

No.PFRD 012/2563

On 19 June 2020

RE: Request for Resolution of Unitholders of Samui Buri Property Fund (SBPF)

To: Unitholders of Samui Buri Property Fund

- Enclosures:
1. Voting Procedure
 2. Voting Form for Unitholders
 3. Envelop of the Business Reply Mail

Principal Asset Management Company Limited (“Management Company”) as the management company of Samui Buri Property Fund, acronym “SBPF” (“Fund”) would like to inform that the Management Company received the a letter dated 27 March 2020 from Samui Buri Beach Resort Co., Ltd., a lessee of the Funds’ property, (“Company” or “Lessee”) requesting for exemption of rental payment due to the impact from Coronavirus Disease 2019 outbreak or COVID-19, resulting in the Company is not able to operate. In summary, the Lessee is affected from Coronavirus Disease 2019 outbreak (COVID-19). The customers and agents continually cancelled the lodging and services at the hotel since January 2563 as well as Thai Government announced the nationwide state of emergency. Therefore, the Lessee has to temporarily and officially suspend the hotel business and have the employee stop working since 1 April 2020 until the situation returns to normal. The Lessee requested the Fund to consider helping the Lessee for relieving such impact by waving the rental payment for the installments of April 2020 to December 2020 and request for a cancellation of all rental pre-dated cheques, which were provided to the Fund. The lessee has procured the security personnel and the personnel in important section to look after the property of the Fund at best. Moreover, The Lessee proposed to have a mutual re-assessment of situation with the Management Company again within October 2020. If the outbreak situation and the tourism circumstance are getting better or the Lessee returns to be able to operate the hotel business before December 2020, the Lessee will further perform the lease agreement. In this regard, the Management Company deems appropriate to request the unitholders to pass the resolution in regard to the proposal of the Lessee and request the unitholders to cast the votes into the voting form for unitholders as shown in Enclosure 2 and return such form together with the supporting documents for casting votes as specified in Enclosure 1 back to the Management Company **within 20 July 2020**. The details of the agenda to be proposed the unitholders’ resolutions are as follows:

Background

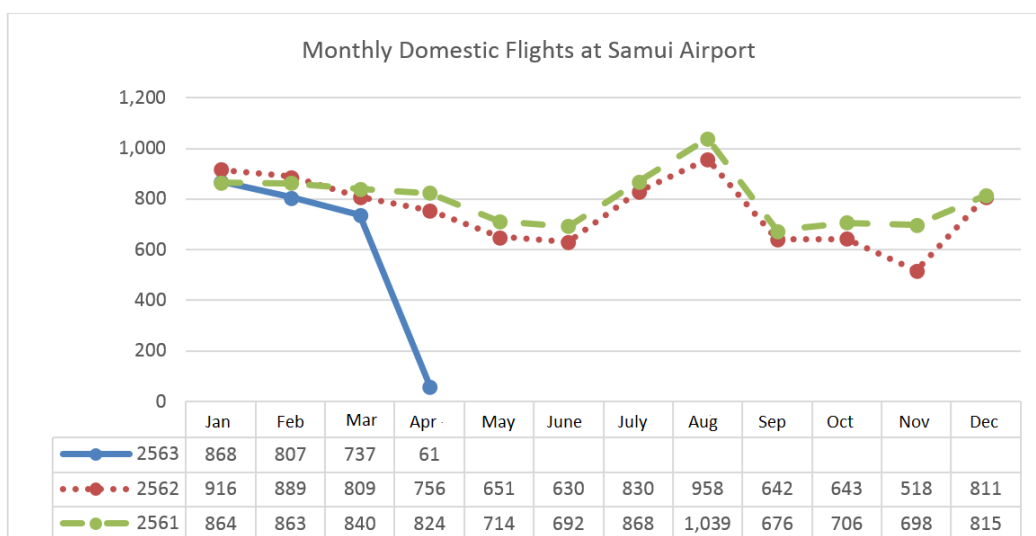
Due to the outbreak of Coronavirus Disease 2019 or COVID-19 in China since the end of 2019, then it is rapidly and globally widespread into various countries, resulting in many countries including

Thailand strictly implement the preventive measure. There was the announcement of the State of Emergency on 25 March 2020, which is effective since 26 March 2020 onwards. On 26 May 2020, there was the extension of the State of Emergency to 30 June 2020. Under the State of Emergency, the government has issued various measures, including the restriction of transportation and closure of risk activities which may cause the risk for outbreak.

