

SALIENT TERMS OF THE SPA

1. Sale and purchase

Puncak Wangi agrees to sell and the Trustee agrees to purchase the Property and the benefit and obligations in respect of the Lease, Existing Tenancies and the Car Park Operation Agreement for the Purchase Consideration free from all encumbrances (save and except for the Lease and Existing Tenancies) together with all rights, title and interest therein and thereto, subject however to the conditions, category of use and restrictions of title of the Property expressed or implied in the titles to the Property, upon the terms and conditions of the SPA.

2. Purchase Consideration

Subject to the adjustment to the Purchase Consideration provided for in Section 3 below, the consideration payable for the sale and purchase of the Property shall be RM450.0 million.

The Purchase Consideration shall be satisfied by the Trustee entirely in cash as follows:

Date of settlement	Payment	Note	Consideration (RM)
Upon the execution of the SPA	Deposit	(a)	9,000,000
By the Completion Date or the Extended Completion Date, as the case may be	Balance Purchase Consideration	(b)	441,000,000
Total			450,000,000

Notes:

- (a) A sum of RM9,000,000, being 2.0% of the Purchase Consideration, as deposit and part payment of the Purchase Consideration ("**Deposit**") has been paid by the Trustee to Puncak Wangi.
- (b) The remaining balance of 98.0% of the Purchase Consideration, being RM441,000,000 ("**Balance Purchase Consideration**") shall be paid to Puncak Wangi by the Completion Date or the Extended Completion Date, as the case may be.

3. Adjustment to the Purchase Consideration

In the event that the market value of the Property shall be varied/adjusted pursuant to comments provided by any authorities in respect of the Valuation Certificate or Valuation Report and/or variation in the Valuation Certificate or Valuation Report, the Purchase Consideration shall be adjusted upwards or downward accordingly ("**Purchase Consideration Adjustment**").

Instances where the market value of the Property can be varied/adjusted include, among others, changes in the NLA and rental rates of the Property which the Valuer had relied upon in carrying out its valuation.

Notwithstanding the above and any other provision of the SPA:

- (a) if the Purchase Consideration Adjustment shall amount to an upward adjustment of 3.0% or more of the Purchase Consideration, the Trustee shall be entitled to give notice to the Vendor immediately terminating the SPA;
- (b) if the Purchase Consideration Adjustment shall amount to downward adjustment of 3.0% or more of the Purchase Consideration, the Vendor shall be entitled to give notice to the Trustee immediately terminating the SPA; and
- (c) the party terminating the SPA shall not be liable to pay an amount equivalent to the Deposit or any damages whatsoever for such termination.

SALIENT TERMS OF THE SPA (Cont'd)

4. Conditions precedent

The SPA is conditional upon the following being fulfilled within 6 months from the date of the SPA, or such longer period, as the parties may mutually agree to in writing¹:

- (a) the Vendor obtaining, at its own cost and expense, the following:
 - (i) the approval from the shareholder of the Vendor, and if required, the non-interested shareholders of its holding company, MRCB, for the disposal of the Property to the Trustee²;
 - (ii) the written consent from the relevant state authority to transfer the Property from the Vendor to the Trustee; and
 - (iii) the written consent from Celcom as the registered lessee for the transfer of the Property from the Vendor to the Trustee in form and substance acceptable to the Trustee;
- (b) the Trustee obtaining, at its own cost and expense, the following:
 - (i) the approval of the non-interested Unitholders for the Proposals;
 - (ii) the approval of Bursa Securities for the listing and quotation of the Placement Units on the Main Market of Bursa Securities;
 - (iii) the letter of commitment or confirmation from the Trustee's financier in relation to the loan or credit facility granted or to be granted to the Trustee (or in the case of debt instrument, the letter of commitment from the Trustee's financier to the arranger of debt instrument) and accepted by the Trustee or the SENTRAL's special purpose company which will be used for the purposes of the Trustee's financing;
 - (iv) written confirmation issued by the Trustee that it has received sufficient proceeds from the Proposed Placement; and
 - (v) the due diligence findings on the Property are satisfactory to the Trustee with written confirmation by the Trustee of the same, or in the event the due diligence findings on the Property are not satisfactory to the Trustee:
 - (aa) subject to the Vendor's rectification of the non-satisfactory findings within 14 business days from the date of the Trustee's request or such longer period as may be agreed by the Trustee, written confirmation from the Trustee that the due diligence findings have been rectified to its satisfaction; or
 - (bb) written confirmation by the Trustee to accept the extension period for the rectification of the non-satisfactory findings; and
- (c) the Vendor, at its own cost and expense, and the Trustee, at the cost and expense of SENTRAL, procuring the undertaking of a valuation exercise on the Property by an independent valuer whereby a written report shall be prepared by the independent valuer to determine the valuation of the Property in such written report.

¹ As at 24 October 2023, the conditions precedent in Sections 4(a)(i), 4(a)(iii), 4(b)(ii) and 4(c) of this Appendix have been fulfilled.

² For information purposes, the registration of the Transfer (as defined in Section 6 of this Appendix) in respect of the Property from the Vendor to the Trustee is an administrative step post-Completion (as defined in Section 5 of this Appendix) to register the Trustee as the registered proprietor of the Property within the relevant land registry, which can only be done upon Completion, i.e. only after the Vendor has received the Purchase Consideration from the Trustee.

SALIENT TERMS OF THE SPA (Cont'd)

5. Completion

- (a) Completion of sale and purchase

The completion of the sale and purchase of the Property shall take place on the day on which the obligations of the Trustee in respect of the satisfaction of the Purchase Consideration are duly completed ("**Completion**") at the office of the Vendor.

- (b) Novation of Lease, Existing Tenancies and other agreements in respect of the Property

On the Completion Date or the Extended Completion Date, the Vendor shall, at the cost and expense of the Vendor, deliver to the Trustee's solicitors the duly executed novation agreement (or in cases where the Lease, Existing Tenancies or agreements are not capable of being novated but which are capable of being assigned, the deed of assignment in respect of such Lease, Existing Tenancies or other agreements).

The novation agreement (or assignment, as the case may be) shall only take effect on the Completion Date or the Extended Completion Date. Where the Lease or any of the Existing Tenancies are not novated, the Trustee shall keep the Vendor harmless and fully indemnified against all actions, proceedings, claims, demands, penalties, costs and expenses which may be brought or made against or reasonably incurred by the Vendor by reason of or on account of the non-observance of all or any of the stipulations and conditions on the part of the Trustee in respect such Lease or Existing Tenancies or otherwise howsoever after Completion.

6. Transfer of title

- (a) Upon execution of the SPA, the Vendor shall:

- (i) execute a valid and registrable memorandum of transfer in the form prescribed under the National Land Code in respect of the Property ("**Transfer**") in favour of the Trustee and the same shall within 14 days from the date of the SPA be deposited with the Trustee's solicitors as stakeholders who shall be authorised to submit it for adjudication of stamp duty; and
- (ii) deposit the original issue document of title to the Property with the Vendor's solicitor within 14 days from the date of the SPA who shall be authorised to release the same to the Trustee's solicitors in the following manner:
- (a) if the Trustee does not obtain financing to finance the purchase of the Property, on the Completion Date or the Extended Completion Date, in exchange for the Balance Purchase Consideration;
- (b) if the Trustee obtains financing to finance the purchase of the Property, on the date of receipt by the Vendor's solicitors of (a) the Trustee's financier's undertaking, and (b) the difference between the Balance Purchase Consideration and the said financing, or a confirmation from the Vendor that the difference between the Balance Purchase Consideration and the Trustee's financing has been received by the Vendor (as the case may be); or
- (c) if the Trustee obtains the financing to finance the purchase of the Property, on the Completion Date or the Extended Completion Date, provided that the Trustee has first settled the Balance Purchase Consideration in full in accordance with the SPA.

SALIENT TERMS OF THE SPA (Cont'd)

If the Transfer cannot be registered for any reason whatsoever other than through any default of the Trustee or the Trustee's financier or any of their solicitors, the parties shall work together to procure the registration of the Transfer. If the matter giving rise to the non-registration cannot be rectified within 6 months or such extended period as the parties may mutually agree, the Trustee may by a notice in writing to the Vendor terminate the SPA ("**Termination Notice**").

- (b) Upon receipt of the Termination Notice, the Vendor shall within 14 business days from the date of the Termination Notice refund or caused to be refunded to the Trustee, or if to the extent paid by the Trustee's financier, to the Trustee's financier, all the monies paid by the Trustee under the SPA free of interest.
- (c) Any non-registration by virtue of any errors or mistakes in the preparation of the Transfer or any resolutions/corporate documents/certified true copies of any documents or otherwise that can be remedied shall not be a ground for termination of the SPA ("**Rectifiable Errors**").
- (d) Should there be Rectifiable Errors in the Transfer and both parties have been notified of it, the Vendor, then holding the Property as bare trustee of the Trustee, shall procure a power of attorney granted in favour of the Manager to manage and deal with the Property in any manner and under all circumstances whatsoever notwithstanding that each party shall continue to use its best endeavours to cause the Transfer to be registered in favour of the Trustee. The Trustee shall ensure that the power of attorney shall not be exercised, save with the prior written consent of the Vendor. Prior to the exercise of the power of attorney, the Trustee shall cause to be lodged with the Vendor a deed of revocation of the power of attorney and the Vendor is authorised to date, perfect and register the deed of revocation of the power of attorney upon the termination of the SPA or the registration of the Property in the name of the Trustee, whichever is earlier.

7. Termination

- (a) Default by Vendor

In the event that there is a default by the Vendor to complete the sale and disposal of the Property in accordance with the terms and conditions of the SPA or in the event any representation, warranty or undertaking of the Vendor is not true or accurate or is not complied with in any material respect, the Trustee shall give to the Vendor 1 month's notice to rectify the alleged breach or default as stipulated in the said notice. In the event that the Vendor fails to rectify the alleged breach or default within the said 1 month, the Trustee shall be entitled at the Trustee's sole and absolute discretion to do either of the following (by notice in writing to the Vendor):

- (aa) to require specific performance of the SPA; or
- (bb) to terminate the SPA and the Vendor shall within fourteen (14) business days refund to the Trustee, or if to the extent paid by the Trustee's financier, to the Trustee's financier, the Deposit and all the monies paid by the Trustee under the SPA free of interest and the Trustee shall, save and except for below, at the Vendor's own cost and expense attend to the following:
 - (i) in the event that the Trustee's financier's caveat cannot be withdrawn for any reason whatsoever, procure the execution forthwith of a fresh withdrawal of private caveat form from the Trustee's financier and deliver the same to the Vendor together with the requisite registration fee and, if the private caveat is not withdrawn, cause to be withdrawn such private caveat lodged by the Trustee's financier or the Trustee's financier's solicitors on the document of title (if any);

SALIENT TERMS OF THE SPA (Cont'd)

- (ii) redeliver legal possession for those parts of the Property which have been rented under the Lease Agreement and Existing Tenancies and vacant possession of the Property in their original state and condition (fair wear and tear excepted) for those parts of the Property which have not been rented under the Lease Agreement and Existing Tenancies in its original state and condition to the Vendor (if legal and/or vacant possession has been delivered earlier to the Trustee);
 - (iii) if not presented/registered at the land registry or if presented but rejected by the land registry, to return all the Vendor's documents and any documents evidencing Vendor's rights on the Property to the Vendor in their original state and condition and with Vendor's rights thereto as the registered owner of the Property remaining intact;
 - (iv) execute and deliver to the Vendor the original deed(s) of novation or re-assignment, as the case may be, in respect of the Lease and the Existing Tenancies for the novation and transfer of all the rights, benefits, interest and obligations of the Vendor in the Lease and Existing Tenancies, warranties, guarantees, maintenance agreements or the re-assignment of all the rights, benefits and interest of the Vendor to the Trustee, as applicable which have been novated or assigned to the Trustee on the Completion Date or the Extended Completion Date; and
 - (v) in the event any of the licences are issued in the name of the Trustee, provide full co-operation to the Vendor at the Vendor's costs and expense, to enable the Vendor to apply for any licences to be reissued in the name of the Vendor.
- (b) Default by the Trustee

