

-TRANSLATED VERSION-

Opinion Report of the Independent Financial Advisor

Regarding

An Asset Acquisition Transaction and Transactions between the REIT and
Persons Related to the REIT Manager

For

The Trust Unitholders of
Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust



Prepared by



I V Global Securities Public Company Limited

30 June 2022

The English Translation of the Independent Financial Advisor's Opinion Report has been prepared solely for the convenience of foreign trust unitholders of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust and should not be relied upon as the definitive and official document.

The Thai language version of the Independent Financial Advisor's Opinion Report is the definitive and official document and shall prevail in all aspects in the event of any inconsistency with this translation.

Table of Content

| | Page |
|--|---------------|
| Preface | 1 |
| Executive Summary | 3 |
| Part 1 Characteristics & Details of the Transaction | 11 |
| <hr/> | |
| 1.1 Characteristics and Details of Asset Acquisition and Connected Transaction | 11 |
| 1.1.1 Objective and Background of the Transaction | 11 |
| 1.1.2 Categories and Size of the Transaction | 16 |
| 1.1.3 Transaction date | 18 |
| 1.1.4 Parties involved and Relationship | 18 |
| 1.1.5 Details of the Additional Investment Assets No. 2 by PROSPECT | 20 |
| 1.1.6 Total Valuation of Consideration / Total Value of Investment and Basis Used to Determine the Value of Total Consideration Paid | 24 |
| 1.1.7 Source of Fund for the investment in the Additional Investment Assets | 25 |
| 1.1.8 Related Contracts | 28 |
| 1.2 Summary of Important Information of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust | 29 |
| 1.3 Summary of Pertinent Agreements | 29 |
| 1.4 Summary of Appraisal Report of Additional Investment Assets No. 2 of PROSPECT | 29 |
| Part 2 Reasonableness of Acquisition of Additional Investment Assets No.2 of PROSPECT and entering into transaction with Connected Persons to the REIT Manager | 31 |
| <hr/> | |
| 2.1 Objective and Necessity of Entering into the Transaction | 31 |
| 2.2 Advantages, Disadvantages and Risks of Entering into Assets Acquisition Transaction | 32 |
| 2.3 Advantages and Disadvantages of Entering into an Asset Acquisition Transaction with Connected Person | 39 |
| 2.4 Impact on the Existing Trust Unitholders | 40 |
| 2.5 The Appropriateness of the Price and Terms of Transaction | 43 |
| 2.6 Appropriateness of an appointment of Prospect Development Co., Ltd as the Property Manager for the Additional Investment Assets No. 2 | 65 |
| Part 3 Appropriateness of The Allocation of Trust Units between the Trust and Persons Related to the REIT Manager | 71 |
| <hr/> | |
| 3.1 Characteristics of the Transaction | 71 |
| 3.2 Advantages, Disadvantages and Risks of Entering into the Transaction | 74 |

| | Page |
|--|------|
| 3.3 Appropriate of the Price and Terms of Transaction | 75 |
| 3.4 Summary of Independent Financial Advisor Opinion Regarding the Appropriateness of the Allocation of Trust Units between the Trust and Persons Related to the REIT Manager | 76 |
| Part 4 Summary of Opinion of the Independent Financial Advisor | 77 |

| | |
|--------------|--|
| Attachment 1 | Summary of Important Information of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust |
| Attachment 2 | Summary of Pertinent Agreements |
| Attachment 3 | Summary of Appraisal Report of Additional Investment Assets No. 2 of PROSPECT |

GLOSSARY

Glossary used in this report have not been sorted by alphabet but sorted by category for convenient in reading

| <u>Abbreviation</u> | <u>Meaning</u> |
|---|--|
| SEC | The Securities and Exchange Commission |
| SET | The Stock Exchange of Thailand |
| “Trust” or “REIT” or “PROSPECT” | Prospect Logistic and Industrial Freehold and Leasehold Real Estate Investment Trust |
| “Asset Owner” or “Prospect Development” or “Property Manager” or “PD” | Prospect Development Company Limited |
| “Company” or “REIT Manager” | Prospect REIT Management Company Limited |
| “Landowner of BFTZ 2” | Chiaocharn Property Company Limited which is a landowner of BFTZ 2 project |
| BFTZ 1 | Bangkok Free Trade Zone 1 Project located at Bangna-Trad, Km. 23 |
| X44 | X44 Project located at Bangna-Trad, Km. 18 |
| BFTZ 2 | Bangkok Free Trade Zone 2 Project located at Theparak Road |
| BFTZ 3 | Bangkok Free Trade Zone 3 Project located at Bangna-Trad, Km. 19 |
| “SCBAM” or “Trustee” | SCB Asset Management Company Limited |
| FNS | FNS Holding Public Company Limited |
| MK | M.K. Real Estate Development Public Company Limited |
| “Independent Financial Advisor” or “IFA” | I V Global Securities Public Company Limited |
| Financial Advisor | TISCO Bank Public Company Limited |
| Legal Advisor | Chandler MHM Company Limited |
| “Accounting Advisor” or “Auditor” | KPMG Phoomchai Audit Company Limited |
| Independent Property Appraiser | Property Appraiser Company approved by the Office Securities and Exchange Commission, which are Siamcity and/or 15 Business |
| Siamcity | Krung Siam Appraisal Company Limited |
| 15 Business | 15 Business Advisory Company Limited |
| DCF | Discounted Cash Flow |
| EBITDA | Earnings before interest, taxes, depreciation and amortization |
| Enterprise Value (EV) | Enterprise Value |
| Equity Value | Equity Value of Trust Unitholders |
| Free Cash Flow to Equity (FCFE) | Free Cash Flow to Trust Unitholders |
| IRR | Internal Rate of Return |

| <u>Abbreviation</u> | <u>Meaning</u> |
|------------------------|--|
| "Equity IRR" or "EIRR" | Internal Rate of Return for Trust Unitholders (Equity Internal Rate of Return) |
| NPV | Net Present Value |
| "Equity NPV" | Equity Net Present Value of Trust Unitholders |
| OCC | Occupancy Rate |
| Ke | Cost of Equity of Trust Unitholders |
| Sensitivity Analysis | Sensitivity Analysis |

Ref: IB 79/2565

June 30, 2022

Subject: Opinion of the Independent Financial Advisor regarding the asset acquisition transaction and transactions between the REIT and the person related to the REIT Manager of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust

To: Audit Committee and Trust Unitholder of
Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust

Attachment: 1) Summary of Important Information of Prospect Logistics and Industrial Leasehold Real Estate Investment Trust
2) Summary of Pertinent Agreements
3) Summary of Appraisal Report of Additional Investment Assets No. 2 of PROSPECT

References: 1) Resolution of the meeting of Prospect REIT Management Company Limited's Board of Directors held on June 1, 2022;
2) Information Memorandum on the REIT's Acquisition of Assets, and Connected Transaction Between the REIT and Connected Person of the REIT Manager dated June 1, 2022;
3) Capital Increase Report Form (F53-4) of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust dated June 1, 2022;
4) Annual Disclosure (Form 56-1) of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust for the year ended December 31, 2021;
5) Audited Financial Statements of the REIT for 12-month period ended December 31, 2020 – 2021 and 3-month period ended March 31, 2022;
6) Information and other documents, as well as interviews with managements and relevant personal of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust;
7) Appraisal report by Krung Siam Appraisal Company Limited;
8) Appraisal report by 15 Business Advisory Company Limited;
9) Information and other documents, as well as interviews with Financial Advisor, Legal Advisor, Accounting Advisor and Tax Advisor who are related to this transaction.

Disclaimers:

The result of the study by I V Global Securities Public Company Limited (“**Independent Financial Advisor**” or “**IFA**”) in this report (or the “IFA Report”) is based on the information and assumptions provided by the executives of the REIT Manager, Property Manager’s executive, and the information disclosed to the public through the website of the Securities and Exchange Commission of Thailand (the “SEC”) (www.sec.or.th), the Stock Exchange of Thailand (the “SET”) (www.set.or.th), and Business Online Public Company Limited (www.bol.co.th).

The opinion of the IFA in this report is based on the assumptions that all the information and documents received are accurate and complete and reflects the operating environment and most up-to-date information at the time of issuance of this report. However, there may be any incident having material impact on the Trust’s business operations and financial projection, as well as decision of the trust unitholders on the Asset Acquisition Transaction and Transactions with the persons related to REIT Manager. The Independent Financial Advisor expresses its opinion under the current circumstance. If there is a significant change in the circumstance or any information, the result of the study may be affected. The IFA shall not be responsible for the profits or the losses and any impacts resulting from this transaction.

In rendering its opinion in this report, the IFA has considered the reasonableness of conditions of the Asset Acquisition Transaction and Transactions with the persons related to REIT Manager as well as other related factors thoroughly and rationally in accordance with the professional judgments.

The attachment of this IFA report is the part of IFA’s opinion, audit committee and trust unitholders should consider the attachment together with the report.

Executive Summary

Reference is made to Prospect REIT Management Co., Ltd. (the “**Company**” or “**REIT Manager**”), as the REIT Manager of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust (PROSPECT) (the “**Trust**” or “**REIT**” or “**PROSPECT**”) convened its Board of Directors’ Meeting no. 4/2022, held on 1 June 2022 had resolved to the trust unitholders meeting of PROSPECT REIT to consider and approve the investment in the Additional Investment Assets No. 2 of PROSPECT REIT as follows:

(A) Subleasing lands and accepting transfer of ownership over parts of the structures of factory buildings, warehouses, offices and other buildings located on such land, including their component parts with respect to the Bangkok Free Trade Zone 2 Project (Theparak Road) for not exceeding 28 years from the commencement date of the lease period; and

(B) Accepting transfer of ownership over parts of the land and structures of factory buildings, warehouses, offices and other buildings located on such land, including their component parts with respect to of the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) ; and

(C) Purchasing any relevant movable properties used for the business operation within transferred and sub-leased assets.

All of them are called (the “**Additional Investment Assets**” or “**Additional Investment Assets No. 2**”) from Prospect Development Co., Ltd. (the “**Asset Owner**” or “**Prospect Development**”), with the value of not exceeding THB 1,800 million (exclusive of value added tax, as well as other relevant fees and expenses) (“**Total Valuation of Consideration / Total Value of Investment**”)

The investment in additional assets is based on the objective of PROSPECT to raise funds for investment in real estate and leasehold rights of real estate and procuring benefits from such properties in order to generate income and return to PROSPECT for continuous and long-term benefits of its trust unitholders.

In addition, entering into a transaction with Prospect Development Co., Ltd. (“**Asset Owner**” or “**Prospect Development**” or “**PD**”), the owner of the assets in which PROSPECT intends to invest in the Additional Investment Assets No. 2, is related to PROSPECT by being a major shareholder of the Company which is the REIT Manager of PROSPECT, holding 99.99 percent of the Company’s shares, as well as being the current Property Manager of PROSPECT. Therefore, Prospect Development is the connected person to the REIT Manager. In this regard, the investment in the Additional Investment Assets No. 2 as aforementioned is considered as a Connected Party Transaction between PROSPECT and the persons related to the REIT Manager with the size of transaction equivalent to or exceeding THB 20,000,000 or exceeding 3 percent of the net asset value of PROSPECT

In addition, the source of funds for the Additional Investment Asset No. 2 of PROSPECT will come from two parts consisting of:

(1) Fund from the capital increase of PROSPECT by issuing and offering additional trust units to the existing Trust Unitholders and / or to the private placement and/or to FNS Holdings Public Company Limited and/or to M.K. Real Estate Development Public Company Limited and/or to Prospect Development and/or to connected persons of such companies and / or to the public (Public Offering), and (2) Loans from commercial banks and / or financial institutions. Details of the issuing and offering of additional trust units and borrowing are in accordance with the invitation letter to the Trust Unitholders' meeting to approve the Transaction.

In this respect, REIT Manager has appointed I V Global Securities Public Company Limited ("**Independent Financial Advisor**" or "**IFA**") to be an independent financial advisor to render opinion to the trust unitholders on the appropriateness and the fairness of transaction price and condition on the transaction between the Trust and connected persons of the REIT Manager which are the investment in the Additional Investment Asset No. 2 and the transaction between the Trust and related persons of the REIT Manager in order to provide information for the propose of consideration and approval of the transaction for the trust unitholders.

The IFA has considered the reasonableness of the transaction by analyzing various related information such as objectives, advantages, disadvantages and risks of entering into the transaction, advantages and disadvantages of entering to the transaction with the connected persons, as well as, the reasonableness of price and conditions of this transaction and summarized the opinion of the IFA as follows:

1. Appropriateness of the acquisition of the Additional Investment Assets No. 2 of PROSPECT and entering into Transaction with person related to the REIT Manager

1.1 Advantages and Disadvantages of Entering into the Assets Acquisition Transaction

(Trust Unitholders can study more information in Part 2 Section 2.2 of this report)

The Independent Financial Advisor summarizes advantages and disadvantages of entering into the Transaction as follows:

| Advantages of Entering into the Assets Acquisition Transaction | Disadvantages of Entering into the Assets Acquisition Transaction |
|--|--|
| <ul style="list-style-type: none"> (1) It is an investment in assets with high potential and an opportunity to generate revenues and additional earnings for PROSPECT (2) It is an investment that will help create a worthwhile return to Trust Unitholders (3) It helps to diversify the risk in the procurement of benefits from immovable properties (4) An investment in good return-generating assets that increase in the Trust's asset size which increases an attractiveness of the Trust towards investors and supports the trading liquidity of trust units (5) It helps increase the continuity of PROSPECT's income and cash flow (6) An investment that is in line with investment policy of the Trust | <ul style="list-style-type: none"> (1) PROSPECT could have a higher debt-to-asset ratio (Debt Ratio) (2) Increase in interest burdens from borrowings and principal repayment from borrowings for the Trust (3) There will be more connected transactions with the connected person of the REIT manager |

1.2 Risks from Entering into an Asset Acquisition Transaction

- 1) Risk from the case that PROSPECT cannot procure benefits from the invested assets as planned
- 2) Risk from the construction of the BFTZ 3 Project that may not be in accordance with the planned schedule
- 3) Risk that the leasehold right under the main land lease agreement of the BFTZ 2 Project may be canceled or terminated before the expiration
- 4) Risk that the sublease agreement of the BFTZ 2 Project can not be renewed after the sublease agreement expires
- 5) Risk of natural disasters and/or other events that may affect the property of PROSPECT
- 6) Risk of interest rate fluctuation

- 7) Risks of capital increase of DREIT for unsuccessful assets investment
- 8) Risk of not being approved by the Trust Unitholders' Meeting

1.3 Advantages and Disadvantages of Entering into an Asset Acquisition Transaction with Connected Person

(Trust Unitholders can study more information in Part 2 Section 2.3 of this report)

| Advantages of Entering into the Asset Acquisition Transaction with Connected Person | Disadvantages of Entering into the Asset Acquisition Transaction with Connected Person |
|---|--|
| (1) Connected Person has experience and expertise in real estate management in the category of warehouse and factories for rent | (1) Doubt arising from a connected transaction |
| (2) Connected person guaranteeing the rental of unoccupied assets and compensating the rental short from the guaranteed rental | |
| (3) Connected person has experience in collaboration with PROSPECT and the REIT Manager, causing them more flexible in mutual operation | |
| (4) Management and maintenance of assets will be continued constantly | |

1.4 Impact on the Existing Trust Unitholders

(Trust Unitholders can study more information in Part 2 Section 2.4 of this report)

A. Control Dilution Effect

The issuance and offering of additional trust units is an offering to the existing trust unitholders (Rights Offering: RO) which shall reduce the impact of control dilution. Moreover, REIT Manager may consider allocating parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies and/or private placement (Private Placement: PP) and/or general public (Public Offering: PO). The existing trust unitholders who do not fully exercise their rights to subscribe to the trust units or subscribe in an amount lower than their rights, may be affected by control dilution.

B. Price Dilution Effect

Since the REIT Manager has not yet determined the offering price of the additional trust units, the IFA, therefore, is unable to analyze effect of price dilution. However, if the offering price of the additional trust units lower than the market price of the trust units on the date of issuance and offering of additional trust units, the trust unitholders may be affected by the price dilution.

1.5 Investment Return Analysis

(Trust Unitholders can study more information in Part 2 Section 2.5 of this report)

The IFA has considered the reasonableness of entering into the investment of Additional Investment Assets No. 2 of PROSPECT by analyzing the return on investment by several approaches under the assumptions that PROSPECT shall be able to utilize benefits from the Additional Investment Assets in the form of rental income and service income to the trust unitholders. The IFA gathered, analyzed, and prepared financial projections based on past operating performance, information received from the interview with the REIT Manager, the Property Manager, and statistical data collected by relevant agencies in the study of investment feasibility and investment return analysis. The IFA can summarize the analysis results as follows:

Investment Return Analysis in the form of the rate of return of Trust Unitholders of PROSPECT

The IFA analyzed the investment return of Trust Unitholders of PROSPECT by determining additional assumptions regarding the related expenses of PROSPECT, such as management fee of the REIT Manager, trustee-related fees, other related expenses etc. In addition, the IFA also considered other expenses relating to preparations for the Acquisition of Additional Investment Assets No. 2 of PROSPECT of approximately 4.6 percent of initial investment of the Acquisition of Additional Investment Assets No. 2, which equals in amount of approximately THB 82.80 million. According to the projected free cash flow from the Additional Investment Assets to PROSPECT prepared by the IFA, the present value of free cash flow equals to THB 1,938.63 – 2,278.04 million, the Equity NPV equals to THB 138.63 – 478.04 million, the investment return of PROSPECT (Equity IRR) equals to 8.53 – 8.94 percent. Such investment return is considered a good rate of return and higher than the weighted average cost of trust unitholders (K_e) of PROSPECT, which is equal to 8.15 percent.

According to the analysis of advantages-disadvantages of asset acquisition transaction, advantages-disadvantages of entering into the transaction with related person, risks that may arise from entering into the transaction, analysis of impact on the existing trust unitholders, as well as analysis of investment return as presented above, the IFA has an opinion that the Acquisition of Additional Investment Assets of PROSPECT and entering into the transaction with person related with the REIT Manager is appropriate.

2. Appropriateness of The Allocation of Trust Units between the Trust and and Persons Related to the REIT Manager

2.1 Advantages and Disadvantages of the Allocation of Trust Units between the Trust and and Persons Related to the REIT Manager

(Trust Unitholders can study more information in Part 3 Section 3.2.1 and 3.2.2 of this report)

| Advantages of Entering into the Transaction with Persons Related to the REIT Manager | Disadvantages of Entering into the Transaction with Persons Related to the REIT Manager |
|--|---|
| (1) The Trust is able to precisely determine specific subscribers of trust units | (1) Doubt arising from entering into a transaction with connected persons |
| (2) Create of confident to the trust unitholders | |

2.2 Risks from Entering into the Transaction

(Trust Unitholders can study more information in Part 3 Section 3.2.3 of this report)

(1) Risk of conflict of interest

2.3 Appropriate of the Price and Terms of Transaction

(Trust Unitholders can study more information in Part 3 Section 3.3 of this report)

The price of the trust units to be offered for sale in this time will be determined with reference to the appraised value as assessed by an independent appraiser approved by the Office of the SEC, and taking into account other relevant factors, including conditions of the capital and financial markets during the offer for sale of the trust units, appropriate rate of return for investors, commerciality of the assets, interest rates, both domestically and on the global market, rate of return on investments in equity instruments, debt instruments and other investment options, and results from the survey of institutional investors (Bookbuilding) and those criteria are the same as to the rights offering and the public offering. In addition, PROSPECT is required to comply with the rules and regulations according to related party transaction with related persons of REIT Manager which such terms are in accordance with the rules and conditions of good corporate governance and relevant regulations of the SEC, as well as a protection of the existing trust unitholders' interests.

According to the analysis of advantages-disadvantages of entering into the transaction with related persons, risks that may arise from entering into the transaction, and the appropriateness of the price and terms of the transaction, the IFA has an opinion that the allocation of trust units between the trust and and persons related to the REIT Manager is appropriate.

From all aforementioned reasons, the IFA is of the opinion that the trust unitholders should **approve** the acquisition of Additional Investment Assets No.2 of PROSPECT which are the transaction between PROSPECT and the person related to the REIT Manager and the transaction of the allocation of trust units between PROSPECT and persons related to the REIT Manager. However, the trust unitholders should also into consideration the reasonableness and opinion of the IFA which are based on the assumption that all information, documents and drafts received, as well as the interviewing officers and related persons are true, accurate and complete.

In deciding whether to grant approval to enter into the transaction, the trust unitholders can consider the information, reasons and opinion in various aspects provided by the IFA in this report. However, the decision whether to approve the transaction depends primarily on the trust unitholders' individual judgment.

The details of the opinion of the Independent Financial Advisor can be found in the following parts of this IFA Report, as follow:

This page intentionally left blank

Part 1: Characteristics & Details of the Transaction

1.1 Characteristics and Details of Asset Acquisition and Connected Transaction

1.1.1 Objective and Background of the Transaction

Reference is made to Prospect REIT Management Co., Ltd. (the “**Company**” or “**REIT Manager**”), as the REIT Manager of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust (the “**Trust**” or “**REIT**” or “**PROSPECT**”) convened its Board of Directors’ Meeting no. 4/2022, held on 1 June 2022 had resolved to the trust unitholders meeting of PROSPECT REIT to consider and approve the investment in the Additional Investment Assets No. 2 of PROSPECT REIT as follows:

- (A) Subleasing lands and accepting transfer of ownership over parts of the structures of factory buildings, warehouses, offices and other buildings located on such land, including their component parts with respect to the Bangkok Free Trade Zone 2 Project (Theparak Road) for not exceeding 28 years from the commencement date of the lease period; and
- (B) Accepting transfer of ownership over parts of the land and structures of factory buildings, warehouses, offices and other buildings located on such land, including their component parts with respect to of the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) ; and
- (C) Purchasing any relevant movable properties used for the business operation within transferred and sub-leased assets.