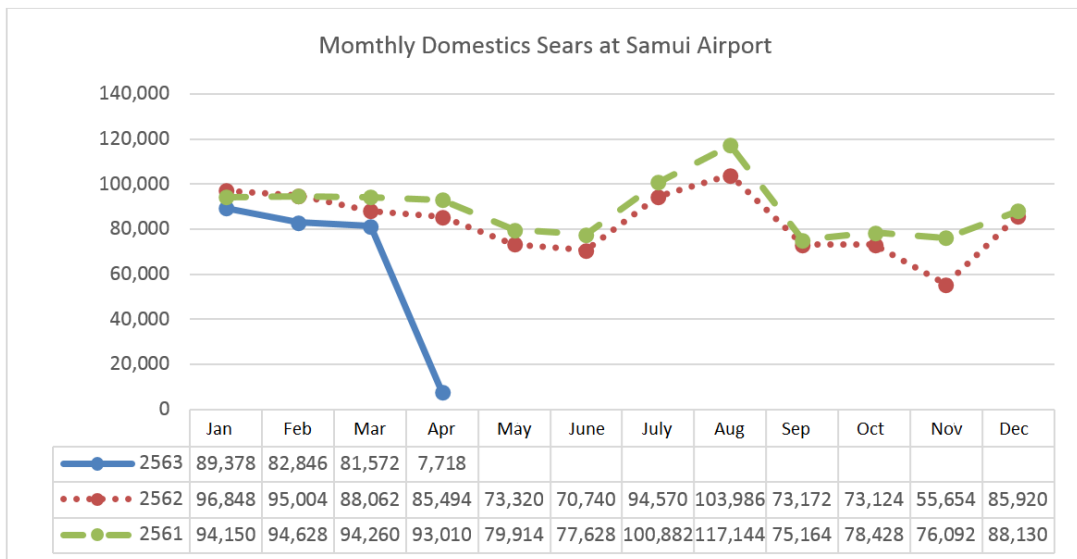
Additionally, on 7 April 2020, Surat Thani Provincial Governor issued the Order of Surat Thani Province Order No. 2193/2020 Re: Urgent Measurement for Prevention of Coronavirus Disease 2019 (COVID-19) outbreak (No. 9) to close all types of hotels, which are licensed to operate the hotel business under the Hotel Act B.E. 2547, and all places of business, operating the accommodating service in the same manner, except for the hotels, which are utilized to be the field hospitals or the accommodations for observation or other governmental benefit, since 8 April 2020 to 30 April 2020, which were extended to 31 May 2020 according to the extension of the State of Emergency.

Even though the Surat Thani Provincial Governor issued the Order of Surat Thani Province Order No. 2727/2020 Re: Urgent Preventive Measure against the outbreak of Coronavirus Disease 2019 (COVID-19) (No. 15), dated 2 May 2020 to close only the accommodation service and restaurant and order the entrepreneur to strictly comply with preventive measure against the outbreak since 3 May 2020 until further notice. In addition, Aviation Authority of Thailand extended the duration of Temporary Ban on All International Flights to Thailand since 1 May 2020 to 30 June 2020 and the tourism situation in Koh Samui has no tendency to be better resulting in Samui Buri Beach Resort being further unable to provide service and temporary closed.