In the event that the Trustee shall fail to satisfy the Purchase Consideration or any part thereof or to complete the sale and purchase of the Property in accordance with the terms and conditions of the SPA or in the event any representation, warranty or undertaking of the Trustee is not true or accurate or is not complied with in any material respect by Completion, save for non-payment of the Purchase Consideration or any part thereof, the Vendor shall give to the Trustee 1 month's notice to rectify the alleged breach or default as stipulated in the said notice. In the event that the Trustee fails to rectify the alleged breach or default within the said 1 month, the Vendor shall be entitled at the Vendor's sole and absolute discretion to do either of the following (by notice in writing to the Trustee):

- (aa) to require specific performance of the SPA; or
- (bb) to terminate the SPA and upon the termination of the SPA as aforesaid, the Vendor shall refund to the Trustee, or if to the extent paid by the Trustee's financier, to the Trustee's financier, the Deposit and all the monies paid by the Trustee or the Trustee's financier (to the extent paid by the Trustee's financier) under the SPA free of interest and the Trustee shall also forthwith:
 - (i) in the event that the Trustee's financier's caveat cannot be withdrawn for any reason whatsoever, procure the execution forthwith of a fresh withdrawal of private caveat form from the Trustee's financier and deliver the same to the Vendor together with the requisite registration fees and, if the private caveat is not withdrawn, cause to be withdrawn such private caveat lodged by the Trustee's financier or the Trustee's financier's solicitors on the document of title (if any);
 - (ii) redeliver legal possession for those parts of the Property which have been rented under the Lease Agreement and Existing Tenancies and vacant possession of the said Property for those parts of the Property which have not been rented under the Lease Agreement and Existing Tenancies in its original state and condition to the Vendor (if legal and/or vacant possession has been delivered earlier to the Trustee);

SALIENT TERMS OF THE SPA (Cont'd)

- (iii) if not presented/registered at the land registry or if presented but rejected by the land registry, to return all the Vendor's documents and any documents evidencing the Vendor's rights on the Property to the Vendor in their original state and condition and with the Vendor's rights thereto as the registered owner of the Property remaining intact;
- (iv) execute and deliver to the Vendor the original deed(s) of novation or re-assignment, as the case may be, in respect of the Lease and the Existing Tenancies for the novation and transfer of all the rights, benefits, interest and obligations of the Vendor in the Lease and the Existing Tenancies, warranties, guarantees, maintenance agreements or the re-assignment of all the rights, benefits and interest of the Vendor to the Trustee, as applicable which have been novated or assigned to the Trustee on the Completion Date or the Extended Completion Date;
- (v) in the event any of the licences are issued in the name of the Trustee, provide full co-operation to the Vendor at the Vendor's costs and expense, to enable the Vendor to apply for any licences to be reissued in the name of the Vendor; and
- (vi) pay the stamp duty in respect of all such novation and re-assignments.

SALIENT TERMS OF THE DEEDS OF NOVATION

The salient terms of the Deeds of Novation, which are subject to agreement of the Vendor and Trustee with Celcom, Edotco Malaysia and Semasa Parking respectively, are as follows:

1. In consideration of the mutual covenants and undertakings contained in the Deed of Novation, with effect from the date stipulated in the notice in writing to be provided by the Vendor to Celcom, Edotco Malaysia and Semasa Parking respectively, which shall be the date of completion of the SPA in accordance with the terms contained therein (hereinafter referred to as the "**Effective Date**"), all rights, title, interests, benefits, obligations, and/or liabilities of the Vendor in, to and under the Property Agreements shall be novated, assigned and transferred to the Trustee and the Vendor shall be substituted by the Trustee as a party to the Property Agreements and that the Property Agreements shall henceforth be construed and treated in all respects as if the Trustee was named as a party to the Property Agreements instead of the Vendor. For the avoidance of doubt, the Vendor shall notify Celcom, Edotco Malaysia and Semasa Parking respectively in writing of the Effective Date (with a copy given to the Trustee).
2. The Trustee hereby undertakes and covenants with the Vendor and Celcom, Edotco Malaysia and Semasa Parking respectively to take over and observe, perform and carry out, in place of the Vendor, all the agreements, covenants, stipulations, terms and conditions on the part of the Vendor contained in the Property Agreements from the Effective Date.
3. Celcom, Edotco Malaysia and Semasa Parking respectively undertakes that, on and from the Effective Date, it shall discharge the Vendor from all claims, liabilities and demands whatsoever under or in connection with the Property Agreements and further performance of its obligations under or by virtue of the Property Agreements in all respects.
4. Celcom, Edotco Malaysia and Semasa Parking hereby respectively agree to the novation and transfer of all the rights, title, interests, benefits, obligations, and/or liabilities of the Vendor in, to and under or in connection with the Property Agreements to the Trustee subject to the terms and conditions contained in the respective Deeds of Novation and Celcom, Edotco Malaysia and Semasa Parking further agree to be bound by the terms and conditions of the Property Agreements in every way as if the Trustee was the original party appointed under the Property Agreements in place of the Vendor.
5. The Deeds of Novation shall be construed as one with the respective Property Agreements. Except to the extent it is expressly novated and amended by the terms of the Deed of Novation, the Property Agreements and all other instruments and agreements executed thereunder or pursuant thereto shall remain in full force and effect.

VALUATION CERTIFICATE



Report and Valuation

Our Ref : WTW/01/V/002745/23/LKC

20 July 2023

PRIVATE & CONFIDENTIAL

BOARD OF DIRECTORS
MALAYSIAN RESOURCES CORPORATION BERHAD
 Level 33A, Menara NU 2
 No. 203, Jalan Tun Sambanthan
 Kuala Lumpur Sentral
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BOARD OF DIRECTORS
MAYBANK TRUSTEES BERHAD AS
TRUSTEE FOR SENTRAL REIT
 8th Floor Menara Maybank
 100 Jalan Tun Perak
 50050 Kuala Lumpur

Dear Sirs,

CERTIFICATE OF VALUATION
MENARA CELCOMDIGI
ERECTED ON LOT NO. PT 11 SECTION 52
TOWN OF PETALING JAYA
DISTRICT OF PETALING, SELANGOR
FOR SUBMISSION TO BURSA MALAYSIA SECURITIES BERHAD
(Menara CelcomDigi, No. 6, Persiaran Barat
Seksyen 52, PJ Sentral, 46200 Petaling Jaya, Selangor)

We thank you for your instructions to carry out a formal valuation on the above-mentioned property in providing our opinion of the Market Value of the subject property for the purpose of submission to Bursa Malaysia Securities Berhad ("**Bursa Securities**") in relation to the following:

- proposed disposal by Puncak Wangi Sdn Bhd ("**Puncak Wangi**"), a wholly-owned subsidiary of Malaysian Resources Corporation Berhad ("**MRCB**") ("**Proposed Disposal**"); and
- proposed acquisition by Maybank Trustees Berhad ("**MTB**"), acting solely in the capacity as trustee for Sentral REIT ("**Trustee**") ("**Proposed Acquisition**"),

of an office building known as Menara CelcomDigi erected on HSD 277413, Lot No. PT 11 Section 52, Town of Petaling Jaya, District of Petaling, Selangor.

This Certificate of Valuation is prepared for the inclusion in the circular to the shareholders of MRCB in relation to the Proposed Disposal and the circular to the unitholders of Sentral REIT in relation to the Proposed Acquisition.

The valuation has been prepared in accordance with the requirements as set out in the Asset Valuation Guidelines issued by the Securities Commission Malaysia and the Malaysian Valuation Standards ("**MVS**") issued by the Board of Valuers, Appraisers, Estate Agents and Property Managers, Malaysia.

For all intents and purposes, this Certificate of Valuation should be read in conjunction with the full Report and Valuation.

The basis of the valuation is Market Value which is defined by the MVS to be "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

We have inspected the subject property on several occasions, the latest being on 23 June 2023. The material date of valuation is taken as at 23 June 2023.

VALUATION CERTIFICATE (Cont'd)



CBRE WTW VALUATION & ADVISORY SDN BHD (197401001098)

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TERMS OF REFERENCE

The valuation is carried out based on the following **BASIS**:-

- i) The net lettable area of the subject property is 452,762 square feet as per the floor measurement survey plan prepared by Jurukur Bandardesa. During the lease term period expiring on 31 December 2034 and the lease renewal of further two (2) terms expiring on 31 December 2040, the net floor area is 450,000 square feet as stipulated in the lease agreement dated 20 January 2020 entered between Puncak Wangi and Celcom Berhad; and
- ii) It has a total of 788 car parking bays.

IT IS TO BE NOTED THAT THE VALUATION IS BASED ON THE ABOVE BASIS WHICH ARE ASSUMED TO BE VALID AND CORRECT. WE RESERVE THE RIGHT TO MAKE AMENDMENTS (INCLUDING THE MARKET VALUE) IF ANY OF THE ABOVE ASSUMPTIONS IS INVALID/INCORRECT.

PROPERTY IDENTIFICATION

The property	: A twenty seven (27)-storey purpose-built office building erected on six (6) levels of podium and three (3) levels of basement car park with a total of 788 car parking bays
Address	: Menara CelcomDigi, No. 6, Persiaran Barat, Seksyen 52, PJ Sentral, 46200 Petaling Jaya, Selangor
Title No.	: HSD 277413
Lot No.	: Lot No. PT 11 Section 52, Town of Petaling Jaya, District of Petaling, Selangor
Provisional Land Area	: 8,326 square metres (approximately 89,620 square feet / 2.057 acres)
Gross Floor Area as per the Approved Building Plan No. 1 (L-AO)	: 98,378.3989 square metres (approximately 1,058,935 square feet)
Net Floor Area as per the Floor Measurement Survey Plan ^(Note)	: 42,063.00 square metres (approximately 452,762 square feet)

VALUATION CERTIFICATE (Cont'd)



CBRE WTW VALUATION & ADVISORY SDN BHD (197401001098)

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PROPERTY IDENTIFICATION (Cont'd)

Net Floor Area as per the Lease Agreement dated 20 January 2020 ^(Note)	: 450,000 square feet
Tenure	: Leasehold 99 years expiring on 10 November 2110 (Unexpired term of approximately 87 years)
No. of Car Park Bays allocated to the subject property	: 788 bays
Occupancy Rate as at Date of Valuation	: 100.00% (Single Tenant)
Age of Building	: Approximately 5 years as per the Certificate of Completion and Compliance (CCC) issued by Ar. John Quek Keng Heng bearing reference no. LAM/S/No. 24507 on 17 January 2018
Green Building rating certificate	: Certified as Leadership in Energy and Environmental Design ("LEED") Gold Green Building
Category of Land Use	: Building
Express Condition	: Commercial building
Restriction in Interest	: Tanah ini boleh dipindahmilik, dipajak atau digadai setelah mendapat kebenaran Pihak Berkuasa Negeri
Registered Owner	: PUNCAK WANGI SDN BHD
Encumbrances	: A 15-year lease bearing presentation number 111056/2022 created in favour of CELCOM BERHAD (formerly known as CELCOM AXIATA BERHAD)
Date of Valuation	: 23 June 2023

Note:

The net lettable area of the subject property is 452,762 square feet as per the floor measurement survey plan prepared by Jurukur Bandardesa. During the lease term period expiring on 31 December 2034 and the lease renewal of further two (2) terms expiring on 31 December 2040, the net floor area is 450,000 square feet as stipulated in the lease agreement dated 20 January 2020 entered between Puncak Wangi and Celcom Berhad.

