

# SUNWAY®

## REIT

### SUNWAY REAL ESTATE INVESTMENT TRUST

(Established in Malaysia under a deed dated 20 May 2010, a supplemental deed dated 10 June 2010 and an amended and restated deed dated 18 September 2018 entered into between Sunway REIT Management Sdn. Bhd. and RHB Trustees Berhad, both companies incorporated in Malaysia)

## NOTICE OF UNITHOLDERS' MEETING

**NOTICE IS HEREBY GIVEN THAT** a meeting of unitholders ("**Unitholders' Meeting**") of Sunway Real Estate Investment Trust ("**Sunway REIT**") will be held at Grand Forum, Level 10, Sunway Resort Hotel & Spa, Persiaran Lagoon, Bandar Sunway, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia on 8 April 2019 at 3.00 p.m. or at any adjournment thereof, for the purpose of considering and if thought fit, passing the following resolution with or without modifications:

### ORDINARY RESOLUTION

**PROPOSED ACQUISITION BY RHB TRUSTEES BERHAD, ON BEHALF OF SUNWAY REIT, OF THE SUBJECT LANDS AND BUILDINGS (AS DEFINED HEREIN) FROM SUNWAY DESTINY SDN. BHD., A WHOLLY-OWNED SUBSIDIARY OF SUNWAY BERHAD, FOR A CASH CONSIDERATION OF RM550 MILLION**

"**THAT** contingent upon the fulfilment of all other conditions precedent under the conditional Sale and Purchase Agreement dated 24 December 2018 ("**SPA**") between Sunway Destiny Sdn. Bhd. ("**Vendor**") and RHB Trustees Berhad ("**Trustee**" or "**Purchaser**"), on behalf of Sunway REIT, and subject to all approvals being obtained from the relevant authorities and parties (if required), approval be and is hereby given for the Trustee to acquire the Subject Lands and Buildings from the Vendor for a purchase consideration of RM550 million upon such terms and conditions as set out in the SPA, which entails the acquisition of 3 parcels of leasehold land held under H.S.(D) 118326 Lot No. PT 1905 ("**Land 1**"), H.S.(D) 118325 Lot No. PT 1904 ("**Land 2**") and H.S.(D) 118332 Lot No. PT 28 ("**Land 3**"), all in the Town of Sunway, District of Petaling, State of Selangor (collectively, the "**Lands**") together with buildings (including all fixtures and fittings, services infrastructure and systems located or used in the buildings) which comprise of the following:

- (a) a 5-storey academic block together with a lower ground level;
- (b) a 6-storey academic block together with a lower ground level;
- (c) a 13-storey academic block together with a 2-storey basement car park; and
- (d) 4 blocks of 5-storey walk up hostel apartment

(collectively, the "**Buildings**"), and sports facilities which comprise a football field, basketball court, netball court and tennis court ("**Sports Facilities**") ("**Proposed Acquisition**"). The Lands, Buildings and Sports Facilities are collectively referred to as "**Subject Lands and Buildings**".

The Proposed Acquisition excludes the acquisition of buildings erected on a portion of Land 2 and a portion of Land 3 which comprise of a 2-storey office administrative block, a 2-storey academic block along with a sub-basement level for education facilities, a 3-storey academic block, and a 3-storey academic block along with 1 1/2 sub-basement level for housing an international school.

**THAT** the execution by the Trustee of the SPA and the performance of its obligations under the SPA be and is hereby approved and ratified.

**AND THAT** the Trustee and directors of Sunway REIT Management Sdn. Bhd., being the manager of Sunway REIT ("**Manager**"), be and are hereby authorised to give full effect to the Proposed Acquisition with full powers to negotiate, approve, agree and/or assent to any conditions, variations, revaluations, modifications and/or amendments in any manner as may be required / permitted by the relevant authorities or deemed necessary by the Trustee and directors of the Manager, and to deal with all matters incidental, ancillary to and/or relating thereto, and to take such steps and to do such acts (including to execute such documents, agreements, undertakings and confirmations as may be required), deeds, things and matters as they may deem necessary or expedient to implement, finalise, to give full effect to and complete the Proposed Acquisition."