All of them are called (the “**Additional Investment Assets**” or “**Additional Investment Assets No. 2**”) from Prospect Development Co., Ltd. (the “**Asset Owner**” or “**Prospect Development**”), with the value of not exceeding THB 1,800 million (exclusive of value added tax, as well as other relevant fees and expenses) (“**Total Valuation of Consideration / Total Value of Investment**”)

The investment in additional assets is based on the objective of PROSPECT to raise funds for investment in real estate and leasehold rights of real estate and procuring benefits from such properties in order to generate income and return to PROSPECT for continuous and long-term benefits of its trust unitholders.

Nonetheless, the above investment in additional assets No. 2, PROSPECT will follow the details and procedures related to this investment as follows:

- (1) PROSPECT will enter into the undertaking agreement with the Asset Owner with respect to the Addition Investment Assets No. 2 for guaranteeing the rental of the Additional Investment Assets No. 2 that has no lessee on the date PROSPECT makes the investment (the “**Unoccupied Assets**”) for a period of 2 years from the date on which PROSPECT makes the investment by compensating the rental for the Unoccupied Assets to PROSPECT in case PROSPECT procures the rental lower than the guaranteed

rental. Other conditions are subject to the undertaking agreement to be entered into by and between PROSPECT and the Asset Owner.

(2) PROSPECT will appoint Prospect Development to be the Property Manager of the Additional Investment Assets No. 2.

(3) In the investment in the Additional Investment Assets, PROSPECT will make the investment by entering into:

- 3.1 Agreement to Sell and Purchase Land and Building with the Asset Owner;
- 3.2 Land Sublease Agreement with the Asset Owner;
- 3.3 Agreement to Sell and Purchase Factory Buildings, Warehouses, and Offices with the Asset Owner;
- 3.4 Movable Property Sales and Purchase Agreement with the Asset Owner who is the owner of other assets in the project; and
- 3.5 Any other relevant agreement, e.g., Property Manager Appointment Agreement, Sublease Agreement for Roads in the project, Servitude Agreement with respect to the roads in the project, Service Agreement for Public Utilities and Roads in the project.

In this regard, the investment in the Additional Investment Assets No. 2 in the amount of not exceeding THB 1,800 million is compared with the total asset value of PROSPECT from the reviewed financial statements of PROSPECT ended March 31, 2022, which is equal to THB 3,534.69 million. As the result, the transaction size of the acquisition of assets is equal to 50.92 percent of the total asset value of PROSPECT.

In addition, entering into a transaction with Prospect Development Co., Ltd. (“**Asset Owner**” or “**Prospect Development**” or “**PD**”), the owner of the assets in which PROSPECT intends to invest in the Additional Investment Assets No. 2, is related to PROSPECT by being a major shareholder of the Company which is the REIT Manager of PROSPECT, holding 99.99 percent of the Company’s shares, as well as being the current Property Manager of PROSPECT. Therefore, Prospect Development is the connected person to the REIT Manager. In this regard, the investment in the Additional Investment Assets No. 2 as aforementioned is considered as a Connected Transaction between PROSPECT and the persons related to the REIT Manager with the size of transaction equivalent to or exceeding THB 20,000,000 or exceeding 3 percent of the net asset value of PROSPECT

In this regard, the structure of management and related parties of PROSPECT before and after the acquisition of the Additional Investment Asset No. 2 are summarized as follow:

Diagram 1-1: Structure of management and related parties of PROSPECT before the transaction

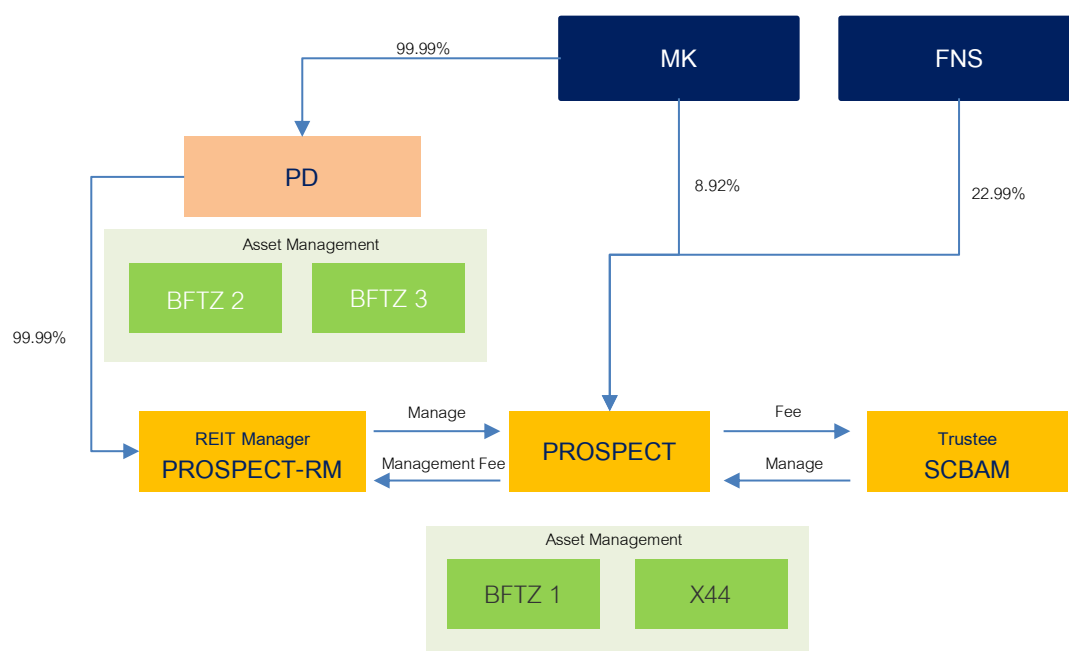
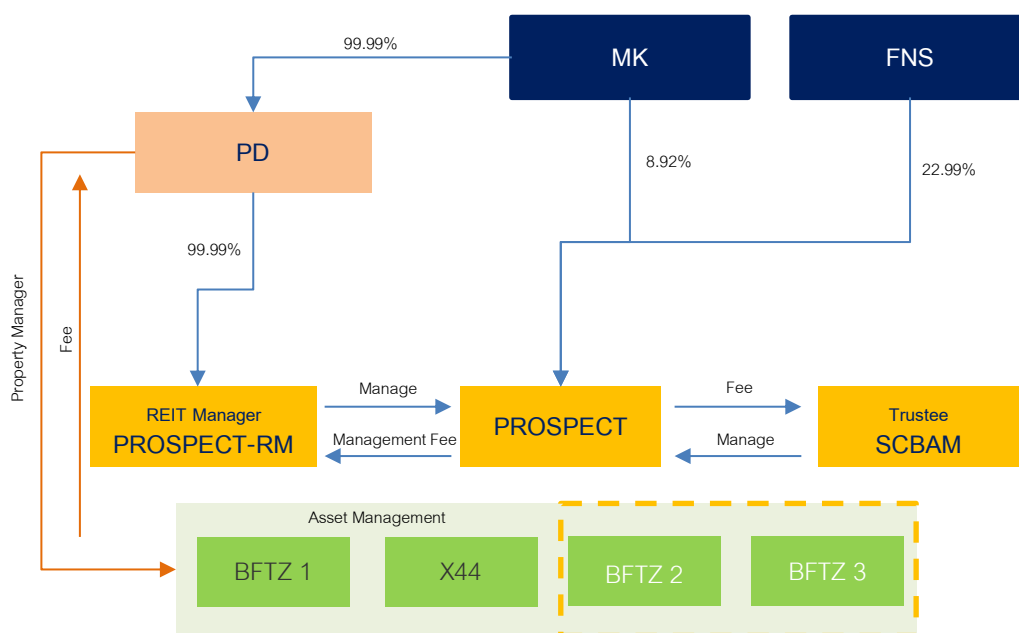


Diagram 1-2: Structure of management and related parties of PROSPECT before the transaction



Source: 1/ The Stock Exchange of Thailand as of the latest book closing date of PROSPECT which is March 4, 2022

Remark:

| | |
|-------------|--|
| PROSPECT | : PROSPECT REIT |
| PROSPECT-RM | : Prospect REIT Management Co., Ltd. (the “Company” or “REIT Manager”) |
| SCBAM | : SCB Asset Management Co., Ltd (“Trustee”) |
| PD | : Prospect Development Co., Ltd. (“Asset Owner”) |
| MK | : M.K. Real Estate Development Public Company Limited |
| FNS | : FNS Holdings Public Company Limited |

The aforementioned transaction will be considered as an Acquisition of Assets and Connected Transaction between PROSPECT and the party related to the Company in its capacity of the REIT Manager of a value equivalent to or greater than THB 20,000,000 and/or exceeding 3 percent of the Net Asset Value of PROSPECT, whichever is higher. Under the Trust Deed of PROSPECT, such transaction must be approved in the trust unitholders' Meeting by affirmative votes of not less than three-fourths of all trust units of the trust unitholders attending the meeting and having the right to vote. In addition, the private placement of trust units to specific trust unitholders shall not be objected by the trust unitholders for more than 10 percent of all trust units of the trust unitholders attending the meeting and having the right to vote according to Trust Deed and Clause 6 of the Notification No. SorRor.26/2555. Information Memorandum on the PROSPECT's Acquisition of Assets and Related Party Transaction between PROSPECT and Persons Related to REIT Manager is attached with the General Meeting of Trust Unitholders' Invitation Letter (Enclosure 4), in this regard, the REIT Manager has appointed I V Global Securities Public Company Limited as an Independent Financial Advisor to give opinions and analyze information related to the transaction.

In addition, the source of funds for the Additional Investment Asset No. 2 of PROSPECT will come from two parts consisting of:

(1) Fund from the capital increase of PROSPECT by issuing and offering additional trust units to the existing Trust Unitholders and / or to the private placement and/or to FNS Holdings Public Company Limited and/or to M.K. Real Estate Development Public Company Limited and/or to Prospect Development and/or to connected persons of such companies and / or to the public (Public Offering), and

(2) Loans from commercial banks and/or financial institutions. Details of the issuing and offering of additional trust units and borrowing are in accordance with the invitation letter to the Trust Unitholders' meeting to approve the Transaction.

In this regard, the meeting of the REIT Manager's Board of Directors has a resolution to invite to the Meeting of Trust Unitholders of PROSPECT on July 15, 2022, which consists of the agendas relating to the Additional Investment Assets as follows:

Table 1-1: Related agendas to the Additional Investment Assets No. 2 consisting of

| Agendas proposed to the trust unitholders' meeting for approval | Approval Conditions |
|--|--|
| Agenda 2 To consider and approve the investment in the Additional Investment Assets No.2 of PROSPECT | A vote of not less than three-fourths of all votes of trust unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda. |
| Agenda 3 To consider and approve the first capital increase of PROSPECT by the issuance and offering for sale of the newly issued Trust Units | A vote of not less than three-fourths of all votes of trust unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda. |

| Agendas proposed to the trust unitholders' meeting for approval | Approval Conditions |
|--|--|
| Agenda 4 To consider and approve the offering of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies | A vote of not less than three-fourths of all votes of trust unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda and There must be <u>no objection</u> more than 10 percent of the total votes of the Trust Unitholders attending the meeting and having the right to vote. |
| Agenda 5 To consider and approve the offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the Trust Units on the Stock Exchange of Thailand | |
| Agenda 5.1 Option 1: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the Trust Units on the Stock Exchange of Thailand by the offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies | A vote of not less than three-fourths of all votes of trust unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda and There must be <u>no objection</u> more than 10 percent of the total votes of the Trust Unitholders attending the meeting and having the right to vote. |
| Agenda 5.2 Option 2: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the Trust Units on the Stock Exchange of Thailand in case there is no offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies | A majority vote of the total number of trust units of the Trust Unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda. |
| Agenda 6 To consider and approve the incurrence of operating expenses relating to the investment in additional main assets of PROSPECT | A majority vote of the total number of trust units of the Trust Unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda. |
| Agenda 7 To consider and approve the amendment to the Trust Deed of PROSPECT (to incur operating expenses relating to the investment in additional main assets of PROSPECT) | A majority vote of the total number of trust units of the Trust Unitholders attending the meeting and having the right to vote, not including the votes from the trust unitholders with a special interest in the proposed agenda. |

The Trust Unitholders' Meeting for such resolutions must be attended by at least 25 trust unitholders, or not less than half of all trust unitholders, and the trust unitholders present must collectively hold at least one third of all trust units sold by PROSPECT to constitute a quorum.

However, the REIT Manager has appointed I V Global Securities Public Company Limited as an Independent Financial Advisor (the "Independent Financial Advisor" or "IFA") to give opinions to the trust unitholders regarding reasonableness, fairness of the price and conditions of the transaction between PROSPECT and the person related to the REIT manager.

1.1.2 Categories and Size of the Transaction

Entering into the Investment Transaction in the main Additional Investment Assets No. 2 at this time. There will be transactions that are considered acquisitions of assets and/or connected party transaction can be summarized as follows:

- (1) Acquisitions of Additional Investment Assets No. 2 and the investment in the Additional Investment Assets No. 2 as aforementioned is considered as a Connected Party Transaction between PROSPECT and the persons related to the REIT Manager

Table 1-2: Size of the acquisition of assets

| Size calculation criteria | Calculation formula | Size |
|-----------------------------------|---|---------------|
| Size of the acquisition of assets | $\frac{\text{Value of assets to be additional invested} \times 100}{\text{Total asset value of PROSPECT as of 31 March 2022}}$ $= \{ 1,800^{1/} / 3,534.69 \} \times 100$ | 50.92 percent |

Table 1-3: Size of the connected party transaction

| Size calculation criteria | Calculation formula | Size |
|---|--|---------------|
| Size of the connected party transaction | $\frac{\text{Value of assets to be additional invested} \times 100}{\text{Total asset value of PROSPECT as of 31 December 2018}}$ $= \{ 1,800^{1/} / 2,326.22 \} \times 100$ | 77.38 percent |

Remarks: 1/ To be paid on the PROSPECT's investment date in the Additional Investment Assets No. 2

The value of the main Additional Investment Assets No. 2 shall be at the total value of not exceeding THB 1,800 million consist of:

(A) Land sublease fee and fee for the ownership over parts of the buildings, including component parts of the land and buildings for the Bangkok Free Trade Zone 2 Project (Theparak Road) (excluding the sublease fee with respect to the parts of land which PROSPECT is obligated to make yearly payment to the Asset Owner after the date on which PROSPECT enters into the investment as specified under the asset sublease agreement made with the Asset Owner, the total fee of which amounts to not exceeding Baht 106 million); and

(B) Ownership fee for parts of the land and buildings, including component parts of the land and buildings for the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19); and

(C) purchase price of relevant movable properties used for the business operation within the Bangkok Free Trade Zone 2 Project (Theparak Road) and the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19); and (D) sublease fee with respect to the roads in the Bangkok Free Trade Zone 2 (Theparak Road) (exclusive of value added tax, registration fee, transfer fee, and other relevant fees and expenses which shall be borne by PROSPECT).

- (2) PROSPECT will enter into the undertaking agreement with the Asset Owner with respect to the Additional Investment Assets No. 2 for guaranteeing the rental of the Additional Investment Assets No. 2 that has no lessee on the date PROSPECT makes the investment (the "Unoccupied Assets") for a period of 2 years from the date on which PROSPECT makes the investment by compensating the rental for the Unoccupied Assets to PROSPECT in case PROSPECT procures the rental lower than the guaranteed rental. Other conditions are subject to the undertaking agreement to be entered into by and between PROSPECT and the Asset Owner. However, the minimum rental rate that PROSPECT expects to receive are detailed as follows:

| Bangkok Free Trade Zone 2 Project (Theparak Road) | Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) |
|--|--|
| THB 160 per square meter per month | THB 170 per square meter per month |

- (3) PROSPECT will enter into the service agreement for the public utilities and roads with Prospect Development with respect to the Bangkok Free Trade Zone 2 Project (Theparak Road), and the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19). In this regard, Prospect Development will charge the service fees at the starting rate of THB 3 per square meter per month. Other conditions are subject to the service agreement for the public utilities and roads in the project to be entered into by and between PROSPECT and Prospect Development.
- (4) With respect to the consideration payable to the Property Manager, Prospect Development will charge a Property Management Fee (exclusive of value added tax) from PROSPECT, which consist of the following:
- (1) Management Fee at the rate of 3 percent of the rental and service fees
 - (2) Incentive fee at the rate of 5 percent of the results of the property management
 - (3) Lessee procurement fee (in case the Property Manager recommends or procures a lessee)
 - (A) New lessees with the lease period equal to or more than 3 years, but not more than 3 years and 1 month, the Property Manager is entitled to a fee equivalent to the amount of 1 month rental that PROSPECT will receive. In the case of a lease less than 3 years, the Property Manager is entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months. In the case where the period is more than 3 years and 1 month, but not more than 9 years, the Property

Manager is entitled to a fee equivalent to the amount of 1.5 months rental that PROSPECT will receive. In the case where the period is more than 9 years, the Property Manager is entitled to a fee equivalent the amount of 2 months rental that PROSPECT will receive.

- (B) Current lessees who will renew the lease agreement and the service agreement with PROSPECT with the lease period equals to or more than 3 years, but not more than 3 years and 1 month, the Property Manager is entitled to a fee equivalent to the amount of 0.5 month rental that PROSPECT will receive. In the case of a lease more than 1 year but less than 3 years, the Property Manager is entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months. In the case where the period is more than 3 years and 1 month, but not more than 9 years, the Property Manager is entitled to a fee equivalent to the amount of 0.75 month rental that PROSPECT will receive. In the case where the period is more than 9 years, the Property Manager is entitled to a fee equivalent to the amount of 1 month rental that PROSPECT will receive.

The conditions are in accordance with the Property Manager Appointment Agreement that PROSPECT will enter into with Prospect Development.

1.1.3 Transaction date

After Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust ("PROSPECT" or the "Trust" or "REIT") obtaining the approval from the Trust Unitholders' Meeting (This will be held on July 15, 2022) regarding the investment in BFTZ 2 and BFTZ 3 Project ("**Additional Investment Assets No. 2**") and the Office of the Securities and Exchange Commission (the "SEC") for the related issues, and/or all additional trust units of PROSPECT have already been issued and offered for sale, and the parties to the agreements in relation to the acquisition of assets of PROSPECT have already satisfied all the condition precedents of such agreements.

1.1.4 Parties involved and Relationship

- (1) The acquisition of Additional Investment Assets No. 2 of PROSPECT and entering into the Transaction with the person related to the REIT Manager

| | | |
|--------|---|--|
| Buyer | : | SCB Asset Management Co., Ltd as the trustee of PROSPECT |
| Seller | : | Prospect Development Co., Ltd. (" Asset Owner " or " Prospect Development " or "PD"), the owner of the assets in which PROSPECT intends to invest in the Additional Investment Assets No. 2, is related to PROSPECT by being a major shareholder of the Company which is the REIT Manager of PROSPECT, holding 99.99 percent of the Company's shares, as well as being the current Property Manager of PROSPECT. |

Relationship : Prospect Development Co., Ltd. being a major shareholder of the Company which is the REIT Manager of PROSPECT, holding 99.99 percent of the Company's shares, as well as being the person that PROSPECT wishes to appoint as a Property Manager for the Additional Investment Assets No. 2 after the acquisition of such assets, as well as owning the asset that PROSPECT intends to invest in the Additional Investment Assets No. 2.

General information of the seller and the sub-lessor

Prospect Development Co., Ltd. ("Prospect Development" or "PD")

Table 1-4: Brief information of PD

| | |
|--------------------------------|---|
| Name of the company | : Prospect Development Co., Ltd. |
| Date of establishment | : September 23, 2003 |
| Registered Number | : 0107554823247 |
| Location | : No. 345, 345 Surawong Building, 5th Floor, Surawong Road, Suriyawong Subdistrict, Bangrak District, Bangkok 10500 |
| Registered and Paid-up Capital | : THB 2,260,000,000 |

Source: Business Online PLC

In this regard, list of shareholders and directors of PD as follows:

(A) Directors

Table 1-5: List of directors of PD as of April 25, 2022

| No. | Name | Position |
|-----|---------------------------|---------------------|
| 1 | Mr. Vorasit Pokachaiyapat | Authorized Director |
| 2 | Mrs. Sutida Suriyodorn | Authorized Director |
| 3 | Miss Rachanee Mahatdetkul | Authorized Director |
| 4 | Miss Dusadee Tancharoen | Authorized Director |

Source: Business Online PLC

Remarks: Two of the above directors co-signing together with the company's seal

(B) Shareholders

Table 1-6: List of shareholders of PD as of April 25, 2022

| No. | Name | No. of shares (Shares) ^{1/} | Percentage |
|--------------|--|--------------------------------------|-----------------|
| 1 | M.K. Real Estate Development PCL. ("MK") <i>(Trust Unitholders of PROSPECT, in which MK holds approximately 8.92 percent of the total number of units sold)</i> | 2,259,999,980 | 99.9999 |
| 2 | Mr. Vorasit Pokachaiyapat | 10 | 0.0001 |
| 3 | Mrs. Sutida Suriyodorn | 10 | 0.0001 |
| Total | | 226,000,000 | 100.0000 |

Source: Business Online PLC

Remarks: 1/ Par Value THB 10.00

2/ Unitholders can study more information of MK on www.set.or.th

1.1.5 Details of the Additional Investment Assets No. 2 by PROSPECT

The Additional Investment Assets No. 2 consist of:

1. Sub-leasehold rights over part of the land with the term of not exceeding 28 years from the commencement of the lease, and ownership over parts of the buildings of the Bangkok Free Trade Zone 2 Project (Theparak Road) as follows:
 - (1) Land with the area of approximately 23 rai, 95.25 square wah; and
 - (2) Factory buildings, warehouses, and offices, totaling 7 buildings, with the total building area of approximately 20,996 square meters
2. Ownership over parts of the land and buildings of the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) as follows:
 - (1) Land with the area of approximately 53 rai, 3 ngan, 91.2 square wah; and
 - (2) Factory buildings, warehouses and offices, totaling 6 buildings, with the total building area of approximately 49,133 square meter

The total areas of Additional Investment Assets No. 2 are the land area of approximately 77 rai, 86.45 square wah, a factory building, warehouse, and office area of approximately 70,129 square meters.