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GENERAL DESCRIPTION

The subject property is a twenty-seven (27)-storey purpose-built office building erected on six (6) levels of podium and three (3) levels of basement car park with a total of 788 car parking bays. It is situated along Persiaran Barat, Seksyen 52, PJ Sentral, 46200 Petaling Jaya, Selangor.

Site

The site, is trapezoidal in shape and has a land area of 8,326 square metres (approximately 89,620 square feet/ 2.057 acres).

It is sandwiched between Federal Highway to the north and Persiaran Barat to the south. The site is generally flat in terrain and lies at the same level with the existing frontage metalled road, Persiaran Barat which runs along its southern boundary whilst its northern boundary lies slightly above Federal Highway. However, the site has no direct access from Federal Highway.

The compound where not built-upon is improved with concrete driveway, tarmac and landscaped. Proper pre-cast concrete drainage system is provided within the subject site.

Building

Based on the approved building plan dated 7 December 2017 and a revised approved building plan dated 19 October 2018 prepared by Hijjas Kasturi Associates Sdn, the gross floor area and net floor area is 98,378.3989 square metres (approximately 1,058,935.2479 square feet) and 42,423.0339 square metres (approximately 456,637.2946 square feet), respectively.

The total net lettable area of the subject property as per the lease agreement dated 20 January 2020 and the floor measurement survey plan prepared by Jurukur Bandardesa dated 17 December 2019 are as follows:-

Lease Agreement		Floor Measurement Survey Plan	
square metres	square feet	square metres	square feet
41,806.41	450,000	42,063	452,762

For the purpose of this valuation, we have adopted the net floor area as follow:-

Term	Net Floor Area (square feet)
During the lease term which is expiring on 31 December 2034 and the Lease Renewal of further two (2) terms expiring on 31 December 2040	450,000
Reversionary	452,762

THIS VALUATION IS BASED ON AVAILABLE INFORMATION THAT IS PRESUMED TO BE CORRECT. WE RESERVE THE RIGHT TO AMEND THE FACTS AND THE VALUE IN THE EVENT THAT THESE ARE INCORRECT.

VALUATION CERTIFICATE (Cont'd)

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Car Parking Bays

Based on the Lease Agreement dated 20 January 2020 and the car park operation agreement dated 2 May 2023 between Puncak Wangi ("Landlord") and Semasa Parking Sdn Bhd ("Car Park Operator"), the subject building has a total of 788 car parking bays.

The number of car parking bays as stated in the Lease Agreement dated 20 January 2020, number of bays as per the approved building plan prepared by Hijjas Kasturi Associates Sdn bearing plan no. 1 (L-AO) approved by Majlis Bandaraya Petaling Jaya on 7 December 2017 vide reference no. MBPJ/120100/T/P10/92/2012 as well as our on-site calculation are as follows:-

Lease Agreement & Car Park Operation Agreement (No. of bays)	Approved Building Plan dated 7 December 2017 (No. of bays)	On Site Calculation (No. of bays)
788	788	790

For the purpose of this valuation, we have adopted 788 car park bays as per the Lease Agreement dated 20 January 2020 and approved building plan dated 7 December 2017.

Motorcycle Parking Bays

Based on the above-mentioned lease agreement, approved building plan and our site inspection, the subject building has a total of 287 motorcycle parking bays.

Based on the car park operation agreement dated 2 May 2023, Semasa Parking Sdn Bhd has been appointed as the car park operator to administer, manage and operate the parking operation of the common car park area for a period of three (3) years commencing on 1 January 2023 expiring on 31 December 2025.

The renewal of appointment is subject to the due observance and performance by the car park operator of all the terms and conditions herein contained, the landlord may at the sole and absolute discretion of the landlord, renew the appointment for the renewal term (further term of three (3) years) on such terms and conditions to be mutually agreed between the landlord and the car park operator, including without limitation, the monthly rental payable by the car park operator to the landlord.

PLANNING PROVISION

The subject property is designated for commercial use as per the Express Condition in the document of title.

METHOD OF VALUATION

The subject property is valued based on the Income Approach of Valuation by adopting Investment Method. This method entails determining the net current annual income by deducting the annual outgoings from the gross annual income and capitalising the net income by a suitable rate of return consistent with the type and quality of investment to arrive at the market value.

As a check we have adopted the Comparison Approach. The Comparison Approach entails analysing recent transactions and asking prices of similar property in the locality for comparison purposes with adjustments made for differences in location, size, age and condition of the building, tenure, title restrictions if any and other relevant characteristics to arrive at the market value.

VALUATION CERTIFICATE (Cont'd)



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VALUE CONSIDERATION**a) Income Approach (Investment Method)**

We have adopted the Income Approach (Investment Method) as the primary approach for this valuation exercise whilst the Comparison Approach is used as a check.

The parameters adopted in the Income Approach (Investment Method) for the office building and car park are as follows:-

1. Office Building

Description	Parameters	Remarks												
Term Gross Monthly Rental	Term 1	Expired												
	Term 2 to Term 5	RM6.68 psf to RM7.41 psf												
	1 st Renewal Term & 2 nd Renewal Term	RM7.86 psf to RM8.36 psf												
		<p>We have adopted existing passing rent of the Menara CelcomDigi.</p> <p>Based on the Lease Agreement dated 20 January 2020, the base rent shall be subject to revision and upward adjustment on the sixth (6th) anniversary of the rent commencement date. The revised base rent shall not be less than 5.00% and not more than 10.00% and the service charge rate will be increased by 10.00% every three (3) years from the lease commencement date.</p> <p>Based on the above, we have considered a base rental growth of 5.00% for the selected rental term and 10.00% growth of service charge for each subsequent term.</p>												
Reversionary Gross Monthly Rental	RM6.30 psf	We have considered the concluded rentals of similar office building within Klang Valley and existing passing rent of the office building.												
Other Income	RM5,400/- per month	Based on the actual income received.												
Term Monthly Outgoings	RM1.65 psf	<p>We have considered the actual historical outgoings amount and observed that there were lower outgoings in year 2020 and year 2021. This is due to lesser operational consumption as a result of the Movement Control Order ("MCO") enforcement.</p> <p>The average outgoings analysed from the actual records of Menara CelcomDigi for year 2019 to 2023 (annualised) as provided to us are as follows:-</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Monthly Outgoings</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>RM1.44 psf</td> </tr> <tr> <td>2020</td> <td>RM1.41 psf</td> </tr> <tr> <td>2021</td> <td>RM1.29 psf</td> </tr> <tr> <td>2022</td> <td>RM1.60 psf</td> </tr> <tr> <td>2023 (Annualised)</td> <td>RM1.66 psf</td> </tr> </tbody> </table> <p>For the purpose of this valuation, we have adopted the rounded average outgoings of 2 years [Year 2022 & 2023 (Annualised)] at RM1.65 per square foot per month for term 1 and reversionary based on the analysis of the average outgoings provided to us by the client. We did not include Year 2020 and 2021 as these years were affected by the MCO and not reflective of current market conditions.</p> <p>We have adopted 5.00% increment for each of the subsequent term monthly outgoings.</p>	Year	Monthly Outgoings	2019	RM1.44 psf	2020	RM1.41 psf	2021	RM1.29 psf	2022	RM1.60 psf	2023 (Annualised)	RM1.66 psf
Year	Monthly Outgoings													
2019	RM1.44 psf													
2020	RM1.41 psf													
2021	RM1.29 psf													
2022	RM1.60 psf													
2023 (Annualised)	RM1.66 psf													

VALUATION CERTIFICATE (Cont'd)



CBRE WTW VALUATION & ADVISORY SDN BHD (197401001098)

Our Ref: WTW/01/V/002745/23/LKC

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VALUE CONSIDERATION (Cont'd)**a) Income Approach (Investment Method) (Cont'd)****1. Office Building (Cont'd)**

Description	Parameters		Remarks
Reversionary Monthly Outgoings	RM1.65 psf		We have considered the actual historical outgoings amount of the office building. Upon reversionary, we adopted outgoings of RM1.65 per square foot over the net lettable area.
Void	10.00%		We have adopted the void for rent-free period and risk of vacancy and uncertainty. Taking into consideration the current market condition of similar properties, we have adopted the void at 10.00%
Term Capitalisation Rate	Term 1	Expired	Selected office building yield located within Klang Valley are ranging from 4.99% to 6.28%. Taking into consideration the existing term rental, location, building specification and building age of the subject property, we have adopted the net yield (term) at 5.75% to 6.50% and net yield (reversionary) at 6.00%.
	Term 2 to Term 5	5.75% to 6.00%	
	1 st Renewal Term & 2 nd Renewal Term	6.25% to 6.50%	
Reversionary Capitalisation Rate	6.00%		

Note: "psf" denotes per square foot

VALUATION CERTIFICATE (Cont'd)



CBRE WTW VALUATION & ADVISORY SDN BHD (197401001098)

Our Ref: WTW/01/V/002745/23/LKC
Page 8

VALUE CONSIDERATION (Cont'd)

2. Car Park

Description	Parameters		Remarks
Term Gross Monthly Income (per bay)	Term 1	Expired	<p>We have adopted existing passing rent of the Menara CelcomDigi.</p> <p>Based on the Lease Agreement dated 20 January 2020, the vehicle parking fee shall be reviewed every three (3) years commencing from the first day immediately after the expiry of the three (3) years from the lease commencement date and shall be increased based on a fixed rate of 15.00%.</p> <p>Based on the car park operation agreement dated 2 May 2023, the car park operator shall pay the landlord monthly rental in the amount equivalent to 60.00% of the total parking bay monthly rental.</p> <p>Based on the above, we have considered a growth of 15.00% for each subsequent term.</p>
	Term 2 to Term 5	RM 75.00 to RM113.00	
	1 st Renewal Term to 2 nd Renewal Term	RM 130.00 to RM 150.00	
Reversionary Gross Monthly Income	RM150 per bay		<p>Based on our survey of the car parking rates within immediate vicinity revealed that the rate of ranging from RM100 per bay per month to RM200 per bay per month.</p> <p>We have adopted RM150 per bay per month for reversionary.</p>
Monthly Outgoings	30.00%		We have adopted a rate of 30.00% of the gross monthly rental for term and reversionary for the upkeep and maintenance of the car park area.
Void	10.00%		We have adopted the void for rent-free period and risk of vacancy and uncertainty. Taking into consideration the current market condition of similar properties, we have adopted the void at 10.00%
Term Capitalisation Rate	Term 1	Expired	<p>In view that the car park is part and parcel of the subject office building.</p> <p>Therefore, we have adopted similar net yield (term) at 5.75% to 6.50% and net yield (reversionary) at 6.00%.</p>
	Term 2 to Term 5	5.75% to 6.00%	
	1 st Renewal Term to 2 nd Renewal Term	6.25% to 6.50%	
Reversionary Capitalisation Rate	6.00%		

Having regards to the above analysis and assumptions adopted in our valuation, we have arrived the Market Value via Income Approach (Investment Method) at RM448,430,433/-, say RM450,000,000/-.