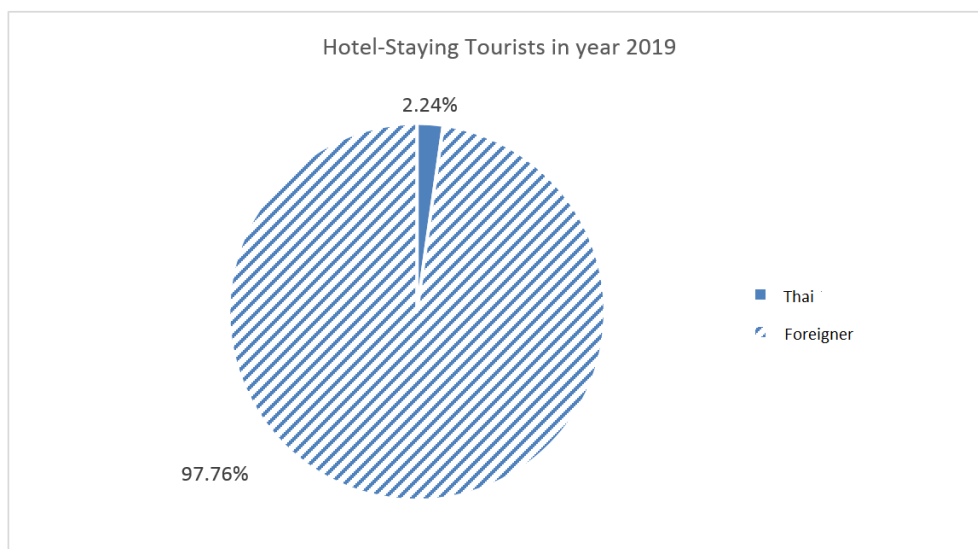
Tourism and hotel market overview

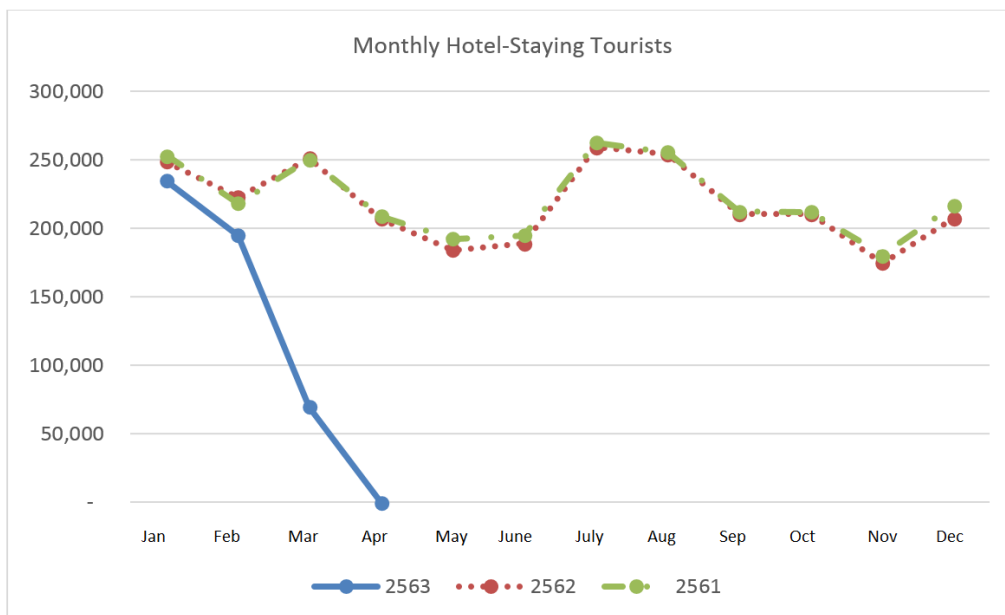
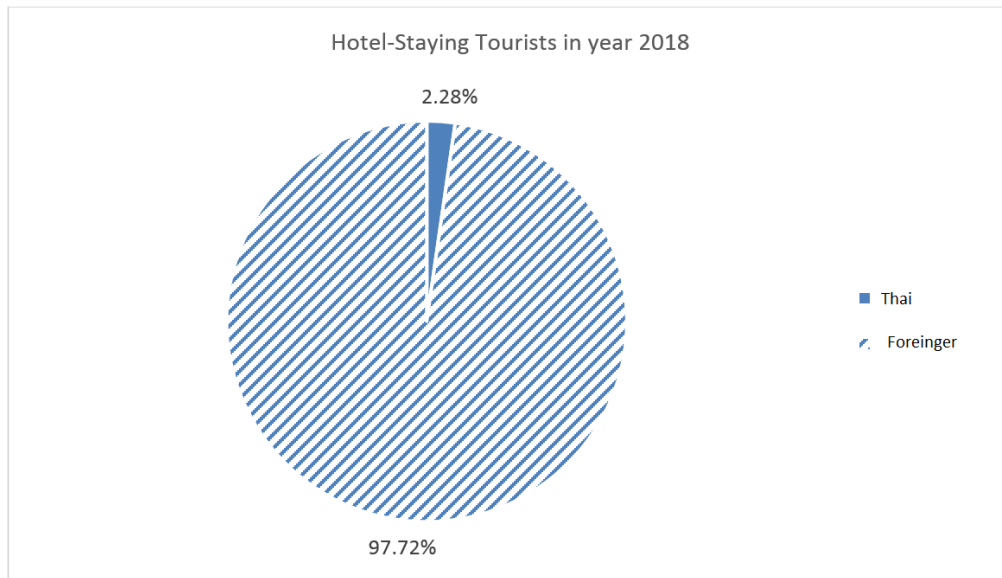


According to information of Tourism Authority of Thailand on the date of the preparation of this document (21 May 2020), the flights according to the flight schedule at Samui International Airport in April 2020 was 61 flights. The amount of cargo plans decreases from 756 and 824 flights in the same month in year 2019 and 2018, resulting in the seats decreasing from 85,494 and 93,010 seats in April 2019 and 2018 to be 7,718 seats in April 2020.



In year 2019 and 2018, 97 percent of the numbers of hotel-staying tourists is foreign tourists. Accordingly, the business hotel at Koh Samui affected from the disease outbreak and the ban on international flights as well as the disease outbreak situation and the economic impact in departure country, e.g. China and Europe.





The amount of Hotel-Staying Tourists showed as above is affected from the measure to close the hotel in Surat Thani province as mentioned above. Even though the relevant authority has relaxed various measures as well as allow the operation of the hotel, the extension of Temporary Ban on All International Flights to Thailand automatically effects the tourism business to be able to operate.

Agenda for Consideration

The matters to be proposed to the unitholders for consideration are divided into Agenda 1 and Agenda 2 which are related. The unitholders are able to cast their votes on both agenda. However, if the unitholders resolve to approve the procedure as proposed by the Lessee in Agenda 1, it deemed that no consideration is made on Agenda 2.

Agenda 1 : To consider approving or not approving the exemption of rental payment as proposed by the Lessee (For Approval)

1. Details of Matters for Consideration

As the Management Company received the letter Re: requesting for an temporary exemption of the rental payment from the Lessee according to the letter No. SMB6303/001 dated 27 March 2020, the Lessee informed that the Lessee is affected from the COVID-19 outbreak. The details of the letter can be summarized as follows:

1. The Lessee have to temporarily suspend the hotel business and have the employee stop working since 1 April 2020 until the situation returns to normal;
2. In the meantime, the lessee has procured the security personnel and the personnel in important section to look after the property of the Fund at best;
3. The Lessee requested the Fund to consider helping the Lessee for relieving such impact by waving the rental payment for the installments of April 2020 to December 2020;
4. The Lessee requested t for a cancellation of all rental pre-dated cheques;
5. The Lessee proposed to have a mutual re-assessment of situation with the Management Company again within October 2020; and
6. If the outbreak situation and the tourism circumstance are getting better or the Lessee returns to be able to operate the hotel business, the Lessee will further perform the lease agreement.