Table 1-7: Summary of the Additional Investment Assets^{1/}

| Asset Type | Bangkok Free Trade Zone 2 Project (Theparak Road) | Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km.19) |
|---|--|--|
| Nature of Acquisition of PROSPECT's Asset | Leasehold right of parts of the land and buildings for not exceeding 28 years from the commencement date of the lease period, ownership over parts of the buildings, and the relevant movable properties | Ownership over parts of the land, buildings in the project and the relevant properties |
| Land | Approximately 23 rai, 95.25 square wah | Approximately 53 rai, 3 ngan, 91.2 square wah |
| Building | Ownership over 7 buildings with the total area of approximately 20,996 square meters | Ownership over 6 buildings with the total area of approximately 49,133 square meters ^{3/} |
| Average building age ^{2/} | 1.3 years | 0.6 year |
| Location | 98/17-98/28 Soi Jong Charoen, Theparak Road (HWY 3268), Bang Sao Thong Subdistrict, Bang Sao Thong District, Samut Prakan Province | Suwannabhumi Canal Road, Bang Pla Subdistrict, Bang Phli District, Samut Prakan Province |
| Title Deed | Title Deed no. 23425 and 23427-23428, 3 plots of land with an area of 30-1-94.9 rai or 12,194.9 square wah, assets to be sub-leased | Title Deed, 3 plots of land with an area of 53-3-91.2 rai or 21,591.2 square wah |

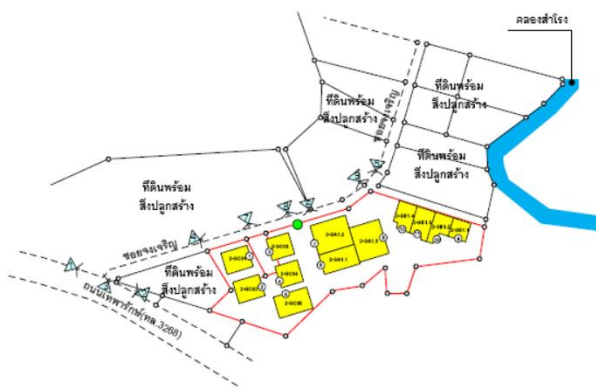
| | | |
|-----------------------------|--|--|
| | with an area of 23-0-95.25 rais or 9,295.25 square wah | |
| Building and construction | Office building and warehouse Total 7 houses (12 units) | Office building and warehouse Total 6 houses (23 units) |
| Ownership Right on Land | ChiaoChan Property Co., Ltd. | Prospect Development Co., Ltd. |
| Ownership Right on Building | Prospect Development Co., Ltd. | Prospect Development Co., Ltd. |

Source: Information from the Company and the appraisal report

Remarks:

- 1/ As of the date PROSPECT expects to invest, which is no later than January 1, 2023
- 2/ Average building age as of the prospective investment date by PROSPECT on January 1, 2023
- 3/ The building is currently under construction, which will be completed before the prospective investment date by PROSPECT on January 1, 2023

Diagram 1-3: Property Diagram and the location of the BFTZ 2 Project



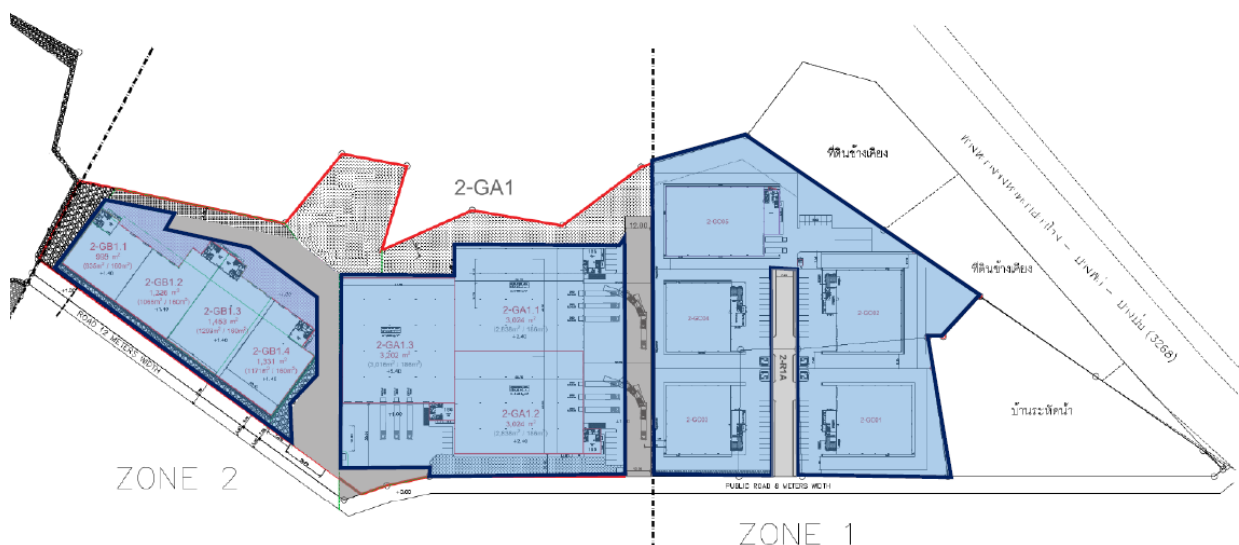


Table 1-8: Building Type and the Building of BFTZ 2

| No. | Building No. | Building Code | List of buildings and structures | Total usable area (sq.m.) | Title Deed No. |
|-------|--------------|---------------|----------------------------------|---------------------------|-----------------|
| | 98/17 | 2-GC01 | Mini Factory | 1,300 | 23427 and 23428 |
| 2 | 98/18 | 2-GC02 | Mini Factory | 1,320 | 23427 and 23428 |
| 3 | 98/19 | 2-GC03 | Mini Factory | 1,140 | 23427 and 23428 |
| 4 | 98/20 | 2-GC04 | Mini Factory | 1,140 | 23427 and 23428 |
| 5 | 98/21 | 2-GC05 | Mini Factory | 1,766 | 23425 |
| 6 | 98/22 | 2-GA01.1 | Warehouse | 3,049 | 23425 |
| 7 | 98/23 | 2-GA01.2 | Warehouse | 3,049 | 23425 |
| 8 | 98/24 | 2-GA01.3 | Warehouse | 3,227 | 23425 |
| 9 | 98/25 | 2-GB01.1 | Stand alone factory | 995 | 23425 |
| 10 | 98/26 | 2-GB01.2 | Stand alone factory | 1,226 | 23425 |
| 11 | 98/27 | 2-GB01.3 | Stand alone factory | 1,453 | 23425 |
| 12 | 98/28 | 2-GB01.4 | Stand alone factory | 1,331 | 23425 |
| Total | | | | 20,996 | Sq.m. |

Source: Information from the Company and the appraisal report

Diagram 1-4: Property Diagram and the location of the BFTZ 3 Project



Table 1-9: Building Type and the Building of BFTZ 3

| No. | Building No. | Building Code | List of buildings and structures | Total usable area (sq.m.) | Title Deed No. |
|-----|--------------|---------------|--------------------------------------|---------------------------|----------------|
| 1 | - | 3-FA1.1 | Warehouse and Office building | 1,987 | 26143 |
| 2 | - | 3-FA1.2 | Warehouse and Office building | 1,987 | 26143 |
| 3 | - | 3-FA1.3 | Warehouse and Office building | 1,723 | 26143 |
| 4 | - | 3-FA2.1 | Warehouse and Office building | 1,987 | 26143 |
| 5 | - | 3-FA2.2 | Warehouse and Office building | 1,987 | 26143 |
| 6 | - | 3-FA2.3 | Warehouse and Office building | 1,987 | 26143 |
| 7 | - | 3-FA2.4 | Warehouse and Office building | 1,723 | 26143 |
| 8 | - | 3-FA3.1 | Factory building and Office Building | 2,287 | 26140 |
| 9 | - | 3-FA3.2 | Factory building and Office Building | 2,287 | 26140 |
| 10 | - | 3-FA3.3 | Factory building and Office Building | 2,287 | 26140 |
| 11 | - | 3-FA3.4 | Factory building and Office Building | 2,287 | 26140 |
| 12 | - | 3-FA4.1 | Factory building and Office Building | 1,927 | 26140 |
| 13 | - | 3-FA4.2 | Factory building and Office Building | 1,927 | 26140 |
| 14 | - | 3-FA4.3 | Factory building and Office Building | 1,927 | 26140 |
| 15 | - | 3-FA4.4 | Factory building and Office Building | 1,927 | 26140 |
| 16 | - | 3-FA5.1 | Factory building and Office Building | 2,287 | 26142 |
| 17 | - | 3-FA5.2 | Factory building and Office Building | 2,287 | 26142 |
| 18 | - | 3-FA5.3 | Factory building and Office Building | 2,287 | 26142 |
| 19 | - | 3-FA5.4 | Factory building and Office Building | 2,287 | 26142 |

| No. | Building No. | Building Code | List of buildings and structures | Total usable area (sq.m.) | Title Deed No. |
|-------|--------------|---------------|--------------------------------------|---------------------------|----------------|
| 20 | - | 3-FA6.1 | Factory building and Office Building | 2,437 | 26142 |
| 21 | - | 3-FA6.2 | Factory building and Office Building | 2,437 | 26142 |
| 22 | - | 3-FA6.3 | Factory building and Office Building | 2,437 | 26142 |
| 23 | - | 3-FA6.4 | Factory building and Office Building | 2,437 | 26142 |
| Total | | | | 49,133 | Sq.m. |

Source: Information from the Company and the appraisal report

1.1.6 Total Valuation of Consideration / Total Value of Investment and Basis Used to Determine the Value of Total Consideration Paid

(1) Total Valuation of Consideration / Total Value of Investment

The investment in the Additional Investment Assets by PROSPECT shall be no more than THB 1,800 million in total (to be paid on the date of PROSPECT's investment in the Additional Investment Assets No. 2), comprised of: (a) land sublease fee and fee for the ownership over parts of the buildings, including component parts of the land and buildings for the Bangkok Free Trade Zone 2 Project (Theparak Road) (excluding the sublease fee with respect to the parts of land which PROSPECT is obligated to make yearly payment to the Asset Owner after the date on which PROSPECT enters into the investment as specified under the asset sublease agreement made with the Asset Owner, the total fee of which amounts to not exceeding Baht 106 million; and (b) ownership fee for parts of the land and buildings, including component parts of the land and buildings for the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19); and (c) purchase price of relevant movable properties used for the business operation within the Bangkok Free Trade Zone 2 Project (Theparak Road) and the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19); and (d) sublease fee with respect to the roads in the Bangkok Free Trade Zone 2 (Theparak Road) (exclusive of value added tax, registration fee, transfer fee, and other relevant fees and expenses which shall be borne by PROSPECT).

The Investment Value for the Additional Investment Assets No. 2 shall have the total value in the amount of not exceeding THB 1,800 million (excluding any value added tax, as well as other relevant fees and expenses) which is a value that is higher than the lowest appraisal value of the Additional Investment Asset No. 2 as assessed by the Appraisers by approximately 3.18 percent by applying the income approach method according to PROSPECT's structure.

The Company has hired 2 appraisers, namely: Siam City Appraisal Co., Ltd. ("Siamcity") and 15 Business Advisory Limited ("15 Business") to appraise the value of the Additional Investment Assets No. 2. Summary of the appraisal report that PROSPECT will invest additionally by using the income approach method of the two independent appraisers shall be summarized as follows:

(2) Table 1-10: Summary of the appraised value of the asset that PROPECT will additionally invest in by independent appraisers

| Items | Appraisal Value by independent appraisers | |
|---|---|----------------------|
| | Siamcity | 15 Business |
| Appraised Value | THB 1,768.55 million | THB 1,747.10 million |
| Investment Value | Not exceeding THB 1,800.00 million | |
| Appraisal Value higher (lower) than Investment Value (Percentage) | (1.78 percent) | (3.03 percent) |

In this regard, Trust Unitholders can view more details of the property appraisal of two appraisers in section 2.5.1 and Attachment 3, the appraisal report of the Additional Investment Assets No. 2 by PROSPECT.

(3) Criteria for determining the value of the consideration

- 2.1 The value of the main Additional Investment Assets No. 2 and the yearly sublease fee after the date on which PROSPECT enters into the investment with the Asset Owner will be determined by the return rate from the rent and the appraised values obtained by from the appraisal report of the two independent appraisers.
- 2.2 The service fees for public utilities and roads in the project will be at the rate as agreed between PROSPECT and Prospect Development. After considering the financial estimates of PROSPECT prepared based on the rate of service fees fixed in the service agreement for the public utilities and roads, such service fees shall not diminish the benefit of PROSPECT while PROSPECT shall have a reasonable operating margin.
- 2.3 As for the Property Management Fee rate, which shall be specified in the Property Manager Appointment Agreement, shall be in accordance with the agreed rates between PROSPECT and Prospect Development, and based on the financial projections of PROSPECT prepared by using the Property Management Fee rate as will be specified in the Property Manager Appointment Agreement, such Property Management Fee calculation shall not diminish the benefit of PROSPECT while PROSPECT shall have a reasonable operating margin. The said rate of consideration payable to the Property Manager shall be comparable to the Property Management Fee rate of the other property funds and real estate investment trusts that have similar property management scope of service as PROSPECT's and the current consideration payable to the Property Manager for Property Management of PROSPECT.

1.1.7 Source of Fund for the investment in the Additional Investment Assets

The source of funds to be used for the investment in the Additional Investment Assets by PROSPECT will be obtained from 2 sources consist of:

- (1) The funds from PROSPECT's capital increase by the issuance and offering for sale of additional trust units at the amount not exceeding 180,000,000 units. The offering may be divided into 2 options as follows:

Option 1: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand by the offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies

Part 1: To allocate not less than 50 percent of all additional trust units issued and offered for sale in this capital increase to the existing trust unitholders whose names appear in the register book of trust unitholders as at the date on which the trust unitholders who are entitled to subscribe for the trust units are listed (Record Date) in accordance with the proportion of trust unitholding. However, the additional trust units will not be offered for sale to trust unitholders which may cause any violation to laws or regulations of foreign countries, or result in additional burden or action to be taken by PROSPECT further to those required by Thai laws. The existing trust unitholders may declare their intention to subscribe for the amount of the additional trust units offered for sale in this time at the amount they are entitled to be allocated, more than the amount they are entitled to be allocated, less than the amount they are entitled to be allocated, or they may waive their rights to subscribe for additional trust units offered for sale in this time.

Part 2: To allocate the trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies. The number of trust units to be allocated to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies, when combined with Part 1, shall not exceed 35 percent of all trust units to be issued and offered for sale in this capital increase.

Part 3: To allocate the remaining trust units after the offering for sale in the Part 1 and Part 2 to (1) persons on a private placement basis and/or (2) the general public, as it deems appropriate, according to the Notification TorThor. 27/2559 and other related notifications in the same offering price with the offering of additional trust units in Part 1 and Part 2.

In the event that there are trust units remaining after the offering for sale through a Private Placement and/or a Public Offering, the Company reserves the right, as it deems appropriate, to allocate the remaining trust units to the subscribers who are entitled to subscribe for the additional trust units in Part 1 and have declared their intention to subscribe to trust units in excess of the amount they are entitled to, at the same time or after the allocation of trust units in Part 3 or none.

Option 2: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand in case there is no offering for sale of parts of Trust Units specifically to

FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies

Part 1: To allocate not less than 50 percent of all additional trust units issued and offered for sale in this second capital increase to the existing trust unitholders whose names appear in the register book of trust unitholders as at the date on which the trust unitholders who are entitled to subscribe for the trust units are listed (Record Date) in accordance with the proportion of trust unitholding. However, the additional trust units will not be offered for sale to unitholders which may cause any violation to laws or regulations of foreign countries, or result in additional burden or action to be taken by PROSPECT further to those required by Thai laws. The existing trust unitholders may declare their intention to subscribe for the amount of the additional trust units offered for sale in this time at the amount they are entitled to be allocated, more than the amount they are entitled to be allocated, less than the amount they are entitled to be allocated, or they may waive their rights to subscribe for additional trust units offered for sale in this time.

After the allocation of trust units in Part 1 to the existing trust unitholders based on their entitlement, the Company shall allocate the remaining trust units to the existing trust unitholders who have declared their intention to subscribe to trust units in excess of the amount they are entitled to, as it deems appropriate, at the same time or after the allocation of trust units in Part 2 or none. In the event the allocation according to the prescribed ratio results in any existing trust unitholders having the right to subscribe for a fraction of a Trust Unit that cannot be allocated as a full Trust Unit, such a fraction of a Trust Unit shall be rounded down to the nearest whole number.

Part 2: To allocate the remaining trust units after the offering for sale in the Part 1 to: (1) persons on a private placement basis and/or (2) the general public, as it deems appropriate, according to the Notification TorThor. 27/2559 and other related notifications.

In the event that there are trust units remaining after the offering for sale through a Private Placement and/or Public Offering, the Company reserves the right, as it deems appropriate, to allocate the remaining trust units to the subscribers who are entitled to subscribe for the additional trust units in Part 1 and have declared their intention to subscribe the trust units in excess of the amount they are entitled to, at the same time or after the allocation of trust units in Part 2 or none.

The details as appeared in the Invitation to the Extraordinary General Meeting of Trust Unitholders, the Registration Statement for Offer for Sale of trust units, and/or the Prospectus in this first capital increase of PROSPECT shall be deemed as the number of trust units to be allocated and the allocation method to each type of investors.

In any event, the above allocation by the Company shall not cause any investor or group of persons to become a Trust Unitholder of PROSPECT holding more than 50 percent of the total number of trust units of PROSPECT issued and sold.

In this regard, the Company shall file an application to the Stock Exchange of Thailand for its approval to list the additional trust units issued and offered for sale of PROSPECT as listed securities within 45 days from the Closing Date of the offer for sale of the trust units.

- (2) Long-term loans in the amount of not exceeding THB 750 million

Capital structure for the Investment in the Additional Investment Assets No. 2 can be summarized as follows:

Table 1-11: Capital structure for the Investment in the Additional Investment Assets No. 2

| Source of fund | THB Million | Proportion (%) |
|--|------------------------|---------------------|
| 1. PROSPECT's capital increase | 1,223.82 ^{1/} | 65.00 ^{2/} |
| 2. Long-term loans from the financial institutions | 658.98 ^{1/} | 35.00 ^{2/} |
| Total | 1,882.80 | 100.00 |

Source: REIT Manager of PROSPECT

Remarks: 1/ Estimated from the proportion of capital structure at debt-to-asset ratio of 35 percent which may be changed from the above. The long-term loan has a limit of not more than THB 750 million.

2/ The proportion of the capital structure used in the acquisition of assets may change from the above.

1.1.8 Related Contracts

In the investment in the Additional Investment Assets No. 2, PROSPECT will make the investment by entering into:

- (1) Agreement to Sell and Purchase Land and Building with the Asset Owner;
- (2) Land Sublease Agreement with the Asset Owner;
- (3) Agreement to Sell and Purchase Factory Building, Warehouses, and Offices with the Asset Owner;
- (4) Movable Property Sales and Purchase Agreement with the Asset Owner who is the owner of other assets in the project; and
- (5) Any other relevant agreement, e.g., Property Manager Appointment Agreement, Sublease Agreement for Roads in the project, Servitude Agreement with respect to the roads in the project, Service Agreement for Public Utilities and Roads in the project.

The summary of the draft of such relevant contracts will be as shown in attachment 2 of this report.

| | |
|-----|---|
| 1.2 | Summary of Important Information of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust |
|-----|---|

The details will appear in *Attachment 1* of this Independent Financial Advisor report

| | |
|-----|---------------------------------|
| 1.3 | Summary of Pertinent Agreements |
|-----|---------------------------------|

The details will appear in *Attachment 2* of this Independent Financial Advisor report

| | |
|-----|---|
| 1.4 | Summary of Appraisal Report of Additional Investment Assets No. 2 of PROSPECT |
|-----|---|

The details will appear in *Attachment 3* of this Independent Financial Advisor report

This page intentionally left blank

Part 2: Reasonableness of Acquisition of Additional Investment Assets No.2 of PROSPECT and entering into transaction with Connected Persons to the REIT Manager

2.1 Objective and Necessity of Entering into the Transaction

The entering into the transaction of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust (the “Trust” or “PROSPECT”) which is considered as asset acquisitions and connected transactions with Prospect REIT Management (the “Company” or “REIT Manager”). The objective is to additionally invest in Additional Investment Assets No. 2 (“Additional Investment Assets”) from Prospect Development Company Limited (“Asset Owner” or “Prospect Development” or “PD”). The Additional Investment Assets No. 2 consist of:

- (1) Sub-leasehold rights over part of the land with the term of not exceeding 28 years from the commencement of the lease, and ownership over parts of the factory buildings, warehouses, and offices, of the Bangkok Free Trade Zone 2 Project (Theparak Road) (“Bangkok Free Trade Zone 2 Project” or “BFTZ 2 Project”)
- (2) Ownership over parts of the land and buildings of the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) (“Bangkok Free Trade Zone 3 Project” or “BFTZ 3 Project”)
- (3) Ownership over movable properties used for the business operation within BFTZ 2 and BFTZ 3 Project

Investment transaction is at the total value of not exceeding Baht 1,800 million excluding the sublease fee with respect to the parts of land which PROSPECT is obligated to make yearly payment to the Asset Owner after the date on which PROSPECT enters into the investment as specified under the asset sublease agreement made with the Asset Owner, the total fee of which amounts to not exceeding Baht 106 million.

In order to comply with an investment policy and objective of the establishment of PROSPECT, the Board of Directors of the REIT Manager has considered details of the transaction and has an opinion that the assets that the Trust plans to invest have been selected, studied, analyzed, examined and evaluated accordingly, such as due diligence, both in terms of legal issues and worthiness of assets’ value to be acquired.

The Acquisition of Additional Investment Assets is in accordance with the investment policy of PROSPECT which focuses on investing in real estates or leasehold rights, as well as the right to sublease high quality warehouses, factory buildings and other related assets with the appropriate revenue and income generating. The trust focuses on providing benefits in the form of rental fee for benefits to the Trust and the trust unitholders.

