงนามในหนังสือมอบฉันทะแทน

   Power of Attorney from the trust unitholder authorizing a Custodian to sign the Proxy Form on his/her behalf.

   (2) หนังสือยืนยันว่าผู้ลงนามในหนังสือมอบฉันทะแทนได้รับอนุญาตประกอบธุรกิจคัสโตเดียน (Custodian)

   Letter of certification to certify that a person executing in the Proxy Form has obtained a permit to act as a Custodian.

3. ผู้ถือหน่วยทรัสต์ที่มอบฉันทะจะต้องมอบฉันทะให้ผู้รับมอบฉันทะเพียงรายเดียวเป็นผู้เข้าประชุมและออกเสียงลงคะแนน ไม่สามารถแบ่งแยกจำนวนหน่วยทรัสต์ให้ผู้รับมอบฉันทะหลายคนเพื่อแยกการลงคะแนนเสียงได้

   The trust unitholder appointing the proxy must authorize only one proxy to attend and vote at the meeting and may not split the number of trust units to several proxies for splitting votes.

4. กรุณาติดอากรแสตมป์ 20 บาท

   Please affix stamp duty of Baht 20.