VALUATION CERTIFICATE (Cont'd)



CBRE WTW VALUATION & ADVISORY SDN BHD (197401001098)

Our Ref: WTW/01/V/002745/23/LKC
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VALUE CONSIDERATION (Cont'd)

b) Comparison Approach

In arriving at the market value of the subject property based on the Comparison Approach, we have considered transactions of similar types office buildings as follows:-

Details	Comparable 1	Comparable 2	Comparable 3
Source	Prospectus of IGB Commercial REIT ("IGB Commercial REIT") & Bursa announcement dated 10 June 2021	Bursa announcement dated 28 September 2020	Bursa announcement dated 29 June 2020
Building Name	Menara Southpoint	UOA Corporate Tower	The Pinnacle Sunway
Address	Menara Southpoint, Mid Valley City, Medan Syed Putra Selatan, 59200 Kuala Lumpur	UOA Corporate Tower, Avenue 10, The Vertical, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur	The Pinnacle Sunway, Persiaran Lagoon, Bandar Sunway, 47500 Subang Jaya, Selangor
Type	A stratified twenty seven (27)-storey office space & 2-storey retail space	A stratified thirty eight (38)-storey office building with a penthouse level	A twenty four (24)-storey office building with three-storey mezzanine floors and six levels of basement car park
Number of car park bays	1,065	NA ^{Note}	855
Tenure	Leasehold 99 years expiring on 21 March 2120	Leasehold 99 years expiring on 16 August 2106	Leasehold 99 years expiring on 1 April 2097
Net Lettable Area ("NLA") (square feet)	515,501	732,871	576,864
Date of Announcement	10/06/2021	28/09/2020	29/06/2020
Vendor	Mid Valley City Southpoint Sdn Bhd	Distinctive Acres Sdn Bhd, wholly-owned indirect subsidiary of UOA Development Bhd & Paramount Properties Sdn Bhd, wholly owned subsidiary of UOA Development Bhd	Sunway Integrated Properties Sdn Bhd and Sunway Pinnacle Sdn Bhd, wholly-owned indirect subsidiaries of Sunway Berhad
Purchaser	MTrustee Berhad, trustee of IGB Commercial REIT	RHB Trustees Berhad, trustee of UOA Real Estate Investment Trust ("UOA REIT")	RHB Trustees Berhad, trustee of Sunway Real Estate Investment Trust ("Sunway REIT")
Consideration	RM573,500,000/-	RM700,000,000/-	RM450,000,000/-
Analysis (RM per square foot over NLA)	RM1,113 psf	RM955 psf	RM780 psf
Adjustments	Adjustments made on location-general, accessibility / visibility, public transportation - LRT/MRT/KTM/BRT, building age / condition, design / finishes / specifications, size (NLA), strata title/ individual title, components (office / office & retail), tenure, car park ratio, green building & MSC status		
Adjusted Value (RM per square foot over NLA)	RM1,001/-	RM1,218/-	RM1,034/-

Note: Based on the announcement dated 28 September 2020 made to Bursa Securities, we noted that comparable 2 sits on top of a 6-storey partial basement car park and 4-storey basement car park, but such car park did not form part of the transaction.

It is noted that the analysed values range from RM1,001 per square foot to RM1,218 per square foot.

VALUATION CERTIFICATE (Cont'd)

CBRE WTW VALUATION & ADVISORY SDN BHD (197401001098)

Our Ref: WTW/01/V/002745/23/LKC
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VALUE CONSIDERATION (Cont'd)**b) Comparison Approach (Cont'd)**

Having regard to the foregoing, we have adopted Comparable 1 as the most appropriate comparable as it is the latest transaction and its similarity in terms of size (NLA).

We have adopted a rounded sum of RM1,000 per square foot (inclusive of car park) over the NLA in our valuation and the market value of the subject property is derived at RM452,762,000/-, say RM450,000,000/-.

RECONCILIATION OF VALUE

The market value for the subject property derived from both the Income Approach (Investment Method) and Comparison Approach are shown as follows:-

Income Approach (Investment Method)	-	RM450,000,000/-
Comparison Approach	-	RM450,000,000/-

Taking into consideration the nature of the subject property i.e. commercial asset and an income generating property, we have adopted the market value derived from the Income Approach (Investment Method) as a fair representation of the market value. The Income Approach is deemed more reflective as it will eliminate the uncertainty in terms of qualitative and quantitative adjustments made via Comparison Approach.

VALUATION

Taking into consideration the above factors, we therefore assess the market value of the subject property **BASED ON THE BASIS AND PROVISO AS STATED IN DETAIL UNDER THE TERMS OF REFERENCE HEREIN** with permission to transfer, lease, charge and free from all encumbrances at **RM450,000,000/- (Ringgit Malaysia : Four Hundred And Fifty Million Only).**

Yours faithfully
for and on behalf of
CBRE WTW Valuation & Advisory Sdn Bhd
(formerly known as C H Williams Talhar & Wong Sdn Bhd)

Sr HENG KIANG HAI

MBA (Real Estate), B.Surv (Hons) Prop.Mgt,
MRICS, FRISM, FPEPS, MMIPFM
Registered Valuer (V-486)

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION



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REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION INCLUDED IN A CIRCULAR

(Prepared for inclusion in the Circular to be dated 30 October 2023)

25 October 2023

The Board of Directors
 Sentral REIT Management Sdn. Bhd.
 (the management company of Sentral REIT)
 G27A, Level 3A, Block B
 Platinum Sentral
 Jalan Stesen Sentral 2
 Kuala Lumpur Sentral
 50470 Kuala Lumpur

Dear Sir/Madam,

Sentral REIT ("SENTRAL")

Report on the Compilation of Pro Forma Financial Information in relation to the:

- (A) Proposed acquisition of Menara CelcomDigi by Maybank Trustees Berhad, acting solely in the capacity as trustee for SENTRAL, from Puncak Wangi Sdn. Bhd., a wholly-owned subsidiary of Malaysian Resources Corporation Berhad ("MRCB"), for a purchase consideration of RM450,000,000 ("Proposed Acquisition");
- (B) Proposed placement of up to 123,720,000 new units in SENTRAL ("Units") ("Placement Units"), representing up to approximately 11.5% of the existing total Units in issue, at an issue price to be determined later by way of bookbuilding ("Proposed Placement"); and
- (C) Proposed placement of up to 34,568,734 Placement Units to MRCB, being a major unitholder of SENTRAL, pursuant to the Proposed Placement ("Proposed Placement to MRCB").

(Collectively known as "Proposals")

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (*Cont'd*)



We have completed our assurance engagement to report on the compilation of pro forma financial information of SENTRAL prepared by the Directors of Sentral REIT Management Sdn. Bhd., the management company of SENTRAL (the "Manager" or "SRM"). The pro forma financial information consists of the pro forma consolidated statement of financial position of SENTRAL as at 31 December 2022 and the related notes as set out in Appendix 1.

The applicable criteria on the basis of which the Directors of SRM have compiled the pro forma financial information are described in the accompanying notes set out in Appendix 1 ("Applicable Criteria").

The pro forma financial information has been compiled by the Directors of SRM solely for inclusion in the Circular to the unitholders of SENTRAL to illustrate the impact of the Proposals on SENTRAL's consolidated financial position as at 31 December 2022 as if the Proposals had taken place on 31 December 2022. As part of this process, information about SENTRAL's consolidated financial position has been extracted by the Directors of SRM from SENTRAL's consolidated financial statements for the financial year ended 31 December 2022, on which an audit report has been published.

The Directors' Responsibility for the Pro Forma Financial Information

The Directors of SRM are responsible for compiling the pro forma financial information on the basis of the Applicable Criteria.

Our Independence and Quality Control

The firm applies Malaysian Approved Standard on Quality Management and International Standard of Quality Management 1 ("ISQM 1"), Quality Management for Firms that Perform Audits or Reviews of Financial Statements or Other Assurance or Related Services Engagements and accordingly, the firm is required to design, implement and operate a system of quality management including policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have complied with the independence and other ethical requirements of the By-Laws (On Professional Ethics, Conduct and Practice) issued by the Malaysian Institute of Accountants and the International Code of Ethics for Professional Accountants (including International Independence Standards) issued by the International Ethics Standards Board for Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

Our responsibilities

Our responsibility is to express an opinion about whether the pro forma financial information has been compiled, in all material respects, by the Directors of SRM on the basis of the Applicable Criteria.

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

*Our responsibilities (cont'd.)*

We conducted our engagement in accordance with Malaysian Approved Standard on Assurance Engagements and International Standard on Assurance Engagements, ISAE 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the Malaysian Institute of Accountants and International Auditing and Assurance Standards Board. This standard requires that we plan and perform procedures to obtain reasonable assurance about whether the Directors of SRM have compiled, in all material respects, the pro forma financial information on the basis of the Applicable Criteria.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the pro forma financial information.

The purpose of the pro forma financial information included in the Circular is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of SENTRAL as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the event or transaction would have been as presented.

A reasonable assurance engagement to report on whether the pro forma financial information has been compiled, in all material respects, on the basis of the Applicable Criteria involves performing procedures to assess whether the Applicable Criteria used by the Directors of SRM in the compilation of the pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- The related pro forma adjustments give appropriate effect to those criteria; and
- The pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on our judgment, having regard to our understanding of the nature of SENTRAL, the event or transaction in respect of which the pro forma financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the pro forma financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

*Opinion*

In our opinion, the pro forma financial information has been compiled, in all material respects, on the basis of the Applicable Criteria as set out in Appendix 1.

Other matters

This letter is issued for the sole purpose of inclusion in the Circular in connection with the Proposals. Our work had been carried out in accordance with the Malaysian Approved Standards on Assurance Engagements and accordingly should not be relied upon as if it had been carried out in accordance with standards and practices in other jurisdictions. Therefore, this letter is not appropriate in other jurisdictions and should not be used or relied upon for any purpose other than the pro forma financial information described above. We accept no duty or responsibility to and deny any liability to any party in respect of any use of, or reliance upon, this letter in connection with any type of transaction, including the sale of securities other than the Proposals.

A handwritten signature in black ink, appearing to read 'Ernst & Young PLT', is written over a large, stylized graphic element that resembles a signature or a logo.

Ernst & Young PLT
202006000003 (LLP0022760-LCA) & AF 0039
Chartered Accountants

Kuala Lumpur, Malaysia
25 October 2023

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

Sentral REIT

Appendix 1

Pro Forma Consolidated Statement of Financial Position as at 31 December 2022

The pro forma consolidated statement of financial position of Sentral REIT as set out below have been prepared for illustrative purposes only and to show the effects of the events and transactions referred to in the notes to the pro forma consolidated statement of financial position had they been effected on 31 December 2022.

	Audited as at 31 December 2022 RM	Proposed Placement Adjustment RM	Pro forma I (Note 2 (i)) RM	Borrowings Adjustment RM	Pro forma II (Note 2 (ii)) RM	Proposed Acquisition Adjustment RM	Pro forma III (Note 3) RM
Assets							
Non-current assets							
Plant and equipment	36,548		36,548		36,548		36,548
Investment properties	2,047,174,431		2,047,174,431		2,047,174,431	455,850,000	2,503,024,431
Accrued rental income	13,525,569		13,525,569		13,525,569		13,525,569
	<u>2,060,736,548</u>		<u>2,060,736,548</u>		<u>2,060,736,548</u>		<u>2,516,586,548</u>
Current assets							
Trade and other receivables	6,128,944		6,128,944		6,128,944		6,128,944
Lease receivables	91,788		91,788		91,788		91,788
Deposits, cash and bank balances	79,759,866	90,790,000	170,549,866	360,560,000	531,109,866	(455,850,000)	75,259,866
	<u>85,980,598</u>		<u>176,770,598</u>		<u>537,330,598</u>		<u>81,480,598</u>
Total assets	<u>2,146,717,146</u>		<u>2,237,507,146</u>		<u>2,598,067,146</u>		<u>2,598,067,146</u>
Liabilities							
Non-current liabilities							
Borrowings	804,493,923		804,493,923	360,560,000	1,165,053,923		1,165,053,923
Security deposits	14,832,962		14,832,962		14,832,962		14,832,962
Other payables	907,693		907,693		907,693		907,693
Deferred tax liabilities	9,551,020		9,551,020		9,551,020		9,551,020
	<u>829,785,598</u>		<u>829,785,598</u>		<u>1,190,345,598</u>		<u>1,190,345,598</u>

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

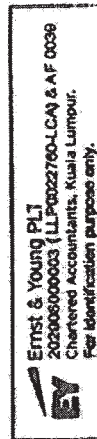
Sentral REIT

Appendix 1

Pro Forma Consolidated Statement of Financial Position as at 31 December 2022 (cont'd.)