In addition, the Acquisition of Additional Investment Assets No. 2 offers an attractiveness of PROSPECT to investors because an increase in the Trust’s asset size, market value, and income from asset utilization. This investment also provides a return, to the trust unitholders in the first year after the Acquisition of Additional Investment Assets, which is not less than those offered in the past.

2.2 Advantages, Disadvantages and Risks of Entering into Assets Acquisition Transaction

2.2.1 Advantages of Entering into the Assets Acquisition Transaction

- (1) It is an investment in assets with high potential and an opportunity to generate revenues and additional earnings for PROSPECT

Assets that PROSPECT will acquire from entering into this transaction are assets of the BFTZ 2 Project and the BFTZ 3 Project, which is a potential location. The location of the project is close to the center of major industrial and logistics, including the airport (Suvarnabhumi Airport and Don Mueang Airport), the port (Bangkok Port and Laem Chabang Port) that connects via various main roads which is a location that is a link between production bases and transportation of goods by land, air and water.



Distance from BFTZ 2

| | |
|----------------------|--------|
| Suvarnabhumi Airport | 25 Km. |
| Bangkok Port | 38 Km. |
| Don Mueang Airport | 61 Km. |
| Laem Chabang Port | 85 Km. |

Distance from BFTZ 3

| | |
|----------------------|--------|
| Suvarnabhumi Airport | 23 Km. |
| Bangkok Port | 36 Km. |
| Don Mueang Airport | 62 Km. |
| Laem Chabang Port | 91 Km. |

Source: bangkokfreetradezone.com

Moreover, the BFTZ 2 Project and the BFTZ 3 Project have similar characteristics and locations to the projects currently invested by PROSPECT, namely the Bangkok Free Trade Zone 1 Project (Bangna-Trad, km. 23) ("BFTZ 1 Project") and X44 Project (Bangna-Trad, km. 18) ("X44 Project"). As for the BFTZ 1 Project that PROSPECT invests in, there is an average occupancy rate of approximately 92.98 percent in 2020 (Aug - Dec 2020), 96.55 percent in 2021 and 92.28 percent in 2022 (Jan – Feb 2022), which is considered a high level as well as the X44 Project, a building built according to customer requirements (Built-to-Suit). There is one tenant who rents the whole area for a period of not less than 9 years, which is renewable. For this reason, it presents the potential of the area in the said location. For the BFTZ 2 Project and the BFTZ 3 Project that PROSPECT will consider investing in this time, it is expected that the occupancy rate is similar to that of the BFTZ 1 Project. Additionally, Prospect Development which the Asset Owner agrees to pay rent of leased spaces for warehouse buildings or factories that has not yet been occupied by tenants for the first 2 years from the first date PROSPECT makes the investment, including compensation for the deficit from the minimum rental rate to PROSPECT in the case that the rental fee is less than the specified minimum rate. Namely, the BFTZ 2 Project is THB 160 per square meter per month and the BFTZ 3 Project

is THB 170 per square meter per month which will guarantee the minimum income to PROSPECT during the said period. Besides, for the BFTZ 2 Project, there are a variety of warehouse and factory buildings that can support various business operations of sub-tenant customers. And the BFTZ 3 Project, there is also an area that is a Free Zone, which is a high demand area for many entrepreneurs. Therefore, the PROSPECT's investment in this time is an investment that will increase the source of income and generate more returns for Trust Unitholders. It is expected that revenue will increase from investment in partial assets in the BFTZ 2 Project and the BFTZ 3 Project by approximately THB 149.91 million per year. *(Trust Unitholders can study the information on financial projections as shown in section 2, Item 2.5.2 of this report)*

(2) It is an investment that will help create a worthwhile return to Trust Unitholders

The IFA has the opinion that the investment in partial assets in the BFTZ 2 Project and BFTZ 3 Project has an interesting rate of return on investment to Trust Unitholders. The annual equity internal rate of return (Equity IRR) equals to 8.74 percent which is more than cost of equity of trust unitholders. *(Trust Unitholders can study the information on internal rate of return as shown in section 2, Item 2.5.2 of this report)*

(3) It helps to diversify the risk in the procurement of benefits from immovable properties

Such investment in the main assets for the Additional Investment Assets No.2 will help diversify the risks and enhance diversity in the source of income. At present, PROSPECT has assets invested in the BFTZ 1 Project, which has a land area of approximately 214-1-88.8 rai and a building area of approximately 219,116 square meters, and the X44 Project, which has an area of approximately 2 rai, 3 ngan, and a building area of approximately 3,087 square meters. It is 186 units in total. If PROSPECT has invested in the additional investment assets in this time, this will cause PROSPECT's assets to have an increase in land area of approximately 77 rai 86.45 square wa and an increase of approximately 70,129 square meters of factory, warehouse, and office space. Thus, this additional investment of PROSPECT will not only help reduce its dependence on the current source of income from the two projects, but also generate income from all four projects. Besides, there are various types of warehouse and factory buildings for rent to meet the needs of each individual sub-lessee customer, such as a warehouse, a stand-alone factory or an instant mini factory including choice of area: in both general industrial zones and free trade zones, etc. As sub-lessee customers come from a variety of industries, this will help diversify risks and reduce the impact that may arise from various unstable economic conditions.

(4) An investment in good return-generating assets that increase in the Trust's asset size which increases an attractiveness of the Trust towards investors and supports the trading liquidity of trust units

After the Acquisition of Additional Investment Assets No. 2, the Trust shall have an increase in assets and investment income of approximately THB 1,800 million and the Trust currently have assets of THB 3,534.69 million and net assets of THB 2,326.22 million *(based on the financial statements as of March 31, 2022)*,

then, the Trusts will have total assets of THB 5,334.69 million (*based on the financial statements as of March 31, 2022 and adjusted with assets acquisition from this transaction*). Moreover, the investment in good return-generating assets will increase revenue and income to the Trust. Additionally, the increase in assets and income shall lead to positive effect and increase investors' confidence which shall affect the attractiveness of investment in the Trust towards the perspective of general investors in which it is one of factors that shall support the trading liquidity of trust units in the future.

(5) It helps increase the continuity of PROSPECT's income and cash flow.

This additional investment in assets will not only increase revenue and additional cash flow from the existing assets to PROSPECT. Such additional assets include the sub-leasehold right over the land with a longer contractual lease term or approximately not more than 28 years, and the ownership of land and buildings without a limitation period which will enable PROSPECT to generate more returns to PROSPECT's unitholders in the long term and continuously. Currently, the majority of PROSPECT's assets are immovable properties that are sub-leasehold right over land and buildings, which has a term of approximately 19 years and has a remaining term of approximately 17 years. However, PROSPECT has the option to extend the lease term upon the expiration of the contract, which is subject to terms, conditions and rental compensation rates as agreed upon by the parties.

(6) An investment that is in line with investment policy of the Trust

The investment policy of PROSPECT is to investment in potential assets including warehouses, factories and related assets that generate appropriate revenue and income. Investments in partial assets in the BFTZ 2 Project and BFTZ 3 Project are the investment in leasehold rights, freehold land and assets including warehouses and factories on the potential areas which is in line with investment policy of the Trust to generate revenue and return for benefits of the trust unitholders continuously in the long term.

2.2.2 Disadvantages of Entering into the Assets Acquisition Transaction

(1) PROSPECT could have a higher debt-to-asset ratio (Debt Ratio)

According to this investment in the Additional Investment Assets, the Trust shall have part of its funding through a borrowing from financial institutions not exceeding of 35 percent of additional investment value which is approximately in amount of THB 658.98 million (in case of 35 percent of investment including other related expenses). In this regard, the borrowing credit is in amount of THB 750 million and in case of maximum credit borrowing of THB 750 million, resulting in an increase in a debt to total assets ratio (Debt Ratio) from 28.72 percent to not exceeding 33.09 percent (*based on the financial statements as of March 31, 2022 and adjusted with liabilities and assets arising from this Transaction*). However, the capital structure to be utilized in the investment in the Additional Investment Assets by the Trust shall be considered from the suitability of PROSPECT's debt to equity ratio, and the current condition of the capital

and bond market. In addition, the REIT Manager together with a review by trustee shall have to manage the Trust's capital structure not to exceed a debt to total assets ratio as specified in the Notification of the Capital Market Supervisory Board No. Tor.Jor. 49/2555 Re: Issuance and offering of trust units for real estate investment (and its amendments).

(2) Increase in interest burdens from borrowings and principal repayment from borrowings for the Trust

According to this investment, PROSPECT shall raise part of the funding through borrowing from financial institutions, resulting in an interest burden from the borrowings and principal repayment from borrowings. However, when considering operating cash flow of the Trust after this transaction, the IFA has an opinion that PROSPECT can use cash flow from operation to pay for interest burden and principal repayment sufficiently.

(3) There will be more connected transactions with the connected person of the REIT manager

Since these investments in the Additional Investment Assets are the acquisition of assets of Prospect Development who is a major shareholder of REIT Manager and Property Manager of PROSPECT, which are additional connected transactions with the connected persons of the REIT Manager, there might be some doubts about the independence of the REIT manager. In this regard, the trust unitholders can study the advantages and disadvantages of connected transactions as shown in section 2, Item 2.3 of this report.

However, prior to investing in such assets, the REIT Manager has hired a consultant in making due diligence of information and agreements related to assets and key equipment of Additional Investment Assets. While price of the investment in Additional Investment Assets is based on two independent appraisers, approved by the SEC. In addition, entering into such Connected transaction must go through the process of conducting a related transaction in accordance with the procedure, and be received an approval from the trustee that the transaction was in accordance with the trust deed and related laws. The aforementioned actions are one approach to protect the interests of the Trust in entering into the transaction with the connected persons.

2.2.3 Risks from Entering into an Asset Acquisition Transaction

(1) Risk from the case that PROSPECT cannot procure benefits from the invested assets as planned

PROSPECT has a policy to procure benefits from the investment assets by taking the area of the said assets for rent to small sub-lessees in order to generate commercial income for PROSPECT and create the maximum benefit to Trust Unitholders as a whole. Nevertheless, PROSPECT is at risk that it may not be able to find a new sub-lessee as planned or in the case that the former sub-lessee does not renew the lease and is unable to find a new sub-lessee to replace the former tenant. This will cause a lower occupancy rate and income. However, Prospect Development has agreed to pay the rent of the leased space for the warehouse building or factory that has not yet been occupied by tenants for a period of 2

years from the date PROSPECT make the investment. This is a guarantee of income for PROSPECT during the said period. The REIT Manager expects that the period of 2 years is sufficient for the procurement of new sub-lessees to achieve the occupancy rate as planned. In addition, Prospect Development who will act as the Property Manager according to the policy set by the REIT Manager has experience and expertise in real estate management such as warehouse and factory buildings for rent and has a good familiarity with the assets to be invested in which will be able to manage the core assets to create benefits for PROSPECT and Trust Unitholders as planned.

(2) Risk from the construction of the BFTZ 3 Project that may not be in accordance with the planned schedule

Regarding the BFTZ 3 Project, which is part of the assets that PROSPECT will invest in this time. The building for rent in the BFTZ 3 Project is under construction and is expected to be completed before the date PROSPECT makes the investment which is expected to be completed before January 1, 2023. However, there may be factors or events that may cause construction to be delayed than the planned schedule, such as the epidemic situation of COVID-19 that may delay or halt the construction or other unpredictable events. If the construction plan of the BFTZ 3 Project for rent does not meet the schedule, it may cause the PROSPECT's investment plan in such assets to be delayed more than the scheduled time. Also, it may cause PROSPECT to lose the opportunity to generate additional income and returns as planned or may be affected by the cost of various arrangements or has other additional costs, etc. However, the REIT Manager has plans to regularly monitor the construction status of Prospect Development. Moreover, the said assets are scheduled to be completed several months before the date PROSPECT makes the investment, which is expected to be sufficient for the construction to be completed before the date PROSPECT makes the investment. However, PROSPECT will not invest in such assets until the construction is completed.

(3) Risk that the leasehold right under the main land lease agreement of the BFTZ 2 Project may be canceled or terminated before the expiration.

In investing in the sub-leasehold right over the parts of land and buildings in the BFTZ 2 Project, there is a risk that may arise from the sub-leasehold right that PROSPECT invests under the sublease agreement with PROSPECT. It may be canceled or terminated before the end of the sublease period. As a result of the leasehold right under the land lease agreement between Prospect Development ("PD") and Chiao Chan Property Co., Ltd. ("Main Land Lease Agreement of the Bangkok Free Trade Zone 2 Project" or "Main Land Lease Agreement of the BFTZ 2 Project") may be canceled or terminated before the expiration date for any reason. This will cause PROSPECT to lose the right to own or utilize the said sublease assets. Even if sub-leasehold right over land of PROSPECT has been registered with the relevant officials. This will cause PROSPECT to be unable to utilize the sublease assets according to the intended objectives and may affect operating results and the financial status of PROSPECT. However, in order to prevent such risks, PROSPECT will arrange a land sub-lease agreement between PD and PROSPECT, requiring PD to strictly

comply with the terms and conditions of the main land lease agreement of the BFTZ 2 Project. Plus, PD shall have the duty to notify the trustee of PROSPECT in writing as soon as any incident occurs that may be a default or a breach of such land lease agreement. In the case that the PD does not pay the rent or any other remuneration on the due date to the Chiaoan Property Co., Ltd., PROSPECT has the right to pay rent or any other compensation on behalf of PD in order not to breach the main land lease agreement of the BFTZ 2 Project. In this regard, PD must pay such payments together with interest back to PROSPECT.

(4) Risk that the sublease agreement of the BFTZ 2 Project can not be renewed after the sublease agreement expires.

Due to the investment in the Additional Investment Assets No. 2, PROSPECT will acquire the sub-leasehold right of the BFTZ 2 Project for approximately 28 years (as of the investment date). Prospect Development, as the Asset Owner, has entered into a lease agreement with the owner of the land of the BFTZ 2 Project which is Chiaoan Property Company Limited, for a period of 30 years, from May 16, 2020, to May 15, 2050. And, Prospect Development has entered into a sublease agreement on the land of the BFTZ 2 Project with PROSPECT under the terms of the end of the same rental period. As a result, if the expiration of the lease agreement of Prospect Development (as the Asset Owner), PROSPECT is at risk from the expiration of the sublease agreement and PROSPECT cannot find a new lease agreement which will affect PROSPECT's income, including the ability to pay benefits to Trust Unitholders in the future.

In this regard, the REIT Manager is well aware of this risk and has already provided preliminary information that prior to the expiration of the lease/sublease agreement about 6 years, PROSPECT and Chiaoan Property Company Limited will negotiate to extend the contract. The preparation period is approximately 6 years, which is expected to be sufficient for protecting such risks. In this regard, PROSPECT will gradually invest in additional new assets, so that the proportion of assets of this project has the least impact on PROSPECT's income.

(5) Risk of natural disasters and/or other events that may affect the property of PROSPECT

Additional Investment Assets to be acquired at this time may be exposed to risks arising from a particular event that may directly affect the leased assets or area near to the location of leased assets, such as fire, flood, or any events. The aforementioned events are considered as an external risk beyond control of PROSPECT that may affect the operating performance of lessee to be unable to deliver income to PROSPECT as expected. Therefore, in order to alleviate the burden of property damage to the Additional Investment Assets, the Trust shall purchase insurance for the protection period throughout the rental period, for example, Industrial All Risk Insurance and Business Interruption Insurance, etc.

(6) Risk of interest rate fluctuation

According to this investment of Additional Investment Assets, PROSPECT has some sources of funds from borrowings from financial institutions. From the initial loan term sheet received, the REIT Manager expects interest expenses to be based on the reference rate which is a floating rate. If the interest rate increases, PROSPECT may have to bear a higher interest burden as well which may affect profitability of PROSPECT. However, the REIT manager is aware of the risk has a policy to closely monitor the trend of interest rate changes, and consider the suitability of PROSPECT's debt to equity ratio, as well as manage financial costs to be as efficient as possible, such as refinancing or preparing to search for sources of funds with lower costs or negotiating with financial institutions, etc.

(7) Risks of capital increase of DREIT for unsuccessful assets investment

According to this investment of Additional Investment Assets, PROSPECT shall use fund raising through capital increase by issuing and offering new unit trusts of not exceeding 180,000,000 units to invest in the Additional Investment Assets No. 2 which shall be allocated to the existing trust unitholders (Rights Offering) not less than 50 percent of the offering and/or allocated to private placement and/or general public (Public Offering) and/or the private placement of trust units to specific trust unitholders. The offering price shall be determined later. If the offering price is higher than the market price, this may cause the existing unitholders and/or the general public not interested in the capital increase which may result in insufficient amount of money to invest in such Additional Investment Assets. However, the REIT Manager has considered to reduce risks by offering through the underwriters and/or the subscription agents, as well as allocation to private placement of trust units to specific trust unitholders or the existing unitholders who declare their intention to subscribe to trust units in excess of the amount they are entitled to.

(8) Risk of not being approved by the Trust Unitholders' Meeting

One of key conditions in this transaction is seeking an approval at the Trust Unitholders' Meeting. If the Trust Unitholders' Meeting does not approve the transaction, the transaction shall not occur. However, the payment of the purchase price shall occur only when the transaction is completed, then it may not have significant impact on PROSPECT. However, PROSPECT is responsible for all expenses for this transaction in the past.

2.3 Advantages and Disadvantages of Entering into an Asset Acquisition Transaction with Connected Person

2.3.1 Advantages of Entering into an Asset Acquisition Transaction with Connected Person

- (1) **Connected Person has experience and expertise in real estate management in the category of warehouse and factories for rent.**

Prospect Development, which is a connected person has experience and expertise in the management of the Bangkok Free Trade Zone Project, which has been an industrial and duty-free zone for more than 10 years. In addition, PD has management team and personnel with knowledge and expertise in the management of industrial zones, both general industrial zone and free zone. Hence, it is believed that Prospect Development will be able to effectively manage the areas in the BFTZ 2 Project and BFTZ 3 Project. Plus, it is expected to generate maximum benefits for PROSPECT and Trust Unitholders.

- (2) **Connected person guaranteeing the rental of unoccupied assets and compensating the rental short from the guaranteed rental**

For this investment in Additional Investment Assets No. 2, Prospect Development who is property owner has agreed to compensate the rental for unoccupied assets on the date on which PROSPECT makes the investment, for a period of 2 years from such date by compensating the rental short from the guaranteed rental for the unoccupied assets to PROSPECT in case PROSPECT procures the rental lower than the guaranteed rental. The minimum rental rate that PROSPECT expects to receive is equal to THB 160 per square meter per month for BFTZ 2 Project and THB 170 per square meter per month for BFTZ 3 Project.

- (3) **Connected person has experience in collaboration with PROSPECT and the REIT Manager, causing them more flexible in mutual operation**

Since PROSPECT, REIT Manager and Prospect Development ("PD") have experience in trade of assets between each other beforehand. PD has sold partial of sub-leasehold rights and buildings in BFTZ 1 Project to PROSPECT since 2020. Moreover, PD currently serves as the property manager for assets in PROSPECT. According to experience in collaboration between the REIT manager and PD in the past, this would make collaboration and operations of the investment of Additional Investment Assets No. 2 to be more flexible when comparing to investing in third party's assets.

- (4) **Management and maintenance of assets will be continued constantly**

In addition to investing in assets from Prospect Development, which is the Asset Owner, PROSPECT will appoint Prospect Development as the Property Manager for such assets as well. Giving Prospect Development which already owns the assets and is already managing the assets becomes the Property Manager for PROSPECT will make the management, including the repairs and maintenance of the assets,

be more continual and efficient than the outsiders who are not familiar with the assets to be invested in this time.

2.3.2 Disadvantages of Entering into an Asset Acquisition Transaction with Connected Person

(1) Doubt arising from a connected transaction

The investment in Additional Investment Assets No. 2 by purchasing assets from Prospect Development, which is property owner of these assets and has relationship with PROSPECT by being a major shareholder, holding 99.99 percent of shares of the REIT Manager of PROSPECT and being a property manager of current assets of PROSPECT. Such connected transaction may create doubt to the REIT Manager's independence in negotiating conditions for entering into transactions with Prospect Development, both in terms of prices and conditions for the investment in Additional Investment Assets.

However, prior to investing in such assets, the REIT Manager has hired a consultant in making due diligence of information and agreements related to assets and key equipment of Additional Investment Assets. While price of the investment in Additional Investment Assets is based on two independent appraisers, approved by the SEC. In addition, entering into such Connected transaction must go through the process of conducting a related transaction in accordance with the procedure, and be received an approval from the trustee that the transaction was in accordance with the trust deed and related laws. The aforementioned actions are one approach to protect the interests of the Trust in entering into the transaction with the connected persons.

2.4 Impact on the Existing Trust Unitholders

PROSPECT will use additional funding sources and borrowings or both to invest in Additional Investment Assets No. 2 in a total investment amount of not more than THB 1,800 million (exclusive of value added tax, registration fee, transfer fee, and other relevant fees). Types and details of sources of funds are as follows:

- (1) The issuance and offering for sale of additional trust units at the amount not exceeding 180,000,000 units, the offering for sale and allocation method for trust units will be proposed in 2 options for the trust unitholders' considerations as follows:

Option 1: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand by the offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies.

Part 1: To allocate not less than 50 percent of all additional trust units issued and offered for sale in this capital increase to the existing trust in accordance with the proportion of trust unitholding (Rights Offering). The existing trust unitholders may declare their

intention to subscribe for the amount of the additional trust units offered for sale in this time at the amount they are entitled to be allocated, more than the amount they are entitled to be allocated, less than the amount they are entitled to be allocated, or they may waive their rights to subscribe for additional trust units offered for sale in this time. *(The REIT Manager reserves the right, as it deems appropriate, to allocate the remaining trust units to the subscribers who are entitled to subscribe for the additional trust units in Part 1 and have declared their intention to subscribe to trust units in excess of the amount they are entitled to, at the same time or after the allocation of trust units in Part 3 of Option 1 or none.)*

Part 2: To allocate the trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies. The number of trust units to be allocated to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies, when combined with Part 1, shall not exceed 35 percent of all trust units to be issued and offered for sale in this capital increase.