On 7 April 2020, Surat Thani Provincial Governor issued the Order of Surat Thani Province Order No. 2193/2020 Re: Urgent Measurement for Prevention of Coronavirus Disease 2019 (COVID-19) outbreak (No. 9) to close all types of hotels, which are licensed to operate the hotel business under the Hotel Act B.E. 2547, and all places of business, operating the accommodating service in the same manner, except for the hotels, which are utilized to be the field hospitals or the accommodations for observation or other governmental benefit, since 8 April 2020 to 30 April 2020, which were extended to 31 May 2020 according to the extension of the State of Emergency. Even though the Surat Thani Provincial Governor issued the Order of Surat Thani Province Order No. 2727/2020 Re: Urgent

Preventive Measure against the outbreak of Coronavirus Disease 2019 (COVID-19) (No. 15), dated 2 May 2020 to close only the accommodation service and restaurant and order the entrepreneur to strictly comply with preventive measure against the outbreak since 3 May 2020 until further notice. As a result of the outbreak and the Order of Surat Thani Province abovementioned, the Lessee has to suspend its business operation in respect of the assets leased from the Fund due to the governmental order during 8 April 2020 – 2 May 2020. In addition, Aviation Authority of Thailand extended the duration of Temporary Ban on All International Flights to Thailand since 1 May 2020 to 30 June 2020 and the tourism situation in Koh Samui has no tendency to be better resulting in Samui Buri Beach Resort being further temporary closed.

The Lessee later coordinated with the Fund to discuss and inform the additional course of actions regarding the assessment of the situation. The criteria of the assessment of the situation can be summarized as follows:

1. Governmental orders, which order to close the business hotel and tourism business, e.g. restaurants are cancelled, resulting in the hotel can normally operate;
2. The cancellation of ban on flights, ban on transportation, ban on international arrival and departure and the quarantine order, etc;
3. The normal operation of Samui International Airport; and
4. The amount of flights and tourists entering into Koh Samui are not less than 50 percent of the amount during the same period of the previous year.

If it falls under the above 4 criteria, the Lessee agrees to pay the rental within 60 days according to the rental rate in the agreement on the rental payment date and it will be deemed as the monthly payment.

2. Opinion of Management Company

The Management Company has considered the request of the Lessee by taking the relevant matters into the consideration and opine as follows:

Current Situation

The outbreak of COVID-19 which commences within China and is then spreading to other continents, all in Asia, Europe, America, and Africa. This results in suspension of transportation, trade, and business. Most of airlines suspend the services, except for certain services such as goods transportation or special flight. Most of countries apply restrictive measures of the transportation. As a result, the global tourism business has been impacted. Moreover, Thailand has preventive measures to

control the spreading of disease, including restriction of domestic area, closure of hotel, restaurant, entertainment place, etc. This situation has an impact throughout the world and Thailand. It also has direct impact on the business of the Lessee.

Impact on Fund regarding Exemption of Rental

For the exemption of rental within the period as requested by the Lessee, if it is assessed that the situation shall continue until the last quarter of 2020 and the rental shall be exempted until December 2020, the Fund shall loss a total income of THB 5,900,000. Moreover, the current temporary lease agreement shall expire on 31 July 2021. It is anticipated that it is difficult or impossible to resume the business enabling the Lessee to make the pre-exempted rental payment to the Fund within the current period of the agreement. In addition, the Fund has its average expense at THB 500,000 per month as of 31 December 2019. The Fund has cash flow for operation of THB 6,350,751 or equivalent to 12 months, approximately. Therefore, the direct impact on the Fund from the current situation is the impact on financial status of the Fund.

Whether Other Property Funds and REITs have the Same Impact and Approach

According to the internal meeting among the Association of Investment Management Companies which have other management companies and trust managers as members, it is recognized that every property funds and REITs are affected in different volume as per the type of invested assets.

The agreed approach is necessity to maintain the property funds and REITs to pass through this crisis. The principal measure is to support the lessee so that the lessee shall return to operate its business and continue to lease the assets of the property funds and REITs after this situation.

The approach shall depend on details of the contract entered by and between the property funds and the lessee. If the provision of the contract allows the relaxation, such approach shall be applied. If the management company is not authorized under the contract, the management company shall seek for consideration of the unitholders. The relaxation approach shall include the reduction of rental, the deferral of rental payment and the exemption of the rental payment.

In addition, the Management Company has consulted and requested Kompass Law Ltd., the Fund's legal advisor. The legal advisor has provided the opinion in the following aspects:

Request for Exemption of Rental Payment by Lessee

According to the Fund Prospectus regarding the rights, obligations, and responsibilities of the

management company, PAM is obliged to manage the assets of the Fund in accordance with the laws on securities and exchange, including any other relevant notifications and in line with the purpose, investment terms, investment limitation and approved projects, including any executed agreement and terms and conditions as per the subscription form. Legally speaking, PAM has a duty to manage the property fund in good faith by applying its knowledge, competence, and expertise with due professional care for the best benefit of all unitholders pursuant to the Notification of the Capital Market Supervisory Board No. TorNor. 36/2562 Re: The Management of Property Fund dated 25 April 2019.