The pro forma consolidated statement of financial position of Sentral REIT as set out below have been prepared for illustrative purposes only and to show the effects of the events and transactions referred to in the notes to the pro forma consolidated statement of financial position had they been effected on 31 December 2022. (cont'd.)

	Audited as at 31 December 2022 RM	Proposed Placement Adjustment RM	Pro forma I (Note 2 (i)) RM	Borrowings Adjustment RM	Pro forma II (Note 2 (ii)) RM	Proposed Acquisition Adjustment RM	Pro forma III (Note 3) RM
Liabilities (cont'd.)							
Current liabilities							
Trade and other payables	20,579,440		20,579,440		20,579,440		20,579,440
Security deposits	5,310,213		5,310,213		5,310,213		5,310,213
	<u>25,889,653</u>		<u>25,889,653</u>		<u>25,889,653</u>		<u>25,889,653</u>
Total liabilities	<u>855,675,251</u>		<u>855,675,251</u>		<u>1,216,235,251</u>		<u>1,216,235,251</u>
Net asset value ("NAV")	<u>1,291,041,895</u>		<u>1,381,831,895</u>		<u>1,381,831,895</u>		<u>1,381,831,895</u>
Unitholders' funds							
Unitholders' funds attributable to unitholders of SENTRAL							
Unitholders' capital	1,235,876,768	90,790,000	1,326,666,768		1,326,666,768		1,326,666,768
Undistributed and non- distributable income	55,165,127		55,165,127		55,165,127		55,165,127
Total unitholders' funds	<u>1,291,041,895</u>		<u>1,381,831,895</u>		<u>1,381,831,895</u>		<u>1,381,831,895</u>



REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

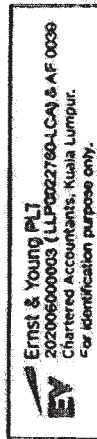
Sentral REIT

Appendix 1

Pro Forma Consolidated Statement of Financial Position as at 31 December 2022 (cont'd.)

The pro forma consolidated statement of financial position of Sentral REIT as set out below have been prepared for illustrative purposes only and to show the effects of the events and transactions referred to in the notes to the pro forma consolidated statement of financial position had they been effected on 31 December 2022. (cont'd.)

	Audited as at 31 December 2022	Proposed Placement Adjustment	Pro forma I (Note 2 (i))	Borrowings Adjustment	Pro forma II (Note 2 (ii))	Proposed Acquisition Adjustment	Pro forma III (Note 3)
	RM	RM	RM	RM	RM	RM	RM
NAV							
Before income distribution (Note 4)	1,291,041,895	90,790,000	1,381,831,895		1,381,831,895		1,381,831,895
After income distribution (Note 4)	<u>1,254,386,916</u>	<u>90,790,000</u>	<u>1,345,176,916</u>		<u>1,345,176,916</u>		<u>1,345,176,916</u>
NAV per unit							
Before income distribution (Note 4)	1.2046		1.1559		1.1559		1.1559
After income distribution (Note 4)	<u>1.1704</u>		<u>1.1252</u>		<u>1.1252</u>		<u>1.1252</u>
Number of units in issue							
As at 31 December (units) (Note 4)	<u>1,071,783,000</u>	<u>123,720,000</u>	<u>1,195,503,000</u>		<u>1,195,503,000</u>		<u>1,195,503,000</u>



REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

Sentral REIT
Notes to Pro Forma Consolidated Statement of Financial Position

Appendix 1

1. Basis of preparation

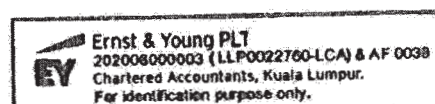
The pro forma consolidated statement of financial position of Sentral REIT ("SENTRAL") as at 31 December 2022 has been prepared by the Directors of Sentral REIT Management Sdn. Bhd., the management company of SENTRAL (the "Manager"), for illustrative purpose to show the effects of the following transactions:

- (i) Proposed acquisition of Menara CelcomDigi by Maybank Trustees Berhad, acting solely in the capacity as trustee for SENTRAL, from Puncak Wangi Sdn. Bhd., a wholly-owned subsidiary of Malaysian Resources Corporation Berhad ("MRCB"), for a purchase consideration of RM450,000,000 ("Purchase Consideration") ("Proposed Acquisition");
- (ii) Proposed placement of up to 123,720,000 new units in SENTRAL ("Units") ("Placement Units") representing up to approximately 11.5% of the existing total Units in issue, at an issue price to be determined later by way of bookbuilding ("Proposed Placement"); and
- (iii) Proposed placement of up to 34,568,734 Placement Units to MRCB, being a major unitholder of SENTRAL, pursuant to the Proposed Placement ("Proposed Placement to MRCB").

(Collectively referred to as "Proposals")

The pro forma consolidated statement of financial position has been prepared in a manner consistent with both the format of the consolidated statement of financial position and accounting policies adopted by SENTRAL in the audited consolidated financial statements of SENTRAL for the financial year ended 31 December 2022.

The financial statements of SENTRAL for the financial year ended 31 December 2022 were prepared in accordance with Malaysian Financial Reporting Standards and International Financial Reporting Standards.



REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

Sentral REIT
Notes to Pro Forma Consolidated Statement of Financial Position

Appendix 1

2. Pro forma I and II

Pro forma I and II incorporate the effects arising from the Proposed Placement and borrowings in order to fund the Purchase Consideration and the estimated incidental expenses for the Proposals.

The estimated total funding required to undertake the Proposals are set out below:

	RM
Purchase Consideration	450,000,000
Estimated incidental expenses for the Proposals ^(a)	4,790,000
Utilisation of cash proceeds from the Proposed Placement and borrowings	<u>454,790,000</u>
Estimated incidental expenses for the Proposals (to be funded via internally generated funds of SENTRAL) ^(a)	<u>4,500,000</u>
	<u>459,290,000</u>

Note:

- a. *Comprising (1) the estimated incidental expenses for the Proposals consisting of the professional fees, placement fees, stamp duty payable for the novation of tenancies, licenses and/or lease(s) in respect of Menara CelcomDigi granted by Puncak Wangi Sdn. Bhd. and other agreements in respect of Menara CelcomDigi, fees payable to the relevant authorities, cost of convening the meeting for unitholders of SENTRAL and other incidental expenses incurred in relation to the Proposals, which will be funded via cash proceeds from the Proposed Placement and borrowings, and (2) acquisition fee of 1% of the Purchase Consideration payable to the Manager as provided in the restated deed of trust constituting SENTRAL dated 2 December 2019 as amended by the supplemental deed dated 24 December 2020, entered into between the Manager and Maybank Trustees Berhad ("Deed"), which will be funded via internally generated funds of SENTRAL.*

	RM
Estimated incidental expenses in respect of the Proposed Placement	2,000,000
Estimated incidental transaction costs in respect of the borrowings	1,440,000
Estimated incidental expenses in respect of the Proposed Acquisition	<u>5,850,000</u>
Total	<u>9,290,000</u>

The Purchase Consideration together with the expenses relating to the Proposals, will be funded through a combination of cash proceeds from the borrowings and Proposed Placement as follows:

Source of funds	RM
Gross proceeds from the Borrowings	362,000,000
Gross proceeds from the Proposed Placement*	<u>92,790,000</u>
Gross proceeds from the borrowings and Proposed Placement	454,790,000
Internally generated funds**	<u>4,500,000</u>
	<u>459,290,000</u>

* Assuming that 123,720,000 Placement Units are issued at an illustrative issue price of RM0.75 per Unit.

** Representing the acquisition fee of 1.0% of the Purchase Consideration due to the Manager amounting to RM4,500,000 which will be funded via internally generated funds of SENTRAL.

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

Sentral REIT

Appendix 1

Notes to Pro Forma Consolidated Statement of Financial Position

2. Pro forma I and II (cont'd.)

In the event the cash proceeds from the Proposed Placement is less than the amount illustrated above, the amount of borrowings will increase and/or other options and sources of alternative funding will be considered and assessed to complete the Proposed Acquisition, subject to the total borrowings of SENTRAL not exceeding 50% of its total asset value in compliance with Paragraph 8.32 of the Guidelines on Listed Real Estate Investment Trusts issued by the Securities Commission Malaysia on 15 March 2018 (and revised on 28 November 2022). Nevertheless, in the event the cash proceeds from the Proposed Placement is higher than the amount illustrated above, the Manager will reduce the amount of borrowings required to partly fund the Purchase Consideration and the expenses relating to the Proposals, which is expected to reduce the gearing level of SENTRAL.

(i) Pro forma I - Proposed Placement adjustment

Pro forma I incorporates the effects arising from the Proposed Placement of up to 123,720,000 new Units in SENTRAL.

Unitholders' capital RM

The adjustment made to unitholders' capital comprise the following:

123,720,000 Units issued at RM0.75 per Unit pursuant to the Proposed Placement	92,790,000
Estimated incidental expenses in respect of the Proposed Placement ^(b)	<u>(2,000,000)</u>
As per pro forma I	<u>90,790,000</u>

Note:

b. *The estimated incidental expenses in respect of the Proposed Placement comprise placement fees and other incidental expenses to be incurred. These expenses are illustrated based on best estimates and are subject to change upon the completion of the Proposals.*

(ii) Pro forma II - Borrowings adjustment

Pro forma II incorporates the effects of the borrowings to partly fund the Purchase Consideration and the estimated incidental expenses for the Proposals.

Borrowings RM

The adjustment made to borrowings comprise the following:

Borrowings pursuant to the Proposed Acquisition	362,000,000
Estimated incidental transaction costs in respect of borrowings	<u>(1,440,000)</u>
As per pro forma II	<u>360,560,000</u>

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

Sentral REIT

Appendix 1

Notes to Pro Forma Consolidated Statement of Financial Position

3. Pro forma III

The Proposed Acquisition involves the acquisition of a 27-storey purpose-built office building erected on 6 levels of podium and 3 levels of basement car park with a total of 788 car parking bays and 287 motorcycle parking bays (known as "Menara CelcomDigi") held under HSD 277413, Lot No. PT 11 Seksyen 52, Town of Petaling Jaya, District of Petaling, State of Selangor, Malaysia bearing the postal address of No. 6, Persiaran Barat, Seksyen 52, PJ Sentral, 46200 Petaling Jaya, Selangor Darul Ehsan and all such plant and equipment, fixtures and fittings attached (excluding fixtures and fittings belonging to the existing tenants/lessees and third parties including those with whom the existing tenants/lessors have entered into hire purchase and/or leasing arrangement in respect of such fixtures and fittings) for the Purchase Consideration which shall be satisfied entirely in cash. The property is presently free from any encumbrances, save and except for a 15-year lease created in favour of Celcom Berhad (formerly known as Celcom Axiata Berhad) pursuant to the lease agreement dated 20 January 2020 made between Celcom Berhad and Puncak Wangi Sdn. Bhd., which includes any other instrument(s) executed supplemental thereto or in substitution thereof from time to time.