Part 3: To allocate the remaining trust units after the offering for sale in the Part 1 and Part 2 to: (1) persons on a private placement basis and/or (2) the general public, as it deems appropriate, according to the Notification TorThor. 27/2559 and other related notifications in the same offering price with the offering of additional trust units in Part 1 and Part 2.

Option 2: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand in case there is no offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies

Part 1: To allocate not less than 50 percent of all additional trust units issued and offered for sale in this capital increase to the existing trust in accordance with the proportion of trust unitholding (Rights Offering). The existing trust unitholders may declare their intention to subscribe for the amount of the additional trust units offered for sale in this time at the amount they are entitled to be allocated, more than the amount they are entitled to be allocated, less than the amount they are entitled to be allocated, or they may waive their rights to subscribe for additional trust units offered for sale in this time. *(The REIT Manager reserves the right, as it deems appropriate, to allocate the remaining trust units to the subscribers who are entitled to subscribe for the additional trust units in Part 1 and have declared their intention to subscribe to trust units in excess of the amount they are entitled to, at the same time or after the allocation of trust units in Part 2 of Option 2 or none.)*

Part 2: To allocate the remaining trust units after the offering for sale in the Part 1 and Part 2 to: (1) persons on a private placement basis and/or (2) the general public, as it deems

appropriate, according to the Notification TorThor. 27/2559 and other related notifications.

- (2) Loans of PROSPECT, and provision of collaterals amounting not exceeding Baht 750 million for the investment in the Additional Investment Assets No. 2 and the relevant expenses, and to be used as the working capital

Raising funds through the issuance and offering of additional trust units by allocating and offering as the above method may affect the existing trust unitholders of PROSPECT in terms of control dilution and price dilution effect as follows:

(1) Control Dilution Effect

The issuance and offering of additional trust units is an offering to the existing trust unitholders (Rights Offering: RO) which shall reduce the impact of control dilution. Moreover, REIT Manager may consider allocating parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies and/or private placement (Private Placement: PP) and/or general public (Public Offering: PO). The existing trust unitholders who do not fully exercise their rights to subscribe to the trust units or subscribe in an amount lower than their rights, may be affected by control dilution.

As there are still uncertainty of the proportion of RO and/or PP and/or PO, the IFA, therefore, evaluated the possibility that may occur in order to calculate the effect of control dilution which can be summarized as follows:

Table 2-1: Impact of Control Dilution Effect

| Cases | Control Dilution Effect |
|---|-------------------------|
| Case 1: RO of 100 percent of the additional trust units issued and offered | None |
| Case 2: RO of 75 percent of the additional trust units issued and offered | 10.59 percent |
| Case 3: RO of 50 percent of the additional trust units issued and offered | 21.18 percent |

(2) Price Dilution Effect

Since the REIT Manager has not yet determined the offering price of the additional trust units, the IFA, therefore, is unable to analyze effect of price dilution. However, if the offering price of the additional trust units lower than the market price of the trust units on the date of issuance and offering of additional trust units, the trust unitholders may be affected by the price dilution.

2.5 The Appropriate of the Price and Terms of Transaction

In considering the reasonableness of the investment in the Additional Investment Assets No. 2 of PROSPECT for sub-leasehold rights over part of the land and ownership over parts of buildings including their component parts with respect to BFTZ 2 Project and ownership over parts of the land and buildings including their component parts with respect to BFTZ 3 Project and movable properties used for the business operation within BFTZ 2 and BFTZ 3 Project. The IFA has considered the information regarding Additional Investment Assets from the REIT Manager and/or the financial advisor of the REIT Manager, interviews with the management of the REIT manager, interviews with the management of the hotel, information from financial statements and pro forma financial statement reviewed and audited by the auditors, business plans and other relevant information. The IFA's opinion on the reasonableness of the investment in the Additional Investment Assets is based on the assumption that such received information and important documents are complete and accurate, based on the current situation, future economic conditions are not significantly different from the current economic conditions, as well as various assumptions have been verified by the REIT Manager.

For considering of the reasonableness of the price of the transaction, the IFA has considered 2 methods to evaluate reasonableness as follows:

2.5.1) Compare the Price for Entering into the Transaction with the Appraisal Value by the Independent Appraisers

The IFA have determined the appraisal reports of independent appraisers which are the independent appraiser approved by the SEC.

2.5.2) The Assessment of Valuation and Investment Return by the Independent Financial Advisor

The IFA deploys free cash flow valuation approach to consider the future operating performance under the investment in the assets in order to evaluate the rate of return on investment on the Trust's level to opine to the trust unitholders for the appropriateness of entering into the transaction.

2.5.1 Compare the Price for Entering into the Transaction with the Appraisal Value by the Independent Appraisers

The IFA have determined the draft of appraisal reports of two independent appraisers: Siam City Appraisal Co., Ltd. and 15 Business Advisory Limited, which are the independent appraiser approved by the SEC. The draft of appraisal reports by both independent appraisers are for public purposes and evaluated by using two assessment methods:

- (1) Cost Approach
- (2) Income Approach

The independent appraiser considers the asset value by using Income Approach as a criterion for determining the market value because it is the most appropriate method to reflects the asset's value.

The independent appraiser has assessed the asset's value as of the date PROSPECT is expected to invest, which is on December 1, 2021. The summary of key assumptions of Income Approach of two Independent Appraisers as is as follows:

Table 2-2: Summary of Key Assumptions of Independent Appraisers

| BFTZ 2 Project | |
|----------------|--|
| Approach | Income Approach |
| Assets | Sublease rights to land and leasehold right of factory buildings and warehouses |
| Location | Bangkok Free Trade Zone 2 (BFTZ 2) No.98/17-98/28, Chong Charoen Soi Thepharak Road (Hwy.No.3268), Bang Sao Thong Subdistrict, Bang Sao Thong District, Samut Prakarn Province. |
| Area size | Land area is 23-0-95.25 rais or 9,295.25 sq. wah. |

| Summary of Key Assumptions of Independent Appraisers for the BFTZ 2 Project | | |
|---|---|--|
| Assumption | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited |
| Rental income | <ul style="list-style-type: none"> - Rental income (considering rental fee based on existing lease contract until the lease term ends) The Rental Rate is THB 160.00 per sq.m. (contract term 2 years, starting from the date of investment with the guaranteed income of THB 160 per sq.m. per month at the occupancy rate of 100 percent). - After the lease agreement ends, rental fee will be charged in accordance with the market rental rates from the Weighted Quality Score analysis as follows: <ul style="list-style-type: none"> - Warehouse Type estimated at THB 170.00 per sq.m. per month (rental growth rate increased by 2.5 percent annually, starting from FY2024) - Factory Type estimated at THB 190.00 per sq.m. per month (rental growth rate increased by 2.5 percent annually, starting from FY2024) | <ul style="list-style-type: none"> - Income from key summary of the draft of asset lease agreement to be operated (the Bangkok Free Trade Zone 2 Project (Theparak Road)) THB 160 per sq.m. per month - Income from factory building and warehouse building area <ul style="list-style-type: none"> - Warehouse Type estimated at THB 170.00 per sq.m. per month (rental growth rate increased by 2.5 percent annually, starting from FY2024) - Factory Type estimated at THB 175.00 per sq.m. per month (rental growth rate increased by 2.5 percent annually, starting from FY2024) |
| Occupancy rate | <ul style="list-style-type: none"> - Occupancy rate (considering occupancy rate based on existing lease contract until the lease term ends) Occupancy rate at 100 percent (Contract term 2 years) - From the 3rd year as follows: <ul style="list-style-type: none"> - Warehouse at 95 percent throughout the contract period. | <ul style="list-style-type: none"> - Occupancy rate (during the period with tenants under the lease agreement) Occupancy rate at 100 percent (Contract term 2 years) - From the 3rd year as follows: <ul style="list-style-type: none"> - Warehouse at 95 percent throughout the contract period. - Factory at 95 percent throughout the contract period |

| Summary of Key Assumptions of Independent Appraisers for the BFTZ 2 Project | | | |
|---|--|--|----------------------|
| Assumption | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited | |
| | - Factory at 95 percent throughout the contract period | | |
| Other income | Approximately 0.5 percent of total revenue from rental and service fee. | Approximately 0.5 percent of total revenue from rental and service fee, according to detailed assumptions obtained from the REIT Manager. | |
| Property management expenses | Approximately 3 percent of rental and service income per year (based on information from the manager appoint agreement of the Bangkok Free Trade Zone Project) | Approximately 3 percent of rental and service income (based on information provided by the REIT Manager) | |
| Sub-lessee procurement fee | <ul style="list-style-type: none"> - Approximately 1.39 percent of rental and service income per year for existing lessee. - Approximately 2.78 percent of rental and service income per year for new lessee. - By considering the renewal ratio of existing lessee at 85 percent and new lessee at 15 percent. | <ul style="list-style-type: none"> - Approximately 1.39 percent of rental and service income per year for existing lessee. - Approximately 2.78 percent of rental and service income per year for new lessee. - By considering the renewal ratio of existing lessee at 85 percent and new lessee at 15 percent. | |
| Utility expenses | THB 3 per square meter per month (as of December 1, 2022) and increased by 3 percent annually. | THB 3 per square meter per month and consider adjusting 3 percent annually | |
| Repair and maintenance costs | Estimated 1.50 percent of rental and service income (estimated based on the industry) | Approximately 2 percent of total revenue (estimated based on market data of the industry of factory building and warehouse for rent) | |
| Other expenses | Estimated 0.30 percent of rental and service income (estimated based on project and industry data) | Estimated 0.30 percent of rental and service income (estimated based on market data of the industry of factory building and warehouse for rent) | |
| Business interruption insurance premium | Estimated 0.047 percent of rental and service income (based on the project data) | Approximately 0.06 percent of rental and service income. | |
| Insurance premium | Estimated at 0.047 percent of the new replacement value of the building only for free space (based on data from the project) with an increase of 10 percent every 5 years. | Approximately 0.06 percent of the value of the building with the value as follows: <ul style="list-style-type: none"> - Factory Building at THB 10,000 per sq.m. with an increase of 10 percent for every 5 years - Warehouse at THB 12,000 per sq.m. with an increase of 10 percent for every 5 years | |
| Land rental fee | <ul style="list-style-type: none"> - THB 10,500 baht per rai per rai per month - Increased by 10 percent for every 5 years (refer to the rental price adjustment according to the land lease agreement with Chiao Chan Property Co., Ltd.) | Rental Period | Rental Fee (THB/Rai) |
| | | 1 st – 3 rd year | 10,500.00 |
| Property tax | Estimated at THB 57,118.85 per year, by considered only the free space, based on the average occupancy rate of the project multiplied by | Approximately 0.3 percent throughout the projection period of government appraisal value of land and buildings of sub-leased assets Assumptions for calculating property tax as follows: | |

| Summary of Key Assumptions of Independent Appraisers for the BFTZ 2 Project | | |
|---|---|---|
| Assumption | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited |
| | total property tax of the project. With an increase of 5 percent for every 4 years. | <ul style="list-style-type: none"> - Government appraisal value for land at THB 12,000 per sq.wah - Government appraisal value for factory building at THB 5,580 per sq.wah - Government appraisal value for warehouse at THB 3,350 per sq.wah |
| Motivation incentives for management | Approximately 5 percent of management results | Approximately 5 percent of property management results |
| Reserve for future building improvements (CAPEX) | Approximately 1.50 percent of rental and service income (estimated based on industry) | Approximately 1.50 percent of total income |
| Projection period | Contract start date 1 December 2022 Contract end date 15 May 2050 Valuation date 30 April 2022 Remaining period 27 Year 5 months 15 days Estimated based on the remaining lease term (based on the fiscal year of January - December) | Approximately 27 years 5 months and 15 days as of December 1, 2022. |
| Discount rate | 9.50 percent | 9.50 percent |
| Appraisal value | THB 399,200,000 | THB 390,600,000 |

Source: The draft of appraisal report by the independent appraisers (details as shown in Attachment 3 of this report)

| BFTZ 3 | |
|-----------|--|
| Approach | Income Approach |
| Assets | Land and Building |
| Location | Bangkok Free Trade Zone (BFTZ 3) Khlong Song Nam Suvamabhum Road, Bang Pla Subdistrict, Bang Phli District, Samut Prakarn Province. |
| Area size | Land area is 53-3-91.2 rais or 21,591.20 sq. wah. |

| Summary of Key Assumptions of Independent Appraisers for the BFTZ 3 Project | | |
|---|--|---|
| Assumption | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited |
| Rental income | <ul style="list-style-type: none"> - Rental income (considering rental fee based on existing lease contract until the lease term ends) The Rental Rate is THB 170.00 per sq.m. (contract term 2 years, starting from the date of investment with the guaranteed income of THB 170 per sq.m. per month at the occupancy rate of 100 percent). - After the lease agreement ends, rental fee will be charged in accordance with the market rental | <ul style="list-style-type: none"> - Income from key summary of the draft of asset lease agreement to be operated (the Bangkok Free Trade Zone 3 Project (Bangna-Trad Km.19)) THB 170 per sq.m. per month - Income from factory building and warehouse building area - Warehouse Type estimated at THB 175.00 per sq.m. per month (rental growth rate increased by 2.5 percent annually, starting from FY2024) |

| Summary of Key Assumptions of Independent Appraisers for the BFTZ 3 Project | | |
|---|---|--|
| Assumption | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited |
| | <p>rates from the Weighted Quality Score analysis as follows:</p> <ul style="list-style-type: none"> - Warehouse Type estimated at THB 180.00 per sq.m. per month (rental growth rate increased by 2.5 percent annually, starting from FY2024) | |
| Occupancy rate | <ul style="list-style-type: none"> - Occupancy rate (considering occupancy rate based on existing lease contract until the lease term ends) Occupancy rate at 100 percent (Contract term 2 years) - After above lease term end will be as follows: <ul style="list-style-type: none"> - Warehouse at 95 percent throughout the contract period | <ul style="list-style-type: none"> - Occupancy rate (during the period with tenants under the lease agreement) Occupancy rate at 100 percent (Contract term 2 years) - From the 3rd year as follows: <ul style="list-style-type: none"> - Warehouse at 95 percent throughout the contract period |
| Other income | Approximately 0.5 percent of total revenue from rental and service fee. | Approximately 0.5 percent of total revenue from rental and service fee, according to detailed assumptions obtained from the REIT Manager. |
| Property management expenses | Approximately 3 percent of rental and service income per year (based on information from the manager appoint agreement of the Bangkok Free Trade Zone Project) | Approximately 3 percent of rental and service income (based on information provided by the REIT Manager) |
| Sub-lessee procurement fee | <ul style="list-style-type: none"> - Approximately 1.39 percent of rental and service income per year for existing lessee. - Approximately 2.78 percent of rental and service income per year for new lessee. - By considering the renewal ratio of existing lessee at 85 percent and new lessee at 15 percent. | <ul style="list-style-type: none"> - Approximately 1.39 percent of rental and service income per year for existing lessee. - Approximately 2.78 percent of rental and service income per year for new lessee. - By considering the renewal ratio of existing lessee at 85 percent and new lessee at 15 percent. |
| Utility expenses | THB 3 per square meter per month (as of December 1, 2022) and increased by 3 percent annually. | THB 3 per square meter per month and consider adjusting 3 percent annually |
| Repair and maintenance costs | Estimated 1.50 percent of rental and service income (estimated based on the industry) | Approximately 2 percent of total revenue (estimated based on market data of the industry of factory building and warehouse for rent) |
| Other expenses | Estimated 0.30 percent of rental and service income (estimated based on project and industry data) | Estimated 0.30 percent of rental and service income (estimated based on market data of the industry of factory building and warehouse for rent) |
| Business interruption insurance premium | Estimated 0.047 percent of rental and service income (based on the project data) | Approximately 0.06 percent of rental and service income. |
| Insurance premium | Estimated at 0.047 percent of the new replacement value of the building only for free space (based on data from the project) with an increase of 10 percent every 5 years. | <p>Approximately 0.06 percent of the value of the building with the value as follows:</p> <ul style="list-style-type: none"> - Warehouse at THB 12,000 per sq.m. with an increase of 10 percent for every 5 years |

| Summary of Key Assumptions of Independent Appraisers for the BFTZ 3 Project | | |
|---|--|---|
| Assumption | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited |
| Property tax | Estimated at THB 95,368.69 per year, by considered only the free space, based on the average occupancy rate of the project multiplied by total property tax of the project. With an increase of 5 percent for every 4 years. | Approximately 0.3 percent throughout the projection period of government appraisal value of land and buildings of sub-leased assets Assumptions for calculating property tax as follows: - Government appraisal value for land at THB 13,000 per sq.wah - Government appraisal value for warehouse at THB 3,350 per sq.wah |
| Motivation incentives for management | Approximately 5 percent of management results | Approximately 5 percent of property management results |
| Reserve for future building improvements (CAPEX) | Approximately 1.50 percent of rental and service income (estimated based on industry) | Approximately 1.50 percent of total income |
| Capitalization Rate | 6.00 percent | 6.00 percent |
| Discount Rate | 9.00 percent | 9.50 percent |
| Appraisal value | THB 1,369,350,000 บาท | THB 1,356,500,000 |

Source: The draft of appraisal report by the independent appraisers (details as shown in Attachment 3 of this report)

In summary, the appraisal value of each project by income approach of two independent asset appraisers is as follows:

Table 2-3: Summary of Comparison of Appraisal Value and Transaction Price

| Detail | Value on 1 December 2022 (THB Million) | |
|---|---|---|
| | Siam City Appraisal Co., Ltd. | 15 Business Advisory Limited |
| Bangkok Free Trade Zone 2 (BFTZ 2) | 399.20 | 390.60 |
| Bangkok Free Trade Zone 3 (BFTZ 3) | 1,369.35 | 1,356.50 |
| Total Appraisal Value | 1,768.55 | 1,747.10 |
| PROSPECT's Transaction Price^{1/} | 1,800.00 | 1,800.00 |
| Transaction price higher (lower) than appraisal value | Higher than THB 31.45 million (Higher than 1.78 percent) | Higher than THB 52.90 million (Higher than 3.03 percent) |

Remark: 1/ Transaction price exclusive of value added tax, registration fee, transfer fee, and other relevant fees and expenses which shall be borne by PROSPECT, as well as the sublease fee with respect to the parts of land which PROSPECT is obligated to make yearly payment to the Asset Owner.

The method of comparing the price of entering into the transaction with the appraisal price of the above assets is shown for the Trust Unitholders to use in their consideration. However, the appraised value of the assets is the appraised value at the asset class level, which does not include the asset management under PROSPECT.

In addition, the expected rate of return or the discount rate at the asset class level is different from the expected rate of return or the discount rate of the Trust Unitholders at the Trust's level.

2.5.2 The Assessment of Valuation and Investment Return by the Independent Financial Advisor

The IFA deploys free cash flow valuation approach to consider the future operating performance of the investments in partial assets of the BFTZ 2 Project and the BFTZ 3 Project and evaluate the rate of return on investment to trust unitholders at the REIT level to give an opinion to trust unitholders on the suitability of entering into the transaction.

Free Cash Flow Valuation Approach to Trust Unitholders

Net free cash flow from the Acquisition of Investment Assets of PROSPECT reflects the return and risk of the investment in perspective of PROSPECT in the investments in partial assets of the BFTZ 2 Project and the BFTZ 3 Project. The IFA makes a projection of the net cash flow that PROSPECT has invested in the said project.

In assessing the return of net free cash flow to trust unitholders which reflects the returns and risks that the unitholders will receive as investors in PROSPECT. IFA has estimated the net cash flows related to the investment in partial assets of the BFTZ 2 Project and the BFTZ 3 Project by PROSPECT this time. Moreover, the Acquisition of Additional Investment Assets by PROSPECT will have additional expenses to PROSPECT consisting of management fee such as trust management fee and trustee fee, and other fees such as registrar fee and professional fee.

The IFA has calculated the future free cash flow from the financial projection of some assets in the BFTZ 2 Project for 28 years (from the date the PROSPECT expects to invest from January 1, 2023, until the expiration of the leasehold) and in the BFTZ 3 Project for 29 years (from the date the PROSPECT expects to invest from January 1, 2023, until a year after the expiration of the leasehold right for the BFTZ 2 Project). This calculation is based on the assumptions that the BFTZ 2 Project shall continue to operate (Going Concern Basis) according to the remaining leasehold term of the lease agreement and the BFTZ 3 Project shall continue to operate (Going Concern Basis) without any significant changes and under the current economic conditions and circumstances. If any factors have changed significantly, this may affect the evaluation of investment returns and may affect the opinion of the IFA.

Projection of operating performance of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust

Prospect REIT Management Co., Ltd. (the "Company" or "REIT Manager") in its capacity as the REIT Manager of PROSPECT will seek benefit from the Additional Investment Assets No. 2 of PROSPECT which are the BFTZ 2 Project (Theparak Road) and the BFTZ 3 Project (Bangna-Trad, Km. 19) by subleasing lands and accepting accepting transfer of ownership over parts of the structures of factory buildings, warehouses, offices and other buildings located on such land, including their component parts. PROSPECT will take the said assets for rent and/or

sublease to lessees and/or sub-lessees who wish to utilize such assets which the project's revenue structure estimated by the IFA consists of rental income and other income, with details as follows:

Table 2-4: Table showing the type of revenue

| Type of revenue | Projection of revenue | | | | |
|----------------------------------|-----------------------|---------------|---------------|---------------|---------------|
| | 2023 | 2024 | 2025 | 2026 | 2027 |
| Revenue from Rental and Services | 149.66 | 154.72 | 151.53 | 155.32 | 159.20 |
| Other Income | 0.25 | 0.30 | 0.31 | 0.32 | 0.33 |
| Total Revenue | 149.91 | 155.02 | 151.84 | 155.64 | 159.53 |

Source: PROSPECT information and estimation by the IFA

Revenue from Rental and Services

Due to the additional Investment assets No. 2, PROSPECT will procure the benefits from such property from rent and/or sublease, with the income that prospect trust receives mainly from rental and service income from the property of BFTZ 2 project and BFTZ 3 project, which consists of revenue rental and services income from warehouse buildings. stand-alone factory buildings and mini-factory buildings.