In this connection, it is not within PAM's discretion to agree to an exemption of rental payment or return the advance payment cheques as requested by the Lessee as it would deprive the Fund of its right to receive full payment under the Lease Agreement, which is contrary to the duty of the management company to manage the fund for the best benefit of all unitholders. Moreover, even though the existing lease term is extended from the original temporary lease agreement, the substantial terms and conditions of the lease including the rental were originally approved by the Unitholders' Meeting. The authority to change the terms and conditions of the lease with adversary effect to the Fund is vested in the Unitholders, who can authorize such change by way of resolution of the Unitholders Meeting.

Cheque Deposit

It is acknowledged that the Lessee has placed the pre-dated cheques to the Fund for advance rental payment for the second year of the lease period (from 1 August 2019 to 1 July 2020). If no relaxation of the rental payment is provided to the Lessee, PAM in the capacity of the manager of the Fund has its fiduciary duty to deposit each pre-dated cheque upon its due date for collection.

Pursuant to Clause 3.3 of the Lease Agreement, in the event that any cheque cannot be collected on the due date of each tranche, the Lessee shall be deemed in default. The Fund is entitled to claim for default interest at the rate of 15% per annual from the date of default until the outstanding rental is fully paid by the Lessee. The Fund also has the right to terminate the Lease Agreement.

Legal Action in case of Dishonored Cheque

In case the cheque is not honored, the Fund shall be entitled to file a lawsuit with the court of competent jurisdiction against the Lessee for both civil and criminal case. In this regard, the Lessee has agreed to fully compensate all actual damages and expenses in connection with the legal proceedings, including the attorney's fee to the Fund within 15 days from the date of notice by the Fund under Clause 13.2 of the Lease Agreement.

Civil Case: Breach of the Lease Agreement

The dishonored cheque is also considered as a failure of rental payment on a relevant due date by the Lessee. Such failure shall constitute an event of default under Clause 12.1 (a) of the Lease Agreement. The Fund shall have the right to submit a case with the competent court to claim for unpaid rental fee and any other damages on the ground of the breach of the Lease Agreement. The Fund must commence the legal proceeding within the prescription period, i.e. 1 year from the date specified in such cheque.

Moreover, the Fund may give written notice to the Lessee specifying such event of default to terminate the Lease Agreement. Upon the termination, the Lessee must return the possession of the leased assets to the Fund or a designated person, transfer the hotel business license and any other license used in the operation of the hotel as of the termination date to the Fund or a designated person, and perform any action as required by the Fund to successfully complete the Lessee's obligations. If the Lessee fails to perform the above obligations, the Fund shall also be entitled to file a case to the court for enforcement.

Criminal Case: Dishonored Cheque

If the cheque is returned upon the presentation to the bank by the Fund, it is assumed that there are insufficient funds in the Lessee's account being drawn on. As the cheque has been issued by the Lessee for the purpose of the performance of the Lease Agreement, which is an existing and lawfully enforceable obligation, it is deemed that the Lessee commits an offence and shall be subject to fine of not exceeding Baht 60,000 or imprisonment of not exceeding 1 year or both pursuant to Section 4 of the Offences Arising from the Use of Cheque Act B.E. 2534 ("Act").

Given that offence under this Act is compoundable offence, the procedure for dishonored cheque case must be initiated within 3 months from the date on which the commercial bank dishonors the cheque. The Fund as an injured person may opt to lodge a complaint with a police officer or initiate the legal proceeding on its own. Please note that if the Fund does not proceed to execute the above acts within the specified period, it shall be deemed that the prosecution is precluded by prescription.

In addition, the prior settlement is permitted under Section 7 of the Act. If the Lessee makes a payment of such cheque to the Fund or commercial bank within 30 days from the date on which the Lessee receives a written notice from the Fund specifying the commercial bank refuses the payment, it shall be deemed that the offence is settled under the Criminal Procedure Code.

Probability of Winning the Case

Legally speaking, the parties must comply with the contractual obligations as per the Lease Agreement. Upon notice regarding the material adverse impact on the lease by the Lessee, the Fund has its sole and absolute discretion to consider such issue. In the event that the Fund rejects the Lessee's request and does not propose other alternatives, the rental payment obligation of the Lessee remains unchanged. The Fund may initiate both civil and criminal lawsuit upon a refusal of the commercial bank to make a payment as per the pre-dated cheque. There is a probability of winning both cases as the Fund is entitled to the rental payment under the Lease Agreement.

In this connection, as the Lessee is subject to closure order of the hotel during 9 April 2020 – 30 April 2020 pursuant the Order of Surat Thani Provincial Governor No. 2193/2563 regarding urgent measures to prevent the spread of COVID-19 (No.9) dated 7 April 2020, the Lessee may argue that it is unable to utilize the leased assets for the purpose of the hotel business operation as specified in Clause 4 of the Lease Agreement. However, the fact that the Lessee is prevented from utilizing the Assets for business purpose is not a legal ground for the exemption of the rental payment during the closure order period.