Pro forma III - Proposed Acquisition adjustment

Investment properties	RM
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The adjustment made to investment properties comprise the following:

Proposed Acquisition	450,000,000
Estimated incidental expenses in respect of the Proposed Acquisition ^(c)	5,850,000
As per pro forma III	455,850,000

Note:

- c. *The estimated incidental expenses in respect of the Proposed Acquisition comprise acquisition fee of 1% of the Purchase Consideration payable to the Manager as provided in the Deed and other incidental expenses to be incurred in respect of the Proposed Acquisition. These expenses are illustrated based on best estimates and are subject to change upon the completion of the Proposals.*

4. Net asset value

Net asset value per Unit is calculated based on total unitholders' funds divided by total number of units in issue, as follows:

Final income distribution of RM0.0342 per Unit amounting to RM36,654,979 for the financial year ended 31 December 2022 was declared on 19 January 2023 and paid on 28 February 2023.

- (a) The unadjusted NAV per Unit (before and after the income distribution) is as follows:

	RM
NAV per Unit as at 31 December 2022:	
Before income distribution	1.2046
After income distribution	1.1704

REPORTING ACCOUNTANTS' REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION (Cont'd)

Sentral REIT

Appendix 1

Notes to Pro Forma Consolidated Statement of Financial Position

4. Net asset value (cont'd.)

- (b) The unadjusted NAV per Unit (before and after the income distribution) after the effects of the proposals is as follows:

Number of Units in issue as at 31 December 2022	1,071,783,000
Units to be issued pursuant to the Proposed Placement	123,720,000
Adjusted number of Units in issue	<u>1,195,503,000</u>

RM

Before income distribution

Audited total unitholders' funds as at 31 December 2022	1,291,041,895
Pro forma II adjustment (Note 2 (i))	90,790,000
Adjusted unitholders' funds	<u>1,381,831,895</u>

After income distribution

Audited total unitholders' funds as at 31 December 2022	1,291,041,895
Less: Income distribution	(36,654,979)
Pro forma II adjustment (Note 2 (i))	90,790,000
Adjusted unitholders' funds	<u>1,345,176,916</u>

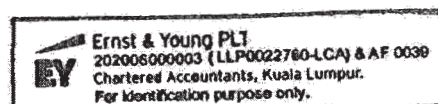
Adjusted NAV per unit:

Before income distribution and after effects of the Proposals	1.1559
After income distribution and after effects of the Proposals	1.1252

5. Gearing

Gearing is calculated based on total net borrowings divided by total assets.

	Audited as at 31 December 2022 RM	Pro forma RM
Total net borrowings	804,493,923	1,165,053,923
Total assets	2,146,717,146	2,598,067,146
Gearing (%)	<u>37.48</u>	<u>44.84</u>



FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

The Board has seen and approved this Circular and they collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement in this Circular false or misleading.

The information on Puncak Wangi and MRCB was obtained from the management of MRCB and the responsibility of the Board with respect to such information is limited to ensuring that such information is correctly extracted and reproduced in this Circular.

2. CONSENTS AND CONFLICT OF INTEREST**2.1 CIMB**

CIMB, being the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB), has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references to it in the form and context in which they appear in this Circular.

CIMB, its affiliated, related and associated companies, as well as its holding company, CIMB Group Holdings Berhad and the subsidiaries and associated companies of its holding company ("**CIMB Group**"), form a diversified financial group and are engaged in a wide range of investment and commercial banking, brokerage, securities trading, assets and fund management and credit transaction services businesses. CIMB Group has engaged and may in the future, engage in transactions with and perform services for SENTRAL, the Manager and/or any of their respective affiliates, in addition to the role set out in this Circular.

In addition, in the ordinary course of business, any member of the CIMB Group may at any time offer or provide its services to or engage in any transactions (on its own account or otherwise) with SENTRAL and/or the Manager, hold long or short positions in securities issued by SENTRAL and/or the Manager, make investment recommendations and/or publish or express independent research views on such securities, and may trade or otherwise effect transactions for its own account or for the account of its customers in debt or equity securities or senior loans of SENTRAL, the Manager and/or any of their respective affiliates. This is a result of the businesses of the CIMB Group generally acting independent of each other and accordingly there may be situations where parts of the CIMB Group and/or its customers now or in the future, may have interest in or take actions that may conflict with the interests of SENTRAL and/or the Manager.

As at the LPD, CIMB Group has not extended any credit facilities to SENTRAL in its ordinary course of its banking business. Nevertheless, CIMB Group expects to extend derivative facilities to SENTRAL for hedging purposes.

FURTHER INFORMATION (Cont'd)

The derivative facilities to be extended will be on arms' length basis and in the ordinary course of business of the CIMB Group. CIMB is of the view that the extension of the derivative facilities does not result in a conflict of interest situation in respect of its capacity to act as the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB) and any potential conflict of interest that exists or is likely to exist in relation to its capacity as the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB) is mitigated by the following:

- (i) CIMB is a licensed investment bank and its appointment as the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB) is in the ordinary course of its business and CIMB does not receive or derive any financial interest or benefits save for the professional fees received in relating to its appointment as the Joint Principal Adviser and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB);
- (ii) the Corporate Finance division of CIMB is required under its investment banking license to comply with strict policies and guidelines issued by the SC, Bursa Securities and Bank Negara Malaysia governing its advisory operations. These guidelines require, among others, the establishment of "Chinese Wall" policies, clear segregation between dealing and advisory activities and the formation of an independent committee to review its business operations; and
- (iii) the conduct of the CIMB Group in its banking business is regulated by the FSA, IFSA, CMSA and CIMB Group's internal control and checks.

Accordingly, CIMB confirms that there is no conflict of interest which exists or is likely to exist in its capacity to act as the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB).

2.2 Maybank IB

Maybank IB, being the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB), has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which it appears in this Circular.

Maybank IB and its related and associated companies ("**Maybank Group**") form a diversified financial group and are engaged in a wide range of investment and commercial banking, brokerage, securities trading, assets and fund management and credit transaction services businesses. The Maybank Group has engaged and may in the future, engage in transactions with and perform services for SENTRAL and/or the Manager and/or any of its affiliates, in addition to the roles set out in this Circular. In addition, in the ordinary course of its business, any member of the Maybank Group may at any time offer or provide its services to or engage in any transaction (on its own account or otherwise) with SENTRAL and/or the Manager, the Unitholders and/or its affiliates and/or any other entity or person, hold long or short positions in securities issued by SENTRAL and/or its affiliates, and may trade or otherwise effect transactions for its own account or the account of its customers in debt or equity securities or senior loans. This is a result of the businesses of the Maybank Group generally acting independent of each other and accordingly, there may be situations where parts of the Maybank Group and/or its customers now have or in the future, may have interests or take actions that may conflict with the interests of SENTRAL and/or the Manager. Nonetheless, the Maybank Group is required to comply with applicable laws and regulations issued by the relevant authorities governing its advisory business which require, among others, segregation between dealing and advisory activities and a Chinese wall between different business divisions.

FURTHER INFORMATION (Cont'd)

As at the LPD, the Maybank Group has extended credit facilities amounting to RM175.0 million to SENTRAL, of which RM77.0 million is outstanding. In addition, the Maybank Group expects to extend credit facilities to SENTRAL to partly fund the Purchase Consideration and the expenses relating to the Proposals.

Notwithstanding this, Maybank IB is of the view that the aforesaid lending relationship will not give rise to a conflict of interest situation in its capacity as the Joint Principal Adviser for the Proposals and joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB) as:

- (i) the extension of credit facilities arose in the ordinary course of business of the Maybank Group;
- (ii) the conduct of the Maybank Group in its banking business is strictly regulated by the FSA, IFSA and the Maybank Group's internal controls and checks; and
- (iii) the total outstanding amount owed by SENTRAL to the Maybank Group is not material when compared to the audited net assets of the Maybank Group as at 31 December 2022 of approximately RM86.0 billion.

Save as disclosed above, Maybank IB confirms that it is not aware of any circumstance that exists or is likely to exist which would give rise to a possible conflict of interest situation in its capacity as the Joint Principal Adviser for the Proposals and the joint placement agent for the Proposed Placement (including the Proposed Placement to MRCB).

2.3 Inter-Pacific Securities

Inter-Pacific Securities, being the Independent Adviser for the Proposed Acquisition, has given and has not subsequently withdrawn its written consent to the inclusion of its name, the IAL and all references to them in the form and context in which they appear in this Circular.

Inter-Pacific Securities confirms that it is not aware of any circumstance that exists or is likely to exist which would give rise to a possible conflict of interest in its capacity as the Independent Adviser in respect of the Proposed Acquisition.

2.4 CBRE I WTW

CBRE I WTW, being the independent registered valuer in respect of the valuation of the Property, has given and has not subsequently withdrawn its written consent to the inclusion of its name, the Valuation Certificate and all references to them in the form and context in which they appear in this Circular.

CBRE I WTW confirms that it is not aware of any circumstance that exists or is likely to exist which would give rise to a possible conflict of interest in its capacity as the independent registered valuer for the valuation of the Property.

2.5 Messrs Ernst & Young PLT

Messrs Ernst & Young PLT, being the Reporting Accountants in relation to the Proposals, has given and has not subsequently withdrawn its written consent to the inclusion of its name, the Reporting Accountants' report on the compilation of pro forma financial information and all references to them in the form and context in which they appear in this Circular.

Messrs Ernst & Young PLT confirms that it is not aware of any circumstance that exists or is likely to exist which would give rise to a possible conflict of interest in its capacity as the Reporting Accountants in relation to the Proposals.

FURTHER INFORMATION (Cont'd)

3. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

As at the LPD, save as disclosed below, the Board is not aware of any material commitments incurred or known to be incurred by SENTRAL which may have a material impact on the financial position of SENTRAL:

	<u>RM '000</u>
Contractual commitments in respect of investment properties:	
- Approved and contracted for	1,450

As at the LPD, the Board is not aware of any contingent liabilities which, upon becoming enforceable, may have a material impact on the financial position of SENTRAL.

4. MATERIAL LITIGATION

As at the LPD, there is no material litigation, claim and/or arbitration involving the Property. Further, as at the LPD, SENTRAL is not engaged in any material litigation, claims and/or arbitration, either as plaintiff or defendant and the Board is not aware of any proceedings, pending or threatened, against SENTRAL or of any facts likely to give rise to any proceedings which may materially affect the business or financial position of SENTRAL.

5. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents will be made available for inspection during normal business hours from Mondays to Fridays (except public holidays) at the registered office of the Manager at Level 33A, Menara NU 2, No. 203, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur from the date of this Circular up to and including the date of the Unitholders' Meeting:

- (i) the Deed;
- (ii) the SPA;
- (iii) the audited financial statements of SENTRAL for the FYE 31 December 2021 and FYE 31 December 2022;
- (iv) the latest unaudited financial statements of SENTRAL for the 6-month financial period ended 30 June 2023;
- (v) the Valuation Certificate set out in **Appendix III** of this Circular, together with the Valuation Report;
- (vi) the Reporting Accountants' report on the compilation of pro forma financial information referred to in **Appendix IV** of this Circular; and
- (vii) the letters of consents referred to in Section 2 of this Appendix.