Average occupancy rate, average rental fee rate, and growth rate of rental fee rate during 5 years can be summarized as follows:

Table 2-5: Project 2: Information of average occupancy rate, average rental rate, and growth rate of rental rate during 2023 -2027

| | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|--------------|--------------|--------------|--------------|--------------|
| Average occupancy Rate % | 86.58% | 95.26% | 95.26% | 95.26% | 95.26% |
| Average rental rate THB / Sq.m. | 184.44 | 188.94 | 193.62 | 198.40 | 203.31 |
| Growth rate of rental rate % | | 2.5 | 2.5 | 2.5 | 2.5 |
| Total revenue from rental and services THB Million | 39.34 | 44.45 | 45.56 | 46.70 | 47.87 |
| Income from guaranteed rental THB Million | 5.41 | 1.91 | - | - | - |
| Total THB Million | 44.75 | 46.36 | 45.56 | 46.70 | 47.87 |

Source: PROSPECT information and the estimation by the IFA

Table 2-6: Project 3: Information of average occupancy rate, average rental rate, and growth rate of rental rate during 2023 -2027

| | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|---------------|---------------|---------------|---------------|---------------|
| Average occupancy Rate % | 79.33% | 95.04% | 95.04% | 95.04% | 95.04% |
| Average rental rate THB / Sq.m. | 180.00 | 183.53 | 188.11 | 192.82 | 197.64 |
| Growth rate of rental rate % | | 2.5 | 2.5 | 2.5 | 2.5 |
| Total revenue from rental and services THB Million | 84.19 | 103.38 | 105.97 | 108.62 | 111.33 |
| Income from guaranteed rental THB Million | 20.72 | 4.97 | - | - | - |
| Total THB Million | 104.91 | 108.36 | 105.97 | 108.62 | 111.33 |

Source: PROSPECT information and the estimation by the IFA

■ **Average occupancy rate**

The IFA has set the assumption of the occupancy rate based on the occupancy rate estimated by the management of REIT Manager and estimation by the Property Manager of PROSPECT, along with reviewing the actual performance of the BFTZ 1 Project, which is a project that PROSPECT has previously invested. The IFA is of the opinion that the assumption of the occupancy rate of the said area is appropriate due to the environment in the project area, market trends of tenants after PROSPECT invests and from the historical data that reflects the probability of the occupancy rate this time. The IFA assumed the occupancy rate in the BFTZ 2 project and BFTZ 3 project between the year of 2023 – 2027, average of 86.58 – 95.26 percent and 79.81 – 95.04 percent, respectively. In this regard, when considering comparative data from the past and from the interview with the management of the REIT Manager and the Property Manager regarding various plans, the IFA is of the opinion that the average occupancy rate specified is feasible.

■ **Average Rental Rate**

The IFA has set the assumption of the average rental rate in the BFTZ 2 project and BFTZ 3 project between the year of 2023 – 2027, equal to THB 184.44 – 203.31 and THB 180 – 197.64 per square meter per month, respectively. Which refers and compares the rental fee rate from the asset lease agreement received from PROSPECT, from the interview with the management of the REIT Manager and the Property manager and from the current market trends due to the BFTZ 2 project area and BFTZ 3 project are located in Samut Prakan and near to Bangna-Trad Road, which are close to both Bangkok and Suvarnabhumi Airport. It is also not far from Khlong Toei Pier and Laem Chabang Pier. This makes it convenient for tenants to transport and distribute goods throughout the country. And, the recovery trend of the manufacturing sector and the export sector, including the growth of online transactions increased. As a result, the demand for warehouse and factory space has increased. The IFA sets the rental rate to be increased by 2.50 percent per year, according to the industrial market research report in Bangna-Trad area, and from the interview with the management of the REIT Manager and the Property Manager for warehouse building, stand-alone factory building and mini-factory buildings. The IFA is of the opinion that the rental rate increase of 2.5 percent per year is appropriate because it is the rate that is close to the gross national product (GDP) for the past 10 years, excluding the year of Covid-19 outbreak.

In addition, the project also guarantees rental from the asset owner of the additional investment asset NO.2 at the minimum rental rate of both the BFTZ 2 project and the BFTZ 3 project that PROSPECT is expected to receive, which equal to THB 160 – THB 170 per square meter per month for a period of 2 years referring to the contract that the IFA received from PROSPECT. The guaranteed rental will be calculated from the total unoccupied assets (the “Unoccupied Assets”) in each project on the date PROSPECT makes the investment (The investment is expected to be invested by January 1, 2023.). Therefore, the IFA has set the assumption of the guarantees rental in both total BFTZ 2 project and BFTZ 3 project between the year of 2023 – 2025 equal to 26.13 and 6.88 (he guaranteed period after PROSPECT is expected to invest.)

Other income

Other income consists of contract termination penalties, late payment penalty, and land tax. The IFA has set the assumption of the proportion of other income was determined to be equal to 0.1 percent of the revenue from rental and services, which is used as a fixed rate throughout the projection year. Based on references and comparisons from past data, the IFA is of the opinion that the historical data can reflect the proportion of other income in the projected year, with details as follows:

| Project | Projection of other income | | | | |
|--|----------------------------|------|------|------|------|
| | 2023 | 2024 | 2025 | 2026 | 2027 |
| the Bangkok Free Trade Zone 2 (BFTZ 2) | 0.04 | 0.04 | 0.05 | 0.05 | 0.05 |
| the Bangkok Free Trade Zone 3 (BFTZ 3) | 0.21 | 0.26 | 0.26 | 0.27 | 0.28 |

Source: PROSPECT information and the estimation by the IFA

Property management expenses

Property management expenses consist of land rental fee, utilities expenses for public utilities and road in the project, insurance premium, Sub-lessee procurement fee, Repair and maintenance costs, Property Tax expenses and other expenses. The assumptions set by the IFA are as follows:

1) Land rental fee: the IFA determines the assumption that the land rental fee is equal to the actual rental rate received by PROSPECT, referring to the contract that the IFA received from PROSPECT.

2) Service fee for public utilities and roads in the project: the IFA sets assumptions at the rate of THB 3 per square meter per month and determines the growth rate at 3 percent per year based on the draft contract that the IFA received from PROSPECT.

3) Insurance premiums consists of all risk insurance premiums and business interruption insurance premiums. The IFA makes assumptions based on historical data which can reflect the estimated premiums because the costs are relatively stable, and the amount is close to those of the projected year

4) Sub-lessee procurement fee: the IFA sets assumptions of the sub- lessee procurement fee equal to 0.5 months or approximately 1.39 percent of the revenue from rental and services for current lessees who will renew the lease agreements and 1.0 months or approximately 2.78 percent of the revenue from rental and services for new lessees. Based on historical data which can reflect the estimated sub-lessee procurement fee because the amount is close to those of the projected year. And the IFA determines the average contract period of the lessee to be 3 years based on historical data and from the interviews with the executives of the REIT Manager and the Property Manager.

5) Repair and maintenance costs: the IFA sets the assumption that repair and maintenance expenses are equal to 1.5 percent of total revenue from 2025 onwards, throughout the projection. Because PROSPECT will receive such guaranteed expenses during the first 2 years (2023 – 2024) from contractors, as a result, PROSPECT is not obliged to be responsible for repair and maintenance costs in this area for a period of 2 years. Based on the construction contract, and from the interviews with the executives of the REIT Manager and the Property Manager.

6) Property Tax, the IFA determines the assumptions of the property tax by referring to the tax rates set forth in accordance with the relevant tax laws, and the estimation of the capital valuation of land and buildings based on current information.

7) Other expenses consist of utility expenses, fees, postage fees, etc. The IFA assumes the rate of 0.28 percent of the revenue from rental and services based on historical information received from PROSPECT.

Table 2-7: Assumptions of property management expenses

| Expenses | Assumptions |
|--|--|
| Land rental fee | Refer to the specific rate in the draft land sublease agreement of the Bangkok Free Trade Zone 2 Project |
| Service fee for public utilities and roads in the project: | Refer to the specific rate in the draft service agreement for the public utilities and roads in the project at THB 3.00 per sq.m. per month |
| Insurance Premium | |
| All risk insurance premium | 0.047 percent of the value of unoccupied building |
| Business interruption insurance premium | 0.047 of revenue from rental and service |
| Sub-lessee procurement fee | Approximately 1.39 percent of the revenue from rental and services for current lessees who will renew the lease agreements approximately 2.78 percent of the revenue from rental and services for new lessees |
| Repair and maintenance costs | 1.5 percent of total revenue |
| Property Tax | Refer to the rates set forth in accordance with the relevant tax laws. |
| Other expenses | 0.28 percent of the revenue from rental and services |

Source: PROSPECT and the estimation by the IFA

Property Manager Fee

Property manager fee consists of compensation for managing properties and compensation to create incentives for property management. The IFA determines the assumptions in the projection by referring to the rates stipulated in the Draft Property Manager Appointment Agreement. The property manager fee consists of the following fees:

Table 2-8: Assumption of Property Manager Fee

| Expenses | Assumptions |
|---|---|
| Compensation for managing properties | 3.0 percent of the revenue from rental and services |
| Compensation to create incentives for property management | 5.0 percent of gross operating profit |

Source: PROSPECT information

Operating Expenses to PROSPECT**Additional expenses for PROSPECT from the Acquisition of Additional Investment Assets No. 2**

- Management Fee

Management fees include trust management fee, trustee fee, and registrar fee which the REIT manager determined assumptions of such expenses for the projection period based on the relevant agreements. Details are as follows;

Table 2-9: Assumption of Management Fee

| Type of Fee | Fee |
|----------------------|---|
| Trust management fee | Not more than 0.3 percent of the fair value of the main assets obtained from the appraisal and the book value of other assets of PROSPECT with a minimum of not less than THB 10 million per year (minimum value includes past investments of PROSPECT) |
| Trustee fee | Not more than 0.15 percent of the fair value of the main assets obtained from the appraisal and the book value of other assets of PROSPECT |
| Registrar fee | According to the rate set by the trust registrar |

Source: PROSPECT information and the estimation by the IFA

- Other expenses in managing PROSPECT

Other expenses in managing PROSPECT consist of expenses related to the acquisition of assets, such as leasehold registration fees, transfer fee, related consulting fees, application fee for offering trust units and submission of the registration statement for offer for sale of trust units, REIT manager's fees in relation to the acquisition of assets of PROSPECT, loan financing fees and other expenses related to the issuance and offering of trust units. For the projection period, the IFA determines the assumption that the expenses related to the acquisition of assets are equal to 4.6 percent of the initial investment by referring to the quotation that the IFA from PROSPECT and according to the investment policy of PROSPECT for the acquisition of additional core assets, including from the estimates made by the management of the REIT Manager and the Property Manager.

In this regard, management fees and other expenses in managing PROSPECT used in the projection will be allocated only the additional expenses incurred from the acquisition of the Additional Investment Assets No.2 of PROSPECT.

Finance Costs

In entering into the Acquisition of Additional Investment Assets, PROSPECT shall borrow additional money from financial institutions for the purpose of purchasing the Additional Investment Assets No. 2. In this regard, the IFA has set the assumption for the interest rate at MLR -1.25 or approximately 4.06 percent per year based on historical data, and from the interviews with the executives of the REIT Manager and Property Manager and set the

interest rate to increase by 0.50 percent per year for a period of 2 years (2024 – 2025) based on current market trends. Therefore, interest rates will increase to 4.56 percent and 5.06 percent after the year of 2023 respectively.

However, the terms of loan agreement may change, depending on the consideration of the financial institution and the REIT manager's Board of Directors which may cause the amount of loan, interest rate that shall happen, may be different from this projection.

Working Capital

Working capital consists of accounts receivables, prepaid expenses, accounts payable and deposit received in advance. The IFA estimates the number of working capital days based on historical information and the management of the REIT Manager and the Property manager policies as follows:

| | | |
|----------------------|----|------|
| Accounts receivables | 30 | Days |
| Accounts payables | 30 | Days |

The prepaid expenses include fees for finding a sub-lessee, etc. While the deposit received in advance, the IFA assumes that it is a deposits received from tenants and/or sub-tenants before using the leased area of the property in BFTZ 2 and BFTZ 3 projects.

Reserve for future building improvements (CAPEX Reserve)

The IFA sets CAPEX Reserve equal to 1.5 percent of total income, based on interviews with the management of the REIT Manager and the Property Manager.

Table 2-10: Summary of the operating performance of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust, cash flow projection of Trust Unitholders of PROSPECT

Financial projections of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust and cash flow projection of Trust Unitholders of PROSPECT

Unit: THB Million

| Calendar Year | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Year (after the TRUST invested) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Revenue from rental and services | 149.66 | 154.72 | 151.53 | 155.32 | 159.20 | 163.18 | 167.26 | 171.44 | 175.73 | 180.12 | 184.62 | 189.24 | 193.97 |
| Other income | 0.25 | 0.30 | 0.31 | 0.32 | 0.33 | 0.33 | 0.34 | 0.35 | 0.36 | 0.37 | 0.38 | 0.39 | 0.40 |
| Total revenue | 149.91 | 155.02 | 151.84 | 155.64 | 159.53 | 163.51 | 167.60 | 171.79 | 176.09 | 180.49 | 185.00 | 189.63 | 194.37 |
| EBITDA ^{1/} | 118.59 | 121.53 | 116.22 | 121.13 | 124.43 | 127.92 | 131.51 | 135.18 | 138.78 | 142.53 | 146.51 | 150.59 | 154.78 |
| % EBITDA to revenue | 79.1% | 78.4% | 76.5% | 77.8% | 78.0% | 78.2% | 78.5% | 78.7% | 78.8% | 79.0% | 79.2% | 79.4% | 79.6% |

Remarks: 1/ EBITDA is earnings before interest expense, taxes, depreciation and amortization.

Net Free Cash Flow to Trust Unitholders of PROSPECT

| | | | | | | | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Net Operating Profit | 128.00 | 131.06 | 125.68 | 130.60 | 133.91 | 137.41 | 141.01 | 144.69 | 148.28 | 152.02 | 155.98 | 160.04 | 164.20 |
| Deduct: Change in Working Capital | 20.14 | 0.49 | 1.20 | 6.82 | 0.69 | 0.71 | 0.73 | 0.74 | 0.79 | 0.78 | 0.80 | 0.82 | 0.84 |
| Adjustment for reserve | (2.25) | (2.33) | (2.28) | (2.33) | (2.39) | (2.45) | (2.51) | (2.58) | (2.64) | (2.71) | (2.78) | (2.84) | (2.92) |
| Asset Level - Net Cash Flows | 145.89 | 129.22 | 124.60 | 135.09 | 132.20 | 135.67 | 139.22 | 142.86 | 146.43 | 150.10 | 154.01 | 158.02 | 162.12 |
| Deduct: Operating expenses to PROSPECT | (9.42) | (9.53) | (9.45) | (9.47) | (9.48) | (9.49) | (9.50) | (9.50) | (9.50) | (9.49) | (9.48) | (9.45) | (9.42) |
| REIT Level - Net Cash Flows | 136.47 | 119.69 | 115.15 | 125.62 | 122.72 | 126.18 | 129.72 | 133.35 | 136.93 | 140.61 | 144.53 | 148.57 | 152.70 |
| Deduct: Debt and interest | (26.72) | (61.54) | (72.12) | (70.07) | (77.66) | (75.13) | (79.01) | (79.36) | (79.54) | (82.77) | (92.10) | (91.14) | - |
| Free Cash Flow to Trust Unitholders (FCFE) | 109.75 | 58.15 | 43.03 | 55.55 | 45.06 | 51.05 | 50.70 | 53.99 | 57.39 | 57.84 | 52.43 | 57.43 | 152.70 |

Financial projections of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust and cash flow projection of Trust Unitholders of PROSPECT

Unit: THB Million

| Calendar Year | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Year (after the TRUST invested) | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| Revenue from rental and services | 198.82 | 203.79 | 208.88 | 214.11 | 219.46 | 224.95 | 230.57 | 236.33 | 242.24 | 248.30 | 254.51 | 260.87 | 267.39 |
| Other income | 0.41 | 0.42 | 0.43 | 0.44 | 0.45 | 0.46 | 0.47 | 0.48 | 0.50 | 0.51 | 0.52 | 0.53 | 0.55 |
| Total revenue | 199.23 | 204.21 | 209.31 | 214.55 | 219.91 | 225.41 | 231.04 | 236.82 | 242.74 | 248.81 | 255.03 | 261.40 | 267.94 |
| EBITDA^{1/} | 158.88 | 163.16 | 167.70 | 172.35 | 177.14 | 181.84 | 186.73 | 191.92 | 197.25 | 202.74 | 208.14 | 213.76 | 219.73 |
| % EBITDA to revenue | 79.8% | 79.9% | 80.1% | 80.3% | 80.6% | 80.7% | 80.8% | 81.0% | 81.3% | 81.5% | 81.6% | 81.8% | 82.0% |

Remarks: 1/ EBITDA is earnings before interest expense, taxes, depreciation and amortization.

Net Free Cash Flow to Trust Unitholders of PROSPECT

| | | | | | | | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Net Operating Profit | 168.26 | 172.49 | 176.96 | 181.54 | 186.24 | 190.84 | 195.61 | 200.67 | 205.84 | 211.15 | 216.35 | 221.75 | 227.45 |
| Deduct: Change in Working Capital | 0.89 | 0.89 | 0.91 | 0.93 | 0.95 | 1.01 | 1.00 | 1.03 | 1.05 | 1.08 | 1.14 | 1.13 | 1.16 |
| Adjustment for reserve | (2.99) | (3.06) | (3.14) | (3.22) | (3.30) | (3.38) | (3.47) | (3.55) | (3.64) | (3.73) | (3.83) | (3.92) | (4.02) |
| Asset Level - Net Cash Flows | 166.17 | 170.31 | 174.73 | 179.26 | 183.89 | 188.46 | 193.15 | 198.14 | 203.25 | 208.49 | 213.66 | 218.96 | 224.60 |
| Deduct: Operating expenses to PROSPECT | (9.38) | (9.33) | (9.27) | (9.19) | (9.10) | (9.00) | (8.88) | (8.74) | (8.59) | (8.41) | (8.21) | (7.98) | (7.73) |
| REIT Level - Net Cash Flows | 156.79 | 160.98 | 165.46 | 170.07 | 174.79 | 179.46 | 184.27 | 189.40 | 194.67 | 200.08 | 205.45 | 210.98 | 216.87 |
| Deduct: Debt and interest | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Free Cash Flow to Trust Unitholders (FCFE) | 156.79 | 160.98 | 165.46 | 170.07 | 174.79 | 179.46 | 184.27 | 189.40 | 194.67 | 200.08 | 205.45 | 210.98 | 216.87 |

Financial projections of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust and cash flow projection of Trust Unitholders of PROSPECT

Unit: THB Million

| Calendar Year | 2049 | 2050 | 2051 |
|----------------------------------|---------------|---------------|---------------|
| Year (after the TRUST invested) | 27 | 28 | 29 |
| Revenue from rental and services | 274.07 | 231.66 | 201.37 |
| Other income | 0.56 | 0.53 | 0.50 |
| Total revenue | 274.64 | 232.18 | 201.88 |
| EBITDA^{1/} | 225.86 | 192.89 | 169.40 |
| % EBITDA to revenue | 82.2% | 83.1% | 83.9% |

Remarks: 1/ EBITDA is earnings before interest expense, taxes, depreciation and amortization.

Net Free Cash Flow to Trust Unitholders of PROSPECT

| | | | |
|---|---------------|---------------|---------------|
| Net Operating Profit | 233.30 | 199.23 | 174.91 |
| Deduct: Change in Working Capital | 1.19 | (14.37) | 0.88 |
| Adjustment for reserve | (4.12) | (3.48) | (3.03) |
| Asset Level - Net Cash Flows | 230.37 | 181.37 | 172.76 |
| Deduct: Operating expenses to PROSPECT | (7.44) | (6.34) | (5.52) |
| REIT Level - Net Cash Flows | 222.93 | 175.03 | 167.24 |
| Deduct: Debt and interest | - | - | - |
| Free Cash Flow to Trust Unitholders (FCFE) | 222.93 | 175.03 | 167.24 |

Discount Rate

The IFA has included net cash flows of trust unitholders adjusted by discount rate, which is calculated from the cost of unitholders (Cost of Equity: K_e) of PROSPECT at 8.15 percent.

The calculation of K_e is shown in the table below:

$$\text{Cost of Equity: } K_e = R_f + \beta_l (R_m - R_f)$$

Whereas:

| | | |
|-----------------------------|---|--|
| Risk Free Rate: R_f | = | Risk-free rate is at 1.66% per year (as of 31 May 2022), calculated from historical 3-year ^{1/} average of daily risk-free return from investment in 10-year Thai government bond ^{2/} |
| Levered Beta: β_l | = | Levered Beta is 0.59. |
| Market Return: R_m | = | Market return is at 12.67% per year (as of 31 May 2022), calculated from historical 3-year ^{1/} average of daily return from stock exchange of Thailand. |
| Market Premium: $R_m - R_f$ | = | Market premium is at 11.00% (as of 31 May 2022), calculated from historical 3-year ^{1/} average of the difference between daily market return and risk-free return. |

Source: Information from Bloomberg as of May 31, 2022

Remarks: 1/ The IFA makes assumptions based on the 3-year period as the IFA considers the period to be an appropriate period that can reflect the current expected return of investors and investors' views on the specifics of the market, as well as reflect the risks of the current business conditions

2/ The IFA references the risk-free rate of return (R_f) from the 10-year government bond as it is one of the most liquid long-term bonds which can reflect supply and demand view through the return better other government bonds.

The calculation of Levered Beta of PROSPECT

For calculation of Levered Beta (β_l) of PROSPECT, the IFA calculates from the average of Unlevered Beta of property funds and/or real estate investment trusts listed on the SET with income from assets similar to the assets of PROSPECT and/or the assets that PROSPECT will invest in this time and adjusted by the debt to unit holders-supplied capital ratio to reflect PROSPECT's risks.