Remark: As of the date of preparation of the legal opinion in Thai (15 May 2020), the Surat Thani Provincial Governor has issued the Surat Thani Province No. 2727/2563 regarding urgent measures to prevent the spread of COVID-19 (No.15) dated 2 May 2020 to allow the opening of hotel only for the hotel room and restaurant services and such hotel must strictly comply with the preventive measures with effect from 3 May 2020 onwards until further notice. However, this order does not have impact on the essence of this legal opinion.

3. Matters to be Resolved

In this agenda, the Management Company proposes the unitholders to consider approving or not approving the exemption of rental payment as proposed by the Lessee. The details are as follows:

1. Exemption of rental payment from April 2020 to December 2020
2. Cancellation of all pre-dated cheques previously deposited with the Fund
3. The Lessee proposes to have co-assessment with the Fund within October 2020.
4. If the situation and the tourism condition are getting better or the Lessee is able to resume the hotel business before the exemption period, the Lessee shall consider complying with the contract.

The consideration of the better tourism condition shall depend on the following:

- (a) Governmental orders, which order to close the business hotel and tourism business, e.g. restaurants are cancelled, resulting in the hotel can normally operate;

- (b) The cancellation of ban on flights, ban on transportation, ban on international arrival and departure and the quarantine order, etc;
- (c) The normal operation of Samui International Airport; and
- (d) The amount of flights and tourists entering into Koh Samui are not less than 50 percent of the amount during the same period of the previous year.

If it falls under the above 4 criteria, the Lessee agrees to pay the rental within 60 days according to the rental rate in the agreement on the rental payment date and it will be deemed as the monthly payment.

- 5. The Lessee is still obliged to maintain the assets in good condition ready-to-use.

4. Vote Counting and Resolution

A resolution for this agenda requires an approval of a majority vote of all units of the unitholders responding and being entitled to cast their votes.

To count the votes in this agenda, the Management Company shall not count the vote of unitholders who possess the interest. In this connection, according to the list of unitholders of the Fund as of 3 October 2012, the Lessee and its director and shareholder collectively hold the units of the Fund in a total amount of 8,662,520 units equivalent to 10.46 percent of all sold units of the Fund. The Management Company shall not count such votes in this agenda.

Agenda 2 : To consider approving or not approving the exemption of rental payment as the Management Company deemed appropriate (For Approval)

1. Details of Matters for Consideration

The Management Company has considered the approaches for implementation under the current situation and there are two options as follows:

Enforcement of Contract

In this case, the Fund opts to comply with the rights of the Fund under the contract demanding the Lessee to pay the full rental within the due date. If the Lessee fails to make payment, the Fund shall take a legal action, namely the enforcement of the settlement agreement previously executed. If the Lessee has an objection, the legal proceeding may be initiated to request the court to order the rental payment and vacate the assets.

For this enforcement, even though the Fund has a better legal status than the Lessee and there is a high probability of enforcement or winning the case, it is time-consuming and expensive. Concerning the financial status of the Fund, it is considered that the Fund is not in the condition to bear the legal expenses to be incurred, including the maintenance fee of the assets once the Lessee return the possession of the assets to the Fund. In addition, this shall hold back the Fund for any operation in respect of the assets such as the selection of new lessee (as the current contract shall expire on 31 July 2021 which the Management Company shall commence the process of new lessee selection during November/December 2020), selection of buyer or any other act which shall have a greater benefit.

Process as per the Current Situation

This option covers the relaxation of rental payment to the Lessee such as the deferral of payment or the exemption of payment.

The deferral of payment may cause obstacle in practice since the lease contract shall expire in July 2021. The remaining period is too short to resume the business operation of the Lessee and enable the Lessee to make the normal payment and outstanding payment within the current contract period. If the outstanding payment is accrued to be paid within a specified period after the expiration of the current contract and the Lessee returned the possession of the assets to the Fund upon the expiration, the enforcement of contract may be taken by legal proceeding which it is time-consuming and expensive for the Fund.

As of the current situation, the exemption of rental payment within the specified period shall have less impact and low risk for further legal claim.

2. Opinion of Management Company

The Management Company considered and viewed that the current situation has impact on the tourism business not only Samui Island but also other areas of Thailand and the world. The strict compliance with the contract may cause greater negative impact on the Fund and may lead to the legal proceeding which suspend the business in the future. The exemption of rental payment within a specified period shall be appropriate measure under the current situation. However, the appropriate exemption period should be considered. The Management Company considered and viewed that the exemption of the rental payment should be during April 2020 – October 2020 as the situation shall be getting better after October 2020 and the Lessee shall be able to make the payment under the contract.

In addition, the Fund has scheduled the annual meeting for the year 2020 during October 2020. Upon any change of the situation, the Management Company shall be able to assess the situation

enabling the unitholders to re-consider at such meeting.

**Comparison of measure as proposed by the Lessee
and measure as opined by the Management Company**

	Proposal of Lessee	Opinion of Management Company
Exemption period	April 2020 – December 2020 The mutual assessment proposed in October 2020	April 2020 – October 2020
Conditions of termination of exemption period	<ol style="list-style-type: none"> 1. Governmental orders, which order to close the business hotel and tourism business, e.g. restaurants are cancelled, resulting in the hotel can normally operate; 2. The cancellation of ban on flights, ban on transportation, ban on international arrival and departure and the quarantine order, etc; 3. The normal operation of Samui International Airport; and 4. The amount of flights and tourists entering into Koh Samui are not less than 50 percent of the amount during the same period of the previous year. <p>If it falls under the above 4 criteria, the Lessee agrees to pay the rental within 60 days according to the rental rate in the agreement on the rental payment date and it will be deemed as the monthly payment.</p>	October 2020 or other period as resolved by the unitholders
Obligation of Lessee during the exemption period	During this period, the Lessee shall maintain the security guards for the best surveillance of the assets.	During this period, the Lessee shall maintain the security guards for the best surveillance of the assets.