(Constituted under the restated deed of trust dated 2 December 2019 as amended by the supplemental deed dated 24 December 2020, entered into between Sentral REIT Management Sdn Bhd (Registration No. 200601017500 (737252-X)) and Maybank Trustees Berhad (Registration No. 196301000109 (5004-P)), both companies incorporated in Malaysia)

NOTICE OF UNITHOLDERS' MEETING

NOTICE IS HEREBY GIVEN THAT the meeting of the unitholders of Sentral REIT (“**SENTRAL**”) (“**Unitholders**”) (“**Unitholders’ Meeting**”) will be held virtually through live streaming from the Broadcast Venue at KL Sentral Room, Level 30, Menara Allianz Sentral, No. 203, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur on Wednesday, 15 November 2023 at 2.00 p.m. or any adjournment thereof for the following purposes:

ORDINARY RESOLUTION 1

PROPOSED ACQUISITION OF MENARA CELCOMDIGI (“PROPERTY”) BY MAYBANK TRUSTEES BERHAD, ACTING SOLELY IN THE CAPACITY AS TRUSTEE FOR SENTRAL (“TRUSTEE”), FROM PUNCAK WANGI SDN BHD, A WHOLLY-OWNED SUBSIDIARY OF MALAYSIAN RESOURCES CORPORATION BERHAD (“MRCB”), FOR A PURCHASE CONSIDERATION OF RM450.0 MILLION (“PROPOSED ACQUISITION”)

“**THAT** subject to the passing of Ordinary Resolutions 2 and 3 and the approvals of all relevant authorities and/or parties (where required) being obtained, approval be and is hereby given to the board of directors (“**Board**”) of Sentral REIT Management Sdn Bhd, the management company of SENTRAL (“**Manager**”), and the Trustee for the proposed acquisition of the Property upon the terms and conditions set out in the conditional sale and purchase agreement dated 25 July 2023 entered into between the Trustee and Puncak Wangi Sdn Bhd for a purchase consideration of RM450,000,000;

THAT the Board of the Manager and the Trustee be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Acquisition with full power to assent to any conditions, variations, modifications and/or amendments in any manner as may be required by any relevant authorities and to deal with all matters relating thereto and to take all such steps and do all acts and things in any manner as they may deem necessary or expedient and in the best interests of SENTRAL to implement, finalise and give full effect to the Proposed Acquisition;

AND THAT all actions taken by Board of the Manager, officers of the Manager and/or the Trustee in relation to the Proposed Acquisition prior to the date of this resolution shall be ratified.”

ORDINARY RESOLUTION 2

PROPOSED PLACEMENT OF UP TO 123,720,000 NEW UNITS IN SENTRAL (“UNITS”) (“PLACEMENT UNITS”), REPRESENTING UP TO APPROXIMATELY 11.5% OF THE EXISTING TOTAL UNITS IN ISSUE, AT AN ISSUE PRICE TO BE DETERMINED LATER BY WAY OF BOOKBUILDING (“PROPOSED PLACEMENT”)

“**THAT** subject to the passing of Ordinary Resolutions 1 and 3 and the approvals of all relevant authorities and/or parties (where required) being obtained, approval be and is hereby given to the Board of the Manager and the Trustee to allot and issue up to 123,720,000 Placement Units, representing up to approximately 11.5% of the existing total Units in issue, at an issue price to be determined by way of bookbuilding exercise to such investors to be identified later;

THAT the Placement Units shall, upon allotment and issue, rank *pari passu* in all respects with the then existing Units in issue, save and except that the Placement Units shall not be entitled to the advance distribution of SENTRAL's distributable income ("**Advance Distribution**") and shall not be entitled to any distributable income, rights, benefits, entitlements and/or any other distributions, unless the allotment and issue of the Placement Units were made on or prior to the entitlement date of such distributable income, rights, benefits, entitlements and/or any other distributions;

THAT the Board of the Manager and the Trustee be and are hereby authorised to use the proceeds to be derived from the Proposed Placement in the manner as set out in Section 2.2.5, Part A of the circular to the Unitholders dated 30 October 2023;

AND THAT the Board of the Manager and the Trustee be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Placement with full power to assent to any conditions, variations, modifications and/or amendments in any manner as may be required by any relevant authorities and to deal with all matters relating thereto and to take all such steps and do all acts and things in any manner as they may deem necessary or expedient and in the best interests of SENTRAL to implement, finalise and give full effect to the Proposed Placement."

ORDINARY RESOLUTION 3

PROPOSED PLACEMENT OF UP TO 34,568,734 PLACEMENT UNITS TO MRCB, BEING A MAJOR UNITHOLDER OF SENTRAL, PURSUANT TO THE PROPOSED PLACEMENT ("PROPOSED PLACEMENT TO MRCB")

"**THAT** subject to the passing of Ordinary Resolutions 1 and 2 and the approvals of all relevant authorities and/or parties (where required) being obtained, approval be and is hereby given to the Board of the Manager and the Trustee to allot and issue up to 34,568,734 Placement Units to MRCB, as part of the Proposed Placement at the issue price to be determined later by way of bookbuilding exercise;

THAT the Placement Units shall, upon allotment and issue, rank *pari passu* in all respects with the then existing Units in issue, save and except that the Placement Units shall not be entitled to any Advance Distribution and shall not be entitled to any distributable income, rights, benefits, entitlements and/or any other distributions, unless the allotment and issue of the Placement Units were made on or prior to the entitlement date of such distributable income, rights, benefits, entitlements and/or any other distributions;

AND THAT the Board of the Manager and the Trustee be and are hereby authorised to sign and execute all documents, do all things and acts as may be required to give effect to the Proposed Placement to MRCB with full power to assent to any conditions, variations, modifications and/or amendments in any manner as may be required by any relevant authorities and to deal with all matters relating thereto and to take all such steps and do all acts and things in any manner as they may deem necessary or expedient and in the best interests of SENTRAL to implement, finalise and give full effect to the Proposed Placement to MRCB."

BY ORDER OF THE BOARD

Sentral REIT Management Sdn Bhd
(The Manager of SENTRAL)

Mohamed Noor Rahim Yahaya

MAICSA 0866820 / SSM PC No. 202008002339

Ho Ngan Chui

MAICSA 7014785 / SSM PC No. 202008001773

Company Secretaries

Kuala Lumpur
30 October 2023

Notes:

1. *Only Unitholders whose name appear in the Record of Depositors of SENTRAL on 6 November 2023 shall be eligible to participate at the Unitholders' Meeting or to appoint proxies to attend and vote on their behalf.*
2. *A Unitholder who is entitled to attend and vote at this meeting is entitled to appoint another person to attend and vote in his stead. A proxy may but need not be a Unitholder.*
3. *Where a Unitholder appoints two (2) proxies, the appointment shall be invalid unless it specifies the proportions of its holdings to be represented by each proxy.*
4. *Where a Unitholder is an exempt authorised nominee which holds the units for multiple beneficial owners in one securities 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.*
5. *Where a Unitholder is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, 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.*
6. *The instrument appointing a proxy shall be in writing under the hand of the appointor or of its attorney duly authorised in writing or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised.*
7. *The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of the Manager at Level 33A, Menara NU 2, No. 203, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur not less than forty-eight (48) hours before the time appointed for holding the Unitholders' Meeting or any adjournment thereof, either by hand, post, fax to (603) 27807668 or email to azeela@mrcb.com / irene@mrcb.com. If no name is inserted in the space for the name of your proxy, the Chairman of the Unitholders' Meeting will act as your proxy.*

PERSONAL DATA PRIVACY NOTICE

By submitting an instrument appointing a proxy(ies), attorney(s) and/or representative(s) to attend and vote at the Unitholders' Meeting and/or any adjournment thereof, a Unitholder:

- (i) consents to the collection, use and disclosure of the Unitholder's personal data by the Manager (or its agents) for the purpose of the processing and administration by the Manager (or its agents) of proxy(ies), attorney(s) and/or representative(s) appointed for the Unitholders' Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Unitholders' Meeting (including any adjournment thereof), and in order for SENTRAL and the Manager (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"),
- (ii) warrants that where the Unitholder discloses the personal data of the Unitholder's proxy(ies), attorney(s) and/or representative(s) to the Manager (or its agents), the Unitholder has obtained the prior consent of such proxy(ies), attorney(s) and/or representative(s) for the collection, use and disclosure by Manager (or its agents) of the personal data of such proxy(ies), attorney(s) and/or representative(s) for the Purposes, and
- (iii) agrees that the Unitholder will indemnify SENTRAL and/or the Manager in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Unitholder's breach of warranty.



(Constituted under the restated deed of trust dated 2 December 2019 as amended by the supplemental deed dated 24 December 2020, entered into between Sentral REIT Management Sdn Bhd (Registration No. 200601017500 (737252-X)) and Maybank Trustees Berhad (Registration No. 196301000109 (5004-P)), both companies incorporated in Malaysia)

**ADMINISTRATIVE NOTES
UNITHOLDERS’ MEETING OF SENTRAL REIT (“SENTRAL”) (“UNITHOLDERS’ MEETING”)**

Day and Date	Wednesday, 15 November 2023
Time	2.00 p.m. or any adjournment thereof
Registration	Virtual Meeting via Remote Participation and Electronic Voting (“RPEV”) facilities
Poll Administrator	Boardroom Share Registrars Sdn Bhd (“ Boardroom ”)
Online Meeting Platform	https://meeting.boardroomlimited.my/
Mode of Communication	<p>(1) Typed text in the Meeting Platform during the Unitholders’ Meeting. The Messaging window facility will open one (1) hour before the Unitholders’ Meeting which is from 1.00 p.m. on Wednesday, 15 November 2023.</p> <p>(2) The unitholders of SENTRAL (“Unitholders”) may submit questions prior to the Unitholders’ Meeting commencing from Monday, 30 October 2023 until Monday, 13 November 2023 at 2.00 p.m., via Boardroom’s website at https://investor.boardroomlimited.com using the same user ID and password provided in Step 2 below and select “SUBMIT QUESTION” to pose questions.</p>

Kindly note that it is your responsibility to ensure that the stability of the internet connectivity throughout the Unitholders’ Meeting is maintained, as the quality of the live webcast and online remote voting are dependent on the bandwidth and stability of the participant’s internet connection.

UNITHOLDERS ENTITLED TO PARTICIPATE AND VOTE

- Only depositors whose names appear on the General Meeting Record of Depositors as at 6 November 2023 (“**Unitholders’ Meeting ROD**”) shall be entitled to participate in the Unitholders’ Meeting or appoint a proxy(ies) to attend and vote on their behalf.




RPEV

- Unitholders and proxies who wish to participate and vote remotely at the Unitholders’ Meeting may do so by using any of the following methods:
 - (i) Launch **LUMI** Online Platform by scanning the QR code given to you in the email along with your remote participation user ID and password; or
 - (ii) Access to **LUMI** Online Platform via website URL <https://meeting.boardroomlimited.my/> along with your remote participation user ID and password.

(hereinafter referred to as “**Virtual Meeting Portal**”)

- The RPEV facilities will be open for registration from Monday, 30 October 2023 until such time before the poll voting session ends at the Unitholders' Meeting on Wednesday, 15 November 2023.
- Please refer to the steps below on the registration with the Boardroom Smart Investor Portal ("**BSIP**") to request for the remote participation user ID and password in order join the Virtual Meeting Portal to participate at the Unitholders' Meeting.

Procedure	Action
<p>Step 1 - Register Online with BSIP (for first time registration only)</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> • If you have already signed up with BSIP, you are not required to register again. You may proceed to Step 2 to submit your request for remote participation user ID and password. • BSIP now facilitates the registration for Corporate via BSIP. 	<ol style="list-style-type: none"> Access BSIP website at https://investor.boardroomlimited.com Click <<Register>> to sign up as a user. Select the correct account type i.e. sign up as "Shareholder" or "Corporate Holder". Complete the registration with all required information. Upload a copy of your MyKAD (front and back) or Passport in JPEG, PNG or PDF format. For Corporate Holders, kindly upload the authorisation letter as well. Click "Register". You will receive an email from BSIP for email address verification. Click "Verify Email Address" from the email received to continue with the registration. Once your email address is verified, you will be re-directed to the BSIP for verification of your mobile number. Click "Request OTP Code" and an OTP Code will be sent to your registered mobile number. You will need to enter the OTP Code and click "Enter" to complete the process. Your registration will be verified and approved within one (1) business day and an email notification will be provided to you.
<p>Step 2 - Submit Request for Remote Participation User ID and Password</p>	<p>Individual Unitholders and Corporate Unitholders</p> <ol style="list-style-type: none"> Login to the BSIP website at https://investor.boardroomlimited.com using your user ID and password from Step 1 above. Select and click "Meeting Event". Select "SENTRAL REIT EXTRAORDINARY GENERAL MEETING" from the list of Corporate Meetings and click "Enter". Click "Register for RPEV". Enter your CDS account number and thereafter submit your request. Read and agree to the Terms & Conditions and click "Register". You will receive a notification that your RPEV registration has been received and is being verified. Upon system verification against Unitholders' Meeting ROD, and final verification by the appointed Independent Scrutineer on 13 November 2023, you will receive an email from Boardroom either approving or rejecting your registration for remote participation. You will also receive your remote access user ID and password in the same email from Boardroom after the closing date.