The calculation of Levered Beta is as follows:

$$\text{Levered Beta: } \beta_l = \beta_u \times (1 + (1 - t)(D/E))$$

Whereas:

| | | |
|-----------|---|--|
| β_u | = | The average variance of the stock market's returns compared to the REIT's returns that have similar business income to PROSPECT's business with an average of 0.38 |
| t | = | Corporate Income Tax equal to 0.00% |
| D/E | = | Proportion of debt to unit holders-supplied capital equal to 0.54 |

From such calculations, the IFA has a leveraged beta of 0.59.

Table for Average Unlevered Beta

Average of Unlevered Beta is calculated from property funds and/or real estate investment trusts listed on the SET with income from assets similar to the assets of PROSPECT and/or the assets that PROSPECT will invest in this time. In this regard, such property funds and/or real estate investment trusts must contain market price information for at least 3 years, which can be summarized as follows:

Table 2-11: Property funds and/or real estate investment trusts listed on the SET with income from assets similar to the assets of PROSPECT and/or the assets that PROSPECT will invest in this time

| No. | REIT and/or Property funds | Abbreviation | Unlevered Beta ^{1/} |
|----------------|---|--------------|------------------------------|
| 1 | MFC INDUSTRIAL INVESTMENT PROPERTY AND LEASEHOLD FUND | M-II | 0.43 |
| 2 | AIM INDUSTRIAL GROWTH FREEHOLD AND LEASEHOLD REAL ESTATE INVESTMENT TRUST | AIMIRT | 0.34 |
| 3 | WHA INDUSTRIAL LEASEHOLD REAL ESTATE INVESTMENT TRUST | WHAIR | 0.35 |
| 4 | WHA PREMIUM GROWTH FREEHOLD AND LEASEHOLD REAL ESTATE INVESTMENT TRUST | WHART | 0.35 |
| 5 | FRASERS PROPERTY THAILAND INDUSTRIAL FREEHOLD & LEASEHOLD REIT | FTREIT | 0.39 |
| 6 | AMATA SUMMIT GROWTH FREEHOLD AND LEASEHOLD REAL ESTATE INVESTMENT TRUST | AMATAR | 0.44 |
| 7 | HEMARAJ INDUSTRIAL PROPERTY AND LEASEHOLD FUND | HPF | 0.43 |
| 8 | PINTHONG INDUSTRIAL PARK PROPERTY FUND | PPF | 0.34 |
| Average | | | 0.38 |

Source: Information from Bloomberg as of May 31, 2022

Remarks: 1/ Unlevered Beta is calculated from daily information of Beta for the past 3 years (Source: Bloomberg). The IFA set assumptions based on the past 3 years as the IFA considers the period to be an appropriate period that can reflect the current expected return of investors and investors' views on the specifics of the market, as well as reflect the risks of the current business conditions

Summary of Base Case

From the above assumptions, the IFA considers the worthiness of investing in the Bangkok Free Trade Zone 2 Project (Theparak Road) and the Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km.19) by subleasing lands and accepting transfer of ownership over parts of the structures of factory buildings, warehouses, offices and other buildings located on such land by considering the ability to generate cash flow for unitholders (Free Cash Flow to Equity) and discount such cash flows with an appropriate discount rate which is the Cost of Equity), resulting in the present value of the net cash flows of the unitholders (Equity NPV). In addition, the IFA including the calculation of the return on investments of the unitholders (Equity IRR) and the unitholder's payback period. Detail are as follows:

Table 2-12: Table showing valuation results

| Valuation Results | Unit | Amount |
|---|-------------|--------|
| The net cash flows of the unitholders (Equity NPV) | THB Million | 212.64 |
| The return on investments of the unitholders (Equity IRR) | % | 8.74 |
| Payback Period of the unitholders | Year | 16.37 |

Sources: An estimation by the IFA

In addition, the IFA has assessed the appropriateness of this purchase price. The IFA has calculated the present value of free cash flow and added to the present value of the terminal value which will be equal to THB 2,095.44 million, which is worth more than the initial investment that PROSPECT will make an investment in the Additional Investment Assets No. 2 which equal to THB 1,800 million and added to cost of acquiring assets this time of THB 82.80 million, which will be total amount of THB 1,882.80 million. Therefore, IFA is of the opinion that the price that PROSPECT will invest is appropriate. The details are in the table below.

Table 2-13: Table showing summary of the rate of return in base case

| Summary of the rate of return in base case | Unit | มูลค่า |
|--|--------------------|-----------------|
| PV of Free Cash Flow | THB Million | 1,812.72 |
| PV of Terminal Value | THB Million | 282.73 |
| Total present value | THB Million | 2,095.44 |
| Deduct: Initial Investment | THB Million | (1,800.00) |
| Deduct: Cost of acquiring assets this time | THB Million | (82.80) |
| Equity NPV | THB Million | 212.64 |
| Equity IRR | % | 8.74 |
| Payback Period | Year | 16.37 |

Source: An estimation by the IFA

Sensitivity Analysis

The IFA has conducted a sensitivity analysis of the assessment of the reasonableness of fair prices on a base case to cover the range of expected impacts of two factors as follows:

- (1) Change in rental price to obtain a value that covers fluctuations in rental prices and service fees for the areas of factory and warehouse. The IFA assumes that the change in rental price increases by 1.0 percent and decreases by 1.0 percent from the base case.
- (2) Cost of Equity: Ke to obtain a fair value covering interest rate fluctuations and returns of the SET. The IFA assumes that the financial cost of the trust unitholders increases by 0.25 percent and decreases by 0.25 percent from the base case.

Summary Table of Sensitivity Analysis

Table 2-14: Present Value of Free Cash Flow

| | | Change in cost of equity (Ke) | | | | |
|-----------------------|--------|-------------------------------|----------|----------|----------|----------|
| | | -0.50% | -0.25% | 0.00% | +0.25% | +0.25% |
| Change in rental rate | +2.00% | 2,278.04 | 2,205.53 | 2,138.64 | 2,076.77 | 2,019.41 |
| | +1.00% | 2,254.83 | 2,183.15 | 2,117.04 | 2,055.90 | 1,999.21 |
| | 0.00% | 2,231.61 | 2,160.77 | 2,095.44 | 2,035.03 | 1,979.02 |
| | -1.00% | 2,208.39 | 2,138.40 | 2,073.85 | 2,014.16 | 1,958.82 |
| | -2.00% | 2,185.18 | 2,116.02 | 2,052.25 | 1,993.28 | 1,938.63 |

Source: An estimation by the IFA

Table 2-15: Equity IRR and Payback Period

| | | Equity IRR | Payback Period |
|-----------------------|--------|------------|----------------|
| Change in rental rate | +2.00% | 8.94% | 16.10 years |
| | +1.00% | 8.84% | 16.23 years |
| | 0.00% | 8.74% | 16.37 years |
| | -1.00% | 8.63% | 16.51 years |
| | -2.00% | 8.53% | 16.65 years |

Source: An estimation by the IFA

Remarks: The change in cost of unitholders must not affect the rate of return on investment of trust unitholders. But because the cost of unitholders is used to calculate the cash flow of the terminal value. Therefore, when the cash flow of the terminal value changes, it affects the rate of return on investment of the trust unitholders.

In addition, the IFA has conducted a sensitivity analysis of the assessment of the reasonableness of fair prices on a base case to cover a range of expected impacts as follows:

- (1) Initial investment to get a range of the rate of return on investment of trust unitholders in the event that the initial investment value changes from an investment of not more than THB 1,800 million.

Table 2-16: Equity IRR

| | | Change in initial investment (THB Million) | | | | |
|--|--|--|----------|----------|----------|----------|
| | | 1,710.00 | 1,732.50 | 1,755.00 | 1,777.50 | 1,800.00 |
| | | -5.00% | -3.75% | -2.50% | -1.25% | 0.00% |
| | | 9.25% | 9.12% | 8.99% | 8.86% | 8.74% |

Source: An estimation by the IFA

Summary of the Opinion of the Independent Financial Advisor Regarding the Analysis of Return on Investment

The IFA has considered the reasonableness of entering into the investment of Additional Investment Assets No. 2 of PROSPECT by analyzing the return on investment by several approaches under the assumptions that PROSPECT shall be able to utilize benefits from the Additional Investment Assets in the form of rental income and service income to the trust unitholders. The IFA gathered, analyzed, and prepared financial projections based on past operating performance, information received from the interview with the REIT Manager, the Property Manager, and statistical data collected by relevant agencies in the study of investment feasibility and investment return analysis. The IFA can summarize the analysis results as follows:

Investment Return Analysis in the form of the rate of return of Trust Unitholders

From analysis, the Present Value of Free Cash Flow will be equal to THB 1,938.63 – 2,278.04 million. The fair value by net present value of free cash flow method to unitholders (Equity NPV) will be equal to THB 138.63 – 478.04 million, the rate of return on investment of trust unitholders (Equity IRR) will be equal to 8.53 – 8.94 percent and the payback period of the unitholders is 16.10 – 16.65 years

From the sensitivity analysis above, in all cases of changes in the cost of trust unitholders, the present value of net cash flows to trust unitholders is positive, including the rate of return on investment of trust unitholders is considered a good rate of return which is higher than the cost of unitholders (K_e). Therefore, the IFA is of the opinion that Entering into such a transaction is an investment possibility.

According to the analysis of advantages - disadvantages of asset acquisition transaction, advantages - disadvantages of entering into the transaction with a related person, risks that may arise from entering into the transaction, analysis of impact on the existing trust unitholders, as well as analysis of investment return as presented above, the IFA has an opinion that the Acquisition of Additional Investment Assets of REIT and entering into the transaction with a person related with the REIT Manager is appropriate

2.5.3 Conditions to the Transaction

The acquisition of the Additional Investment Assets No. 2 is under the key conditions precedent as follows:

Table 2-17: Summary of Progress of key conditions precedent before entering into the Transaction

| Key Conditions Precedent | Status |
|---|--------------|
| 1) The Company must receive the approval of the Trust Unitholders' meeting of PROSPECT in relation to the investment on the Additional Investment Assets No. 2 of PROSPECT. | ■ In process |
| 2) The Securities and Exchange Commission has allowed PROSPECT to increase its capital | ■ In process |

| Key Conditions Precedent | Status |
|---|--------------|
| 3) Issued and offered trust unit to the public in accordance with the resolution of the unitholders' meeting and the proceeds from such issuance and offering are deposited into DREIT's account | ■ In process |
| 4) Parties under the Trust Deed entered into an agreement to amend the said agreement and other related transaction agreements related to the trust. | ■ In process |
| 5) PROSPECT has negotiated and/or entered into a loan agreement for the investment in the Additional Investment Assets No. 2 | ■ In process |
| 6) Proceed in accordance with the conditions precedent in the loan agreement in all respects, or waive certain conditions or all conditions under the loan agreement | ■ In process |
| 7) PD must receive the approval of the Board of Directors' Meeting and/or the shareholders' meeting of PD in relation to the sale and sublease of the Additional Investment Assets No. 2 to PROSPECT. | ■ In process |

Source: The Company's information

2.6 Appropriateness of an appointment of Prospect Development Co., Ltd as the Property Manager for the Additional Investment Assets No. 2

In Consideration for the appropriateness of an appointment of Prospect Development Co., Ltd. (“Asset Owner” or “Prospect Development” or “PD”) as the Property Manager for the Additional Investment Assets No.2, the IFA has considered the appropriateness of the compensation and conditions from the draft Property Manager Appointment Agreement as shown in Attachment 2 of this report.

2.6.1 Appropriateness of Compensation and Fee for the Property Manager

The IFA has considered a draft Property Manager Appointment Agreement for the Additional Investment Assets. Key compensation and expenses can be summarized as follows:

- (1) Management fee to be invested by PROSPECT is calculated based on sublease and service income from the sublease and service contracts with customers, which PROSPECT receives in a month in accordance with the criteria for earning income, according to generally accepted accounting standards. This fee will be paid at a rate of 3.00 percent of revenue from rental and service.
- (2) Incentive fee for managing properties to be invested by PROSPECT for the Property Manager is calculated from the results of property management, which will be paid at the rate of 5.00 percent of the result to property management (*the result of property management refers to the surplus from total income deducted by total expenses for management assets to be invested by PROSPECT before depreciation, amortization, and interest expenses*).
- (3) Lessee procurement fee (in case the Property Manager recommends or procures a lessee)
 - New lessees with the lease period equal to or more than 3 years, but not more than 3 years and 1 month, the Property Manager is entitled to a fee equivalent to the amount of 1 month rental that PROSPECT will receive. In the case of a lease less than 3 years, the Property Manager is entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months. In the case where the period is more than 3 years and 1 month, but not more than 9 years, the Property Manager is entitled to a fee equivalent to the amount of 1.5 months rental that PROSPECT will receive. In the case where the period is more than 9 years, the Property Manager is entitled to a fee equivalent the amount of 2 months rental that PROSPECT will receive.
 - Current lessees who will renew the lease agreement and the service agreement with PROSPECT with the lease period equals to or more than 3 years, but not more than 3 years and 1 month, the Property Manager is entitled to a fee equivalent to the amount of 0.5 month rental that PROSPECT will receive. In the case of a lease more than 1 year but less than 3 years, the Property Manager is entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months. In the case where the period is more than 3 years and 1 month, but not more than 9 years, the Property Manager is entitled to a fee equivalent to the amount of 0.75 month rental that PROSPECT will receive. In the case where the period is more

than 9 years, the Property Manager is entitled to a fee equivalent to the amount of 1 month rental that PROSPECT will receive.

In Consideration for the appropriateness of compensation and fees, the IFA has compared with the current structure of the Property Manager's compensation for property management of PROSPECT and compared with the current structure of the Property Manager's compensation for property management of other Property Funds and Real Estate Investment Trusts, both invest in freehold and/or leasehold right in warehouse and factory for rent, with similar scope of service for the Property Manager to the scope of services provided by Prospect Development.

The comparable of Property Funds and Real Estate Investment Trusts includes 1) Aim Industrial Growth Freehold and Leasehold REIT (AIMIRT) 2) Amata Summit Growth Freehold and Leasehold REIT (AMATAR) 3) Frasers Property Thailand Industrial Freehold and Leasehold REIT (FTREIT) and 4) WHA Industrial Leasehold Real Estate Investment Trust (WHAIR)

Table 2-18: Comparison of Management Fee and Incentive Fee

| | Management Fee | Incentive Fee |
|--|--|--|
| The Additional Investment Assets No. 2 | 3 percent of revenue from rental and service | 5 percent of the result to property management |
| Current of PROSPECT | <ul style="list-style-type: none"> - 3 percent of revenue from rental and service for not over THB 500 million - 3 percent of revenue from rental and service for above than THB 500 million but not over THB 750 million - 2 percent of revenue from rental and service for above than THB 750 million | <ul style="list-style-type: none"> - 6 percent of the result to property management for not over THB 400 million - 5 percent of the result to property management for above than THB 400 million but not over THB 600 million - 4 percent of the result to property management for above than THB 600 million |
| AIMIRT | Not over than 2.75 percent of net revenue from rental and service | Not over than 4 percent of operating profit |
| AMATAR | Not over than THB 50 million per year | Not over than 25 percent of margin from 3-year average of gross profit for the period and minus by 1.07 times of prior period of gross profit, when the 3-year average of gross profit increases more than 7 percent (calculating every 3 years) |
| FTREIT | - 3 percent of net revenue from rental and service | - 5 percent of operating profit |
| WHAIR | <ul style="list-style-type: none"> - 1.75 percent of operating revenue in year 1 – 5 - 5 percent of operating revenue in year 6 – 10 | None |

Source: Form 56-1 for 2021 of comparable property funds and real estate investment trusts

Table 2-19: Comparison of Lessee Procurement Fee

| | Lessee Procurement Fee |
|--|--|
| The Additional Investment Assets No. 2 | <u>New lessees</u> <ul style="list-style-type: none"> - The lease period equal to or more than 3 years, but not more than 3 years and 1 month, a fee equivalent to the amount of 1 month rental |

| | |
|---------------------|--|
| | <ul style="list-style-type: none"> - The lease less than 3 years, entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months - The lease period is more than 3 years and 1 month, but not more than 9 years, a fee equivalent to the amount of 1.5 month rental - The lease period is more than 9 years, a fee equivalent to the amount of 2 months rental <p><u>Current lessees who will renew the lease agreement</u></p> <ul style="list-style-type: none"> - The lease period equal to or more than 3 years, but not more than 3 years and 1 month, a fee equivalent to the amount of 0.5 month rental - The lease less than 3 years, entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months - The lease period is more than 3 years and 1 month, but not more than 9 years, a fee equivalent to the amount of 0.75 month rental - The lease period is more than 9 years, a fee equivalent to the amount of 1 month rental |
| Current of PROSPECT | <p><u>New lessees</u></p> <ul style="list-style-type: none"> - The lease period equal to or more than 3 years, but not more than 3 years and 1 month, a fee equivalent to the amount of 1 month rental - The lease less than 3 years, entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months - The lease period is more than 3 years and 1 month, but not more than 9 years, a fee equivalent to the amount of 1.5 month rental - The lease period is more than 9 years, a fee equivalent to the amount of 2 months rental <p><u>Current lessees who will renew the lease agreement</u></p> <ul style="list-style-type: none"> - The lease period equal to or more than 3 years, but not more than 3 years and 1 month, a fee equivalent to the amount of 0.5 month rental - The lease less than 3 years, entitled to a fee calculated on a pro rata basis by comparing the actual rental period to the standard lease period of 36 months - The lease period is more than 3 years and 1 month, but not more than 9 years, a fee equivalent to the amount of 0.75 month rental - The lease period is more than 9 years, a fee equivalent to the amount of 1 month rental |
| AIMIRT | <ul style="list-style-type: none"> - 0.5 months of rental rate and service fee in the case of the original tenant renewing the lease agreement and service agreement for a period of 3 years, in case of renewal of the agreement or a new agreement more or less than 3 years, the commission fee will be reduced or increased (as the case may be) proportionate to the actual lease term - 1 months of rental rate and service fee in the case of the new tenant renewing the lease agreement and service agreement for a period of 3 years, in case of renewal of the agreement or a new agreement more or less than 3 years, the commission fee will be reduced or increased (as the case may be) proportionate to the actual lease term |
| AMATAR | None |
| FTREIT | Proportionate to the period of rental and service contracts from new lessees but not over than 3 months of rental and service rate |
| WHAIR | <ul style="list-style-type: none"> - For new lessees, the lease period equal to or more than 3 years, a fee equivalent to the amount of 1 month rental |

| | |
|--|--|
| | <ul style="list-style-type: none"> - For current lessees who will renew the lease agreement, the lease period equal to or more than 3 years, a fee equivalent to the amount of 0.5 month rental - In case of lease term is equal to or more than 1 year but not over than 3 years, the fee is calculated in proportion of the actual lease term which is compared to lease term standard 3 years. - In case of lease term is less than 1 year and hiring or assigning the property agent, the fee is calculated in proportion of the actual lease term which is compared to lease term standard 3 years, but in case of the property manager procure the new tenant by themselves without hiring or assigning the property agent or others, there is no right to get the fee. |
|--|--|

Source: Form 56-1 for 2021 of comparable property funds and real estate investment trusts

From the comparison of current fees and incentives of Property Manager of PROSPECT and other property funds and real estate investment trusts, the IFA has opinion as follows:

- (1) Compensation for managing properties at 3 percent of rental and service income is compensation rate close to comparable data at approximately 1.75 percent to 5 percent of rental and service income.
- (2) Motivation incentives for managing properties at the rate of 5 percent of the result of the property management is close to the current compensation for the Property Manager of PROSPECT. And when compared with other Property Funds and Real Estate Investment Trusts, there may be different methods in calculating for compensation, but for the most part, similar fee applies, or about 4 percent to 6 percent of operating profit
- (3) Sub-lessee procurement fee is similar to the current sub-lessee procurement fee of PROSPECT. And when compared with other Property Funds and Real Estate Investment Trusts, there may be different methods in calculating fees, but for the most part, similar fee applies or approximately equal to income and service fees for 0.5 month to 3 months

The Independent Financial Advisor has opinion that fees and incentives of Property Manager payable to Prospect Development are fair and reasonable since it can be comparable with current fees of PROSPECT and other similar property funds and real estate investment trusts. In addition, Prospect Development is the owner and the manager in the assets which PROSPECT will additionally invested in as from the beginning, and also is one of the entrepreneurs in Thailand who has experience and expertise in the management of factory buildings and warehouses and Prospect Development is well familiar with the properties to be invested in.

2.6.2 Appropriateness of conditions for appointment of the Property Manager

The IFA has considered the fairness of the conditions for appointing Prospect Development as the Property Manager for this additional investment assets from the draft Property Manager Appointment Agreement as shown in Attachment 2 of this report with the key conditions as follows:

- (1) The initial management period requires the Property Manager to perform various duties as stipulated in the agreement for a period of 10 years

- (2) At the end of the period and there is no cause for breach of the agreement, the contract is automatically renewed for another 10 years. The terms and conditions of the agreement being extended shall be in accordance with this agreement. However, the period must not exceed the sublease period under the REIT's asset investment agreement.
- (3) The Property Manager agrees to perform general duties in the administration and management of the assets invested by PROSPECT as stated in this agreement or as agreed in writing which must be consistent with the annual operating plan, Trust Deed, and relevant securities laws and additional assigned duties, duty to provide sufficient and appropriate personnel, duty of preparing the annual action plan and the duty of keeping copies of documents, etc.
- (4) The REIT Manager has the power to consider the performance of the Property Manager in every 3 years from the date PROSPECT invests in the assets. If the average operating income is lower than the threshold, the REIT Manager will consider the operating results again next year.
- (5) Payment for compensation, details are in accordance with section 2.6.1 of this report.

The IFA is of the opinion that the terms and conditions in the draft of the Property Manager Appointment Agreement for the appointment of Prospect Development as the property manager for the Additional Investment Assets No.2 are fair as these are normal terms of general business transactions, as well as there are no conditions that will result in the loss of benefits of REIT and trust unitholders.