Regarding the above comparison, it is of the view that the difference between the proposal of the Lessee and the opinion of the Management Company is the exemption period of rental payment. Even the period as proposed by the Lessee is longer, the assessment conditions are clearly specified which may cause the termination of the exemption before December 2020. From the opinion of the Management Company, if the situation is getting better in short period, the exemption of payment shall remain terminated in December. However, considering the spreading situation in foreign countries which are a major market of tourism of Thailand, there is high possibility of flat tourism market until the last quarter of the year or the first quarter of the following year. Therefore, the exemption period in both cases may be slight difference.

3. Matters to be Resolved

In this agenda, the Management Company proposes the unitholders to consider approving or not approving the exemption of rental payment as the Management Company deemed appropriate. The details are as follows:

1. Exemption of rental payment from April 2020 to October 2020
2. The Lessee is still obliged to maintain the assets in good condition ready-to-use.

4. Vote Counting and Resolution

A resolution for this agenda requires an approval of a majority vote of all units of the unitholders responding and being entitled to cast their votes.

To count the votes in this agenda, the Management Company shall not count the vote of unitholders who possess the interest. In this connection, according to the list of unitholders of the Fund as of 3 October 2012, the Lessee and its director and shareholder collectively hold the units of the Fund in a total amount of 8,662,520 units equivalent to 10.46 percent of all sold units of the Fund. The Management Company shall not count such votes in this agenda.

In this regard, if the unitholders resolves to disapprove the approaches specified in both agenda, the Management Company shall proceed to enforce the contract and initiate the legal proceedings.

The Management Company has scheduled the date of determination of name list of unitholders who are entitled to receive the letter requesting for the circular resolution (Record Date) on 12 June 2020.

The Management Company would like to request the unitholders to cast the votes into the voting form for unitholders as shown in Enclosure 2 and return such form together with the supporting

documents for casting votes as specified in Enclosure 1 back to the Management Company **within 20 July 2020**. The unitholders can return all documents by using the Envelop of the Business Reply Mail attached as Enclosure 3.

The Management Company shall gather the result of the circular resolution and notify the Stock Exchange of Thailand within 21 July 2020.

Please be informed accordingly.

Yours sincerely,



(Mr. Suttipan Kreemaha)

Senior Vice President

Head of the Property Fund and

Real Estate Investment Trust Department

Property Fund and Real Estate Investment Trust Department

Tel: 0-2018-3446

วิธีการออกเสียงลงคะแนน
กองทุนรวมอสังหาริมทรัพย์ สมุยบุรี
Voting Procedure
Samui Buri Property Fund

1. การส่งหนังสือการลงมติของผู้ถือหุ้นหน่วยลงทุน

Return of Voting Form for Unitholder to Management Company

บริษัทจัดการขอให้ผู้ถือหุ้นหน่วยลงทุนส่งหนังสือการลงมติของผู้ถือหุ้นหน่วยลงทุน ตามสิ่งที่ส่งมาด้วย 2 กลับมายังบริษัทจัดการ **ภายในวันที่ 20 กรกฎาคม 2563** พร้อมแนบเอกสารประกอบการลงมติของผู้ถือหุ้นหน่วยลงทุน ตามรายละเอียดปรากฏด้านล่างนี้ ทั้งนี้ บริษัทจัดการขอสงวนสิทธิในการนับคะแนนเสียง ในกรณีผู้ถือหุ้นหน่วยลงทุนมิได้ปฏิบัติให้เป็นไปตามเงื่อนไขที่บริษัทจัดการกำหนด

The Management Company would like to request the unitholder to return the voting form back to the Management Company within 20 July 2020 together with supporting document(s) of the unitholder as set forth below. The Management Company reserves its rights for vote counting in case where the unitholder does not comply with the conditions specified by the Management Company.

2. เอกสารประกอบการลงมติ

Supporting Documents for Casting Votes

2.1 บุคคลธรรมดา

Individual

2.1.1 บุคคลธรรมดาสัญชาติไทย

Thai Individual

- สำเนาบัตรประจำตัวประชาชน หรือบัตรประจำตัวข้าราชการ หรือบัตรอื่นที่ราชการออกให้ พร้อมรับรองสำเนาถูกต้อง

Certified true copy of national identification card or governmental identification card or other card issued by government authority

2.1.2 บุคคลธรรมดาสัญชาติต่างด้าว

Non-Thai Individual

- สำเนาหนังสือเดินทาง พร้อมรับรองสำเนาถูกต้อง

Certified true copy of passport

2.2 นิติบุคคล

Juristic Person

2.2.1 นิติบุคคลซึ่งจดทะเบียนในประเทศไทย

Juristic Person Registered in Thailand

- สำเนาหนังสือรับรองนิติบุคคลซึ่งกรมพัฒนาธุรกิจการค้า กระทรวงพาณิชย์ ออกให้ไม่เกิน 3 เดือน พร้อมรับรองสำเนาถูกต้อง โดยมีผู้มีอำนาจกระทำการแทนนิติบุคคลนั้น และประทับตราสำคัญของนิติบุคคล (ถ้ามี)

Certified true copy of company affidavit issued by Department of Business Development, Ministry of Commerce no longer than 3 months affixing with signature(s) of the authorized representative(s) together with its company's seal (if any)

- สำเนาบัตรประจำตัวประชาชน หรือบัตรประจำตัวข้าราชการ หรือบัตรอื่นที่ราชการออกให้ หรือสำเนาหนังสือเดินทางของผู้มีอำนาจกระทำการแทนนิติบุคคล พร้อมรับรองสำเนาถูกต้อง

Certified true copy of national identification card or governmental identification card or other card issued by government authority or certified true copy of passport of the authorized representative(s)

- หนังสือมอบอำนาจ (ถ้ามี)

Power of attorney (if any)

2.2.2 นิติบุคคลซึ่งจดทะเบียนในต่างประเทศ

Foreign Juristic Person

- สำเนาหนังสือรับรองนิติบุคคลซึ่งออกโดยหน่วยงานที่มีอำนาจ พร้อมรับรองสำเนาถูกต้อง โดยมีผู้มีอำนาจกระทำการแทนนิติบุคคลนั้น และประทับตราสำคัญของนิติบุคคล (ถ้ามี)

Certified true copy of incorporation certificate issued by an authorized entity affixing with signature(s) of the authorized representative(s) together with its company's seal (if any)

หมายเหตุ เอกสารใดที่มีได้มีต้นฉบับเป็นภาษาอังกฤษ จะต้องจัดทำคำแปลภาษาอังกฤษแนบมาพร้อมกันด้วย และให้ผู้มีอำนาจกระทำการแทนนิติบุคคลนั้นลงนามรับรองความถูกต้องของคำแปล

Remark Any non-English document must be enclosed with an English translation and the authorized representative(s) must certify such correct translation.

- สำเนาบัตรประจำตัวประชาชน หรือบัตรประจำตัวข้าราชการ หรือบัตรอื่นที่ราชการออกให้ หรือสำเนาหนังสือเดินทางของผู้มีอำนาจกระทำการแทนนิติบุคคล พร้อมรับรองสำเนาถูกต้อง

Certified true copy of national identification card or governmental identification card or other card issued by government authority or certified true copy of passport of the authorized representative(s)

- หนังสือมอบอำนาจ (ถ้ามี)
Power of attorney (if any)

แบบหนังสือการลงมติของผู้ถือหน่วยลงทุน
Voting Form for Unitholders

วันที่

Date

จาก

From

ที่อยู่

Address

เรียน ผู้จัดการกองทุนของกองทุนรวมอสังหาริมทรัพย์สมุยบุรี (SBPF)
บริษัทหลักทรัพย์จัดการกองทุน พรินซิเพิล จำกัด

To Fund Manager of Samui Buri Property Fund (SBPF)
Principal Asset Management Company Limited

ข้าพเจ้า เป็นผู้ถือหน่วยลงทุนของกองทุนรวม
อสังหาริมทรัพย์สมุยบุรี (SBPF) โดยถือหน่วยลงทุนรวมจำนวนทั้งสิ้นรวม หน่วย และออกเสียง
ลงคะแนนได้เท่ากับ เสียง

I/We being a unitholder of Samui Buri Property
Fund (SBPF) holding a total number of units, and being entitled to voting rights in total of
..... vote(s).

ข้าพเจ้าขอออกเสียงลงคะแนนในครั้งนี้ ดังนี้

I/We hereby vote as follows:

วาระที่ 1 : เพื่อพิจารณาอนุมัติหรือไม่อนุมัติการยกเว้นการชำระค่าเช่าตามแนวทางที่ผู้เช่าร้องขอ (เพื่ออนุมัติ)

Agenda 1 : To consider approving or not approving the exemption of rental payment as proposed by the
Lessee (For Approval) อนุมัติ

Approve

 ไม่อนุมัติ

Disapprove

 งดออกเสียง

Abstain

วาระที่ 2 : เพื่อพิจารณาอนุมัติหรือไม่อนุมัติการยกเว้นการชำระค่าเช่าตามแนวทางที่บริษัทจัดการเห็นสมควร (เพื่ออนุมัติ)

Agenda 2 : To consider approving or not approving the exemption of rental payment as the Management Company deemed appropriate (For Approval)

อนุมัติ

Approve

ไม่อนุมัติ

Disapprove

งดออกเสียง

Abstain

ลงชื่อ

Signature

กรุณาส่งเอกสารฉบับนี้กลับมาที่บริษัทจัดการ ภายในวันที่ 20 กรกฎาคม 2563 พร้อมแนบเอกสารประกอบตามที่กำหนดไว้ในสิ่งที่ส่งมาด้วย 1

Please return this document back to the Management Company within 20 July 2020 together with supporting documents as specified in Enclosure 1.