	<p>Corporate Unitholders, Authorised Nominee and Exempt Authorised Nominee</p> <ol style="list-style-type: none"> Write in to Boardroom at bsr.helpdesk@boardroomlimited.com by providing the name of Unitholders and CDS Account Number accompanied with the Proxy Form or Certificate of Appointment of Corporate Representative. Please provide a copy of the proxy holder's or corporate representative's MyKAD (front and back) or Passport in JPEG, PNG or PDF format as well as his/her email address. You will receive a notification from Boardroom that your request has been received and is being verified. Upon system verification against the Unitholders' Meeting ROD and final verification by appointed Independent Scrutineer on 13 November 2023, you will receive an email from Boardroom either approving or rejecting your registration for remote participation. If your registration is approved, you will also receive your remote access user ID and password in the same email from BSR after the closing date.
<p>Step 3 - Login to Virtual Meeting Portal</p> <p><i>Note:</i></p> <ul style="list-style-type: none"> The quality of the connectivity to the Virtual Meeting Portal for the live web cast as well as for remote online voting is highly dependent on the bandwidth and the stability of the internet connectivity available at the location of the remote users. 	<ol style="list-style-type: none"> The Virtual Meeting Portal will open for login starting an hour (1 hour) before the commencement of the Unitholders' Meeting on Wednesday, 15 November 2023. Open an internet browser. Latest versions of Chrome, Firefox or Safari are recommended. Access virtual meeting portal at: https://meeting.boardroomlimited.my. Follow the steps given to you in the email along with your remote access user ID and password to login to the Online Meeting Platform (Refer to Step 2 above). The steps will also guide you on how to view live web cast, to submit questions and vote.
<p>- Participation</p>	<ol style="list-style-type: none"> If you would like to view the live webcast, select the broadcast icon . If you would like to ask a question during the Unitholders' Meeting, select the messaging icon . Type your message within the chat box, click the send button once completed.
<p>- Voting</p>	<ol style="list-style-type: none"> Once voting has been opened, the polling icon  will appear with the resolutions and your voting choices. To vote, simply select your voting direction from the options provided. A confirmation message will appear to show your vote has been received. To change your vote, re-select your voting preference. If you wish to cancel your vote, please press "Cancel".
<p>- End of Participation</p>	<ol style="list-style-type: none"> The live web cast will end and the Messaging window will be disabled once the Chairman announces the closure of the Unitholders' Meeting. You can now logout from the Virtual Meeting Portal.

LODGEMENT OF PROXY FORM FOR THE UNITHOLDERS' MEETING

Please submit your Proxy Form, either by hand or by post to the following registered office of Sentral REIT Management Sdn Bhd, the management company of SENTRAL, or by electronic mail to azeela@mrcb.com / irene@mrcb.com or fax to (603) 27807668, not less than 48 hours before the time appointed for holding the Unitholders' Meeting or any adjournment thereof, otherwise the Proxy Form shall be treated as invalid:

Sentral REIT Management Sdn Bhd,
Level 33A, Menara NU 2,
No. 203, Jalan Tun Sambanthan,
Kuala Lumpur Sentral,
50470 Kuala Lumpur.

Please ensure ALL the particulars as required in the Proxy Form are completed, signed and dated accordingly.

PARTICIPATION THROUGH LIVE WEBCAST, QUESTION AND VOTING AT THE ONLINE UNITHOLDERS' MEETING

- The Chairman and the Board of Directors of the Manager will endeavor their best to respond to the questions submitted by the Unitholders which are related to the resolutions to be tabled at the Unitholders' Meeting.
- The voting will be conducted by way of electronic polling ("**e-Polling**") in accordance with Paragraph 8.29A of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad. SENTRAL has appointed Boardroom as the Poll Administrator to conduct the e-Polling, and an Independent Scrutineer will verify and validate the poll results.
- During the Unitholders' Meeting, the Chairman of the Unitholders' Meeting will invite the Poll Administrator to brief participants on the e-Polling housekeeping rules.
- The voting session will commence as soon as the Chairman calls for the poll to be opened and until such time when the Chairman announces the closure of the poll.
- For purposes of the Unitholders' Meeting, e-Polling will be carried out via personal smart mobile phones, tablets, personal computers or laptops.
- There are two (2) methods for unitholders and proxies to vote remotely. The methods are:
 - (i) Use the QR Scanner Code given to you in the email along with your remote participation user ID and password; OR
 - (ii) Go to the website with URL <https://meeting.boardroomlimited.my> along with your remote participation user ID and password
- Upon the conclusion of the poll session, the Independent Scrutineer will verify and announce the poll results followed by a declaration by the Chairman of the Unitholders' Meeting whether the resolutions put to vote were successfully carried or not.

PRESENTATION AT THE ONLINE UNITHOLDERS' MEETING

Unitholders who participate in the online Unitholders' Meeting will be able to view SENTRAL's presentation or slides via the Virtual Meeting Portal.

PROCEDURE OF THE ONLINE UNITHOLDERS' MEETING

The Login User Guide for participation, posing questions and voting at the Unitholders' Meeting, will be emailed to you together with your remote access user ID and password once your registration has been approved.

No recording or photography of the Unitholders' Meeting's proceedings is allowed without the prior written permission of SENTRAL or Sentral REIT Management Sdn Bhd, the management company of SENTRAL.

You must ensure that you are connected to the internet at all times in order to participate and vote after the Unitholders' Meeting has commenced. Therefore, it is your responsibility to ensure that connectivity for the duration of the meeting is maintained. **Kindly note that the quality of the live stream is dependent on the bandwidth and stability of the internet connection at the location of the remote participants.**

DOOR GIFTS

There will be no door gift(s) for unitholders/proxies who participate in the Unitholders' Meeting.

The following documents are available at <https://sentralreit.com> for your preview:

- (i) Circular to Unitholders
- (ii) Notice of the Unitholders' Meeting
- (iii) Proxy Form

If you need a copy of the printed Circular, kindly request from our Share Registrar at the number/email address given below:

Boardroom Share Registrars Sdn. Bhd.
Registration No: 199601006647 (378993-D)
11th Floor, Menara Symphony
No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13
46200 Petaling Jaya, Selangor, Malaysia.
Tel: +603 7890 4700
Fax: +603 7890 4670
Email: bsr.helpdesk@boardroomlimited.com

GENERAL ENQUIRIES

- For enquiries on the administrative details of this Unitholders' Meeting, please contact the following persons during office hours from Mondays to Fridays:

Company	Personnel	Email and Contact Number
Sentral REIT	<p>For unitholders' enquiries Puan Irene Ho</p> <p>Puan Norazeela Hasan</p> <p>For Investor Relations Puan Joyce Loh</p>	<p>irene@mrcb.com Tel: 603 2786 8061</p> <p>azeela@mrcb.com Tel: 603 2786 8057</p> <p>joyce.loh@sentralreit.com Tel: 603 2859 7175</p>
<p>Boardroom Share Registrar Sdn. Bhd.</p> <p>- For unitholders/proxies enquiries</p> <p>- For assistance relating to the electronic lodgement of proxy form of Unitholders' Meeting as well as RPEV</p>	-	<p>bsr_helpdesk@boardroomlimited.com Tel: 603 7890 4700 Fax: 603 7890 4670</p>



SENTRAL REIT

PROXY FORM

(Please see the notes below before completing the form)

Number of Unit(s) held	CDS Account No.													
				-				-						

I/We (FULL NAME IN CAPITAL LETTERS)

NRIC No./Passport No./Company No. of (FULL ADDRESS)

Email address: Tel./Mobile No.:

being a Unitholder /Unitholders of Sentral REIT hereby appoint:

		Proportion of Unitholdings to be represented by the proxies:	
		Number of Units	Percentage [%]
Proxy 1	Name: (IN CAPITAL LETTERS)		
	NRIC No./Passport No.:		
	Email Address:		
	Tel./Mobile No.:		
<i>And/or failing him/her</i>			
Proxy 2	Name: (IN CAPITAL LETTERS)		
	NRIC No./Passport No.:		
	Email Address:		
	Tel./Mobile No.:		
Total			

or failing him/her, the Chairman of the Unitholders' Meeting, as my/our proxy(ies) to attend and vote for me/us on my/our behalf at the Unitholders' Meeting to be held virtually through live streaming from the Broadcast Venue at KL Sentral Room, Level 30, Menara Allianz Sentral, No. 203, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur on Wednesday, 15 November 2023 at 2.00 p.m. or any adjournment thereof.

My/our proxy(ies) is to vote on the resolutions as indicated by an "X" in the appropriate spaces below. If this form is returned without any indication as to how the proxy shall vote, the proxy shall vote or abstain as he/she thinks fit.

No.	Resolution	For	Against
1	Proposed Acquisition		
2	Proposed Placement		
3	Proposed Placement to MRCB		

Dated this day of 2023.

.....
Signature of Unitholder(s)

* DELETE IF NOT APPLICABLE



Notes:

1. Only Unitholders whose name appear in the Record of Depositors of Sentral REIT on 6 November 2023 shall be eligible to participate at the Unitholders' Meeting or to appoint proxies to attend and vote on their behalf.
2. A Unitholder who is entitled to attend and vote at this meeting is entitled to appoint another person to attend and vote in his stead. A proxy may but need not be a Unitholder.
3. Where a Unitholder appoints two (2) proxies, the appointment shall be invalid unless it specifies the proportions of its holdings to be represented by each proxy.
4. Where a Unitholder is an exempt authorised nominee which holds the units for multiple beneficial owners in one securities 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.
5. Where a Unitholder is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint not more than 2 proxies in respect of each securities account it holds with units in Sentral REIT standing to the credit of the said securities account.
6. The instrument appointing a proxy shall be in writing under the hand of the appointor or of its attorney duly authorised in writing or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised.
7. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited at the registered office of Sentral REIT Management Sdn Bhd, the management company of Sentral REIT ("**Manager**") at Level 33A, Menara NU 2, No. 203, Jalan Tun Sambanthan, Kuala Lumpur Sentral, 50470 Kuala Lumpur not less than forty-eight (48) hours before the time appointed for holding the Unitholders' Meeting or any adjournment thereof, either by hand, post, fax to (603) 27807668 or email to azeela@mrcb.com / irene@mrcb.com. If no name is inserted in the space for the name of your proxy, the Chairman of the Unitholders' Meeting will act as your proxy.

PERSONAL DATA PRIVACY NOTICE

By submitting an instrument appointing a proxy(ies), attorney(s) and/or representative(s) to attend and vote at the Unitholders' Meeting and/or any adjournment thereof, a Unitholder:

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

Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Company Secretary
Sentral REIT Management Sdn Bhd
The Manager of Sentral REIT

Level 33A, Menara NU 2
No. 203, Jalan Tun Sambanthan
Kuala Lumpur Sentral
50470 Kuala Lumpur

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