This page intentionally left blank

Part 3: Appropriateness of The Allocation of Trust Units between the Trust and Persons Related to the REIT Manager

3.1 Characteristics of the Transaction

3.1.1 Objective and Background of the Transaction

Reference is made to Prospect REIT Management Co., Ltd. (the “**Company**” or “**REIT Manager**”), as the REIT Manager of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust (the “**Trust**” or “**PROSPECT**”) convened its Board of Directors’ Meeting on 1 June 2022. The REIT Manager has the resolutions to propose to the trust unitholders to invest in the Additional Investment Assets No. 2 of the Trust and the source of fund are (1) the issuance and offering for sale of additional trust units or (2) the additional loan, or both.

The offering method of trust units in this time will be offered through the underwriter(s) and/or the subscription agent(s), and the price of the trust units to be offered for sale in this time will be determined with reference to the appraised value as assessed by an independent appraiser approved by the Office of the SEC, and taking into account other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, bonds and other investment options, and (6) results from the survey of institutional investors (Bookbuilding).

In this regard, the REIT Manager has a resolution to propose to the trust unitholders to approve the private placement offering method of parts of trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies.

FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies are persons related to the REIT Manager. The transaction is considered as connected transaction between the Trust and persons related to the REIT Manager.

In this regard, the Trust is required to disclose information memorandum regarding the transaction between the Trust and persons related to the REIT Manager to the SET. In addition, such transaction must be approved in the trust unitholders’ Meeting by affirmative votes of not less than three-fourths of all trust units of the trust unitholders attending the meeting and having the right to vote. The REIT Manager shall not include the votes of trust units that have a special interest.

In addition, the private placement of trust units to specific trust unitholders shall not be objected by the trust unitholders for more than 10 percent of all trust units of the trust unitholders attending the meeting and having the right to vote according to Trust Deed and Clause 6 of the Notification No. SorRor. 26/2555.

3.1.2 Parties Involved and Relationship

| | | |
|------------------|---|--|
| Parties involved | : | FNS Holdings Public Company Limited and M.K. Real Estate Development Public Company Limited and Prospect Development |
| Relationship | : | <ul style="list-style-type: none">- FNS Holdings Public Company Limited is one of the major trust unitholders of PROSPECT and a major shareholder of M.K. Real Estate Development Public Company Limited, holding 31.51 percent of shares which is considered as person with controlling power of the REIT Manager.- M.K. Real Estate Development Public Company Limited is a major shareholder of Prospect Development, holding 99.99 percent of shares which is considered as person with controlling power of the REIT Manager.- Prospect Development is a major shareholder of the REIT Manager of PROSPECT, holding 99.99 percent of shares, as well as the current Property Manager of PROSPECT. |

3.1.3 Transaction Date

After obtaining the approval from the trust unitholders' Meeting of PROSPECT and the Office of the SEC for the related issues, and all the additional trust units of PROSPECT have been issued and offered for sale.

3.1.4 Characteristics of the Transaction

The REIT Manager has a resolution to propose to the trust unitholders to approve the private placement offering method of parts of trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies. The offering for sale and allocation method for additional trust units to be issued and offered for sale in the first capital increase and the listing of the newly issued trust units on the Stock Exchange of Thailand are as follows:

For the issuance and offering for sale of additional trust units at the amount not exceeding 180,000,000 units, the offering for sale and allocation method for trust units will be proposed in 2 options for the trust unitholders' considerations as follows:

Option 1: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand by the offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies.

Part 1: To allocate not less than 50 percent of all additional trust units issued and offered for sale in this capital increase to the existing trust in accordance with the proportion of

trust unitholding (Rights Offering). The existing trust unitholders may declare their intention to subscribe for the amount of the additional trust units offered for sale in this time at the amount they are entitled to be allocated, more than the amount they are entitled to be allocated, less than the amount they are entitled to be allocated, or they may waive their rights to subscribe for additional trust units offered for sale in this time. *(The REIT Manager reserves the right, as it deems appropriate, to allocate the remaining trust units to the subscribers who are entitled to subscribe for the additional trust units in Part 1 and have declared their intention to subscribe to trust units in excess of the amount they are entitled to, at the same time or after the allocation of trust units in Part 3 of Option 1 or none.)*

Part 2: To allocate the trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies. The number of trust units to be allocated to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies, when combined with Part 1, shall not exceed 35 percent of all trust units to be issued and offered for sale in this capital increase.

Part 3: To allocate the remaining trust units after the offering for sale in the Part 1 and Part 2 to: (1) persons on a private placement basis and/or (2) the general public, as it deems appropriate, according to the Notification TorThor. 27/2559 and other related notifications in the same offering price with the offering of additional trust units in Part 1 and Part 2.

Option 2: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the first capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand in case there is no offering for sale of parts of Trust Units specifically to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies

Part 1: To allocate not less than 50 percent of all additional trust units issued and offered for sale in this capital increase to the existing trust in accordance with the proportion of trust unitholding (Rights Offering). The existing trust unitholders may declare their intention to subscribe for the amount of the additional trust units offered for sale in this time at the amount they are entitled to be allocated, more than the amount they are entitled to be allocated, less than the amount they are entitled to be allocated, or they may waive their rights to subscribe for additional trust units offered for sale in this time. *(The REIT Manager reserves the right, as it deems appropriate, to allocate the remaining trust units to the subscribers who are entitled to subscribe for the additional trust units in Part 1 and have declared their intention to subscribe to trust units in excess of the amount they are entitled to, at the same time or after the allocation of trust units in Part 2 of Option 2 or none.)*

Part 2: To allocate the remaining trust units after the offering for sale in the Part 1 and Part 2 to:
(1) persons on a private placement basis and/or (2) the general public, as it deems appropriate, according to the Notification TorThor. 27/2559 and other related notifications.

3.1.5 Type and Size of the Transaction

Not exceeding Baht 668 million (which is calculated in case the loan for investment in the main Additional Investment Assets No. 2 is not made, and at the rate of 35 percent of the funds raised from trust unitholders in this capital increase at the total value of not exceeding Baht 1,800 million, and of relevant estimation).

| |
|---|
| 3.2 Advantages, Disadvantages and Risks of Entering into the Transaction |
|---|

3.2.1 Advantages of Entering into the Transaction

(1) The Trust is able to precisely determine specific subscribers of trust units

The private placement offering of parts of trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development and/or connected persons of such companies will certainly determines specific subscribers of trust units which reduces the risks from the issuance and offering for sale of the trust units.

(2) Create of confident to the trust unitholders

The private placement offering of parts of trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development which are the group of companies with stable financial status, reputation and acceptability will create a good image of the Trust and create confident to the existing trust unitholders or public who has interest to invest in the Trust for this fund raising.

3.2.2 Disadvantages of Entering into the Transaction

(1) Doubt arising from entering into a transaction with connected persons

The allocation of parts of trust units to connected persons including Prospect Development who is a major shareholder of the REIT Manager, holding 99.99 percent of shares as well as the current Property Manager of the Trust and/or FNS Holdings Public Company Limited who is one of the major trust unitholders of the Trust and a major shareholder of M.K. Real Estate Development Public Company Limited, holding 31.51 percent of shares which is considered as person with controlling power of the REIT Manager and/or M.K. Real Estate Development Public Company Limited who is a major shareholder of Prospect Development, holding 99.99 percent of shares which is considered as person with controlling power of the REIT

Manager, may cause doubts to the Trust that such related persons may involve in the interest of offering price determination.

However, entering into the aforementioned related transaction must go through the process of conducting a related transaction in accordance with the trust deed of the Trust and related laws, such as being studied and examined by the Audit Committee of the REIT Manager and approved by the trustee. In addition, the offering method of trust units in this time will be offered through the underwriter(s) and/or the subscription agent(s), and the price of the trust units to be offered for sale in this time will be determined with reference to the appraised value as assessed by an independent appraiser approved by the Office of the SEC, and taking into account other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, bonds and other investment options, and (6) results from the survey of institutional investors (Bookbuilding). The determination criteria of offering price are the same as to the rights offering and the public offering.

3.2.3 Risks from Entering into the Transaction

(1) Risk of conflict of interest

Since FNS Holdings Public Company Limited is a major shareholder of M.K. Real Estate Development Public Company Limited and M.K. Real Estate Development Public Company Limited and Prospect Development are persons with controlling power of the REIT Manager, the allocation of parts of trust units to FNS Holdings Public Company Limited and/or M.K. Real Estate Development Public Company Limited and/or Prospect Development may result the risk associated with a conflict of interest.

However, entering into the aforementioned related transaction must go through the process of conducting a related transaction in accordance with the trust deed of the Trust and related laws, such as being studied and examined by the Audit Committee of the REIT Manager and approved by the trustee. The aforementioned actions are one approach to protect the interests of DREIT in entering into the transaction with a related person.

| |
|--|
| <h3>3.3 Appropriate of the Price and Terms of Transaction</h3> |
|--|

The price of the trust units to be offered for sale in this time will be determined with reference to the appraised value as assessed by an independent appraiser approved by the Office of the SEC, and taking into account other relevant factors, including:

- (1) Conditions of the capital and financial markets during the offer for sale of the trust units
- (2) The appropriate rate of return for investors

- (3) The commerciality of the assets
- (4) Interest rates, both domestically and on the global market
- (5) The rate of return on investments in equity instruments, debt instruments and other investment options
- (6) results from the survey of institutional investors (Bookbuilding)

The Independent Financial Advisor has opinion that the determination criteria of offering price are appropriate since those are the same as to the rights offering and the public offering.

The entering into such transaction of the Trust is a connected transaction between the REIT Manager and related persons with the size of transaction equivalent to or exceeding THB 20,000,000 or exceeding 3 percent of the net asset value of the Trust, whichever is higher. Therefore, entering into such transaction must be approved by the trust unitholders' meeting by a vote of not less than three-fourths of all votes of the trust unitholders attending the meeting and having the rights to vote. The counting of such votes of all trust unitholders having the right to vote, the REIT Manager shall not include the votes of trust units that have special interests.

In addition, the private placement of trust units to specific trust unitholders shall not be objected by the trust unitholders for more than 10 percent of all trust units of the trust unitholders attending the meeting and having the right to vote according to Trust Deed and Clause 6 of the Notification No. SorRor. 26/2555.

The Independent Financial Advisor has opinion that the above terms are in accordance with the rules and conditions of good corporate governance and relevant regulations of the SEC, as well as a protection of the existing trust unitholders' interests.

3.4 Summary of Independent Financial Advisor Opinion Regarding the Appropriateness of the Allocation of Trust Units between the Trust and Persons Related to the REIT Manager

According to the analysis of advantages-disadvantages of entering into the transaction with related persons, risks that may arise from entering into the transaction, and the appropriateness of the price and terms of the transaction, the IFA has an opinion that the allocation of trust units between the trust and and persons related to the REIT Manager is appropriate.

The Independent Financial Advisor is of the opinion that the trust unitholders should approve the transaction of the allocation of trust units between the trust and and persons related to the REIT Manager.

In deciding whether to grant approval for the Company to enter into the transaction, the trust unitholders can consider the information, reasons and opinion in various aspects provided by the IFA in this report. However, the decision whether to approve the transaction depends primarily on the trust unitholders' individual judgment.

Part 4: Summary of Opinion of the Independent Financial Advisor

Please see a summary of opinion of the Independent Financial Advisor in “**Executive Summary**”, Page 3 of this IFA Report.

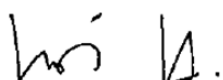
Nonetheless, in deciding whether to approve or disapprove the said transaction, the trust unitholders can make consideration thereon based on the above reasons and opinion rendered by the Independent Financial Advisor. The final decision depends on the trust unitholders’ individual judgment.

I V Global Securities Public Company Limited as the Independent Financial Advisor of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust certifies that we have studied and analyzed the data provided by the professional standard and on the opinion fairly using independent professional judgments, by placing the interest of the trust unitholders at the utmost importance.

Yours Faithfully,

Independent Financial Advisor

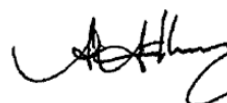
I V Global Securities Public Company Limited



(Miss Krisaporn Kunchan)

Vice President

Supervisor Financial Advisory



(Mrs. Sriporn Sudthipongse)

President and CEO

This page intentionally left blank

Attachment 1

Summary of Important Information of

Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust

Source: Form 56-1 of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust

| |
|-------------------------------|
| 1. General Information |
|-------------------------------|

| | | |
|------------------------|---|--|
| Trust Name | : | Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust ("PROSPECT") |
| Abbreviation | : | PROSPECT |
| Establishment Date | : | 14 August 2020 |
| Term | : | Indefinite |
| Ownership | : | Sub-leasehold rights of parts of land and buildings in the Bangkok Free Trade Zone ("BFTZ") |
| Trust Manager | : | Prospect REIT Management Co., Ltd. |
| Property Manager | : | Propect Development Co., Ltd. |
| Trustee | : | SCB Asset Management Co., Ltd. |
| Listed Securities Type | : | Registered and paid-up capital of THB 2,368.464,000 with a total investment unit of 245,000,000 units with a par value of THB 9.6672 per unit. |
| Secondary Market | : | Stock Exchange of Thailand (SET) |
| Auditor | : | KPMG Phoomchai Audit Co., Ltd. |

2. Policies, Business Overview, and Procurement of Benefits

2.1 Trust Objectives

Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust ("PROSPECT REIT", "the Trust", "the REIT") was been established for the purpose of conducting transactions in the capital market in line with the specifications of the Office of the Securities and Exchange Commission ("the SEC"). PROSPECT REIT was established on 14 August 2020 with SCB Asset Management Co., Ltd. designated as the Trustee and Prospect REIT Management Co., Ltd. (the "Company") designated as the REIT Manager.

Its objective is to issue and offer securities in the form of real estate investment trust units (REIT) to the public in line with Announcement Thor. Jor. 49/2555 and to list trust units in the Stock Exchange of Thailand (the "Stock Exchange", "the SET"). PROSPECT REIT was listed in the Stock Exchange on 20 August 2020.

PROSPECT REIT brought funds obtained from the offering of trust units along with funds obtained from loans to invest in the main assets and to use this asset to procure benefits in sub-leasing, space utilization, and/or services related to sub-leasing or the sub-leased assets. In procuring these benefits, the Company, as the REIT Manager, appointed Prospect Development Co., Ltd. ("Prospect Development") to become the Property Manager to take actions to procure benefits and manage the main assets which PROSPECT REIT invests in under the supervision and policies of the REIT Manager. This designation or appointment complies with the specifications in the Trust Deed along with related laws and announcements of the SEC. The procurement of benefits and management of the main assets of PROSPECT REIT will occur under the control and supervision of the Trustee to ensure that the Company's activities and those of the Property Manager follow the terms and conditions of the REIT Manager Appoint Agreement and the Property Manager Appoint Agreement along with the requirements of Trust for Transactions in Capital Market Act, B.E. 2550 (2007), (the "Trust Act") an any other related announcements of the SEC and the Stock Exchange. Furthermore, the Trust will not sub-lease PROSPECT REIT 's property to persons who can reasonably be suspected to use property to operate immoral or illegal businesses.

2.2 Significant Changes and Developments

Important events related to the trust's operation in the fiscal year

Year 2020 (August 2020 – 31 December 2020)

PROSPECT REIT was established by virtue of the Trust Act with SCB Asset Management Co., Ltd. designated as the Trust's Trustee. In addition, Prospect REIT Management Co., Ltd. was designated as the REIT Manager on 14 August 2020,

On 18 August 2020, PROSPECT REIT was invested in the sub-leasehold rights of parts of land and buildings (land deed title no. 36059 and 4496) including a sub-lease agreement for secondary roads in the Bangkok Free Trade Zone, and trust units were registered as listed securities in the Stock Exchange on 20 August 2020.

Year 2021

PROSPECT REIT has no change on the REIT Manager, the Property Manager, the Trustee, and significant investment.

Year 2022

On March 21, 2022, PROSPECT REIT approved the investment in the additional assets No.1 by accepting the transfer of the ownership over the land, factory, and office building (built-to-suit) located within Bang Chalong Subdistrict, Bang Phli District, Samut Prakan Province. Leasable area 3,087 sq.m. By using the working capital of the REIT as the source of fund for additional investment assets No.1 and approving the appointment of Prospect Development Co., Ltd. who has expertise in factory and warehouse management in BFTZ as the Property Manager of the Additional Investment Assets No. 1.

2.3 Trust Asset Information

Characteristics of Investment Assets

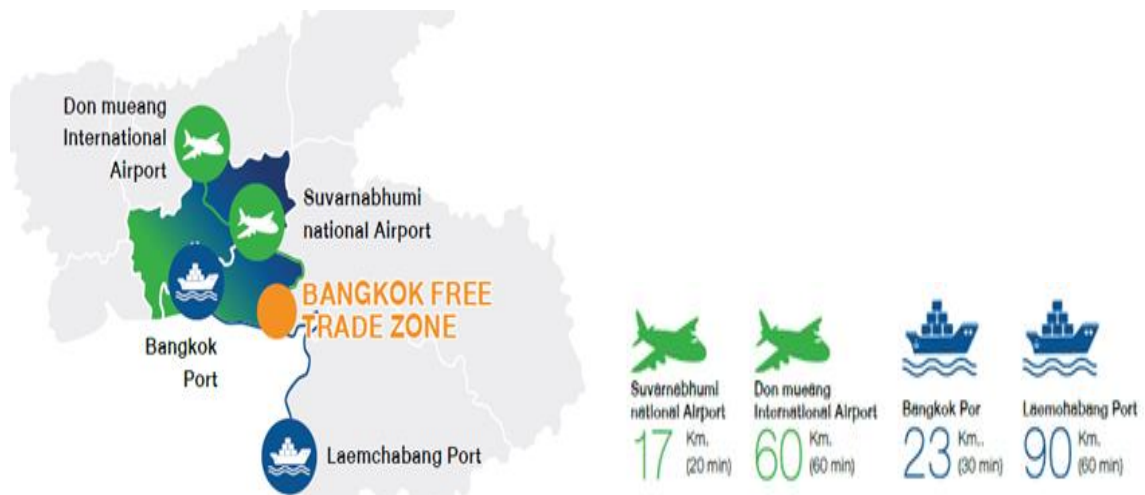
2.3.1 Characteristic of the The Bangkok Free Trade Zone ("BFTZ")

| | | | | | |
|-----------------------------------|---|-----------------------------|-----------|------------|--------|
| Location | BFTZ located on the land title deed no. 36059 (under the ownership of Wat Paknam), and land title deed no. 4496 (under the ownership of Wat Mongkol Nimit). Tambon Bang Sao Thong (Sao Thong), Amphoe Bang Phli (Bang Phli Yai), Samut Prakan Province. | | | | |
| Ownership | Sub-leasehold rights of parts of land and buildings in the Bangkok Free Trade Zone. Consisting of 63 buildings (185 units) with details as follows: | | | | |
| | 1)Warehouse | 21 | buildings | (102 | units) |
| | 2)Stand-alone Factory | 30 | buildings | (30 | units) |
| | 3)Mini Factory | 10 | buildings | (51 | units) |
| | 4)Built-to-Suit | 2 | buildings | (2 | units) |
| Land Area | Approximately 214-1-88.8 rais (343,155.3 sq.m.) comprising of: | | | | |
| | 1) | Free Zone area 127-2-63.8 | rais | (204,255.0 | sq.m.) |
| | 2) | General Zone area 86-3-25.0 | rais | (138,900.3 | sq.m.) |
| Leasable Area | Approximately 219,116.0 sq.m. comprising of: | | | | |
| | 1) | Free Zone area | 134,417.0 | sq.m. | |
| | 2) | General Zone area | 84,699.0 | sq.m. | |
| Secondary Roads Area ¹ | Approximately 26-3-90.4 rais (43,161.4 sq.m.) | | | | |

| | |
|-------------------------|---|
| Leasehold Period | From the registration date of the leasehold rights until December 22nd, 2039. |
| Average age of building | 8 Years |
| Investment Date | 18 August 2020 |
| Asset Acquisition Value | 3,429.1 million Baht (Including expenses for acquiring leasehold rights) |

Portfolio Highlight: Bangkok Free Trade Zone

- 1) Strategic location: The BFTZ is strategically located on Bangna-Trad Road km.23 in Samutprakarn province, which is a strategic point of industrial and logistics center, that link between the production base and the transportation by the land (Burabhavithi Expressway (Bangna-Chonburi) and Motorway Route 7 (Bangkok - Ban Chang Motorway)), by the air (Suvarnabhumi Airport and Don Mueang Airport), by the sea (Bangkok Port and Laem Chabang Port), and well connected to major roads with transportation linkages between Bangkok and other



- 2) Varieties of high-quality warehouse and factory in both Free Zone and General Zone to suit the variety of business operations of tenants





- 3) There are some areas is Free Zone, Free Zone is a designated area by the Custom Department for industrial, logistics and other business activities whereby raw materials, components and finished goods taken into the area are entitled to privileges on tax and custom duty.
- This tenant's privilege is the factor that impacts the rental decision. When the tenant rents a warehouse or factory in the BFTZ, expected facilities, and solutions designed to ensure efficient business operation. This may cause the Trust able to full fill effortlessly tenants in the BFTZ.

Assets Appraisal Value

15 Business Advisory co.,ltd (independent appraisers obtained approval from the SEC) was valued PROSPECT REIT's main invesment assets by considering the income approach as a basis for asset valuations, which determines the market value of the leasehold rights, the ability to generate income (Income Producing Property), calculated from the estimated cash flow that will occur from the main assets in the future and calculated back to the present value of the cash flow (Present Value), with a reasonable discount rate of cash flow (Discount Rate).

Which can be summarized as follows:

| Assets | Appraisal Value | Appraiser | Lastest Valuation Date |
|-------------------------|-----------------|------------------------------|------------------------|
| Bangkok Free Trade Zone | 3,343.60 | 15 Business Advisory co.,ltd | January 31, 2021 |

Source: Form 56-1 in the year of 2021

2.4 Management Structure

(1) REIT Manager: Prospect REIT Management Co., Ltd.

General Information

| | |
|--------------------------------|---|
| Name | : Prospect REIT Management Co., Ltd. |
| Establishment Date | : 29 November 2019 |
| Company Registration Number | : 0105562200821 |
| Office Address | : No. 345, 345 Surawong Building, 5th Floor Surawong Road