**By Order of the Board of Directors of  
SUNWAY REIT MANAGEMENT SDN. BHD.**  
(Manager for Sunway REIT)

**TAN KIM AUN (MAICSA 7002988)  
ONG WEI LENG (MAICSA 7053539)**  
Company Secretaries

Bandar Sunway  
22 March 2019

### Notes:

- (1) A unitholder of Sunway REIT ("**Unitholder**") who is entitled to attend and vote at the meeting may appoint a proxy or proxies (not more than 2 proxies) to attend and vote on his/her behalf. A proxy may but need not be unitholder

of Sunway REIT.

- (2) Where a unitholder is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991 ("**SICDA**"), it may appoint not more than 2 proxies in respect of each securities account it holds with units standing to the credit of the said securities account.
- (3) Where a member is an exempt authorised nominee as defined under the SICDA, who holds units in Sunway REIT for multiple beneficial owners in one securities account ("**Omnibus Account**"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds with units standing to the credit of the said Omnibus Account.
- (4) Where a unitholder or the authorised nominee appoints 2 proxies, or where an exempt authorised nominee appoints 2 or more proxies, the appointments shall be invalid unless he or it specifies the proportions of his or its holdings to be represented by each proxy.
- (5) If a unitholder has appointed a proxy or proxies (not more than 2 proxies) to attend the Unitholders' Meeting and subsequently he attends the meeting in person, the appointment of such proxy shall be null and void, and his proxy shall not be entitled to attend the Unitholders' Meeting.
- (6) The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if such appointer is a corporation, either under its common seal or under the hand of its officer or attorney duly authorised.
- (7) The instrument for the appointment of a proxy must be completed and deposited at the registered office of the Manager, Sunway REIT Management Sdn. Bhd. at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia, not less than 24 hours before the time appointed for holding the Unitholders' Meeting or any adjournment thereof, either by hand, post, electronic mail or fax to (603) 5639 9507, and in default, the instrument of proxy shall not be treated as valid. In the case where the unitholder is a corporation and the proxy form is delivered by fax or electronic mail, the original proxy form shall also be deposited at the registered office of the Manager, either by hand or post not less than 24 hours before the time appointed for holding the Unitholders' Meeting or any adjournment thereof.
- (8) If no name is inserted in the space for the name of your proxy, the Chairman of the meeting will act as your proxy.
- (9) Only a depositor whose name appears in the Record of Depositors of Sunway REIT as at 29 March 2019 shall be regarded as a unitholder and entitled to attend, speak and vote at the Unitholders' Meeting or appoint proxies to attend and/or vote on his or its behalf.

### PERSONAL DATA PRIVACY

By lodging of a completed Proxy Form to Sunway REIT for appointing a proxy(ies) and/or representative(s) to attend and vote in person at the Unitholders' Meeting and any adjournment thereof, the unitholder is hereby:

- (i) consenting to the collection, use and disclosure of the member's personal data by Sunway REIT (or its agents) for the purpose of the processing and administration by Sunway REIT (or its agents) of proxies and representatives appointed for the Unitholders' Meeting (including any adjournment thereof) and the preparation and compilation of the attendance list, minutes and other documents relating to the Unitholders' Meeting (including any adjournment thereof), and in order for Sunway REIT (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**");
- (ii) warranting that where the member discloses the personal data of the unitholder's proxy(ies) and/or representative(s) to Sunway REIT (or its agents), the unitholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by Sunway REIT (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes ("**Warranty**"); and
- (iii) agreeing that the member will indemnify Sunway REIT in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the unitholder's breach of the Warranty.

For the purposes of this paragraph, "personal data" shall have the same meaning given in section 4 of the Personal Data Protection Act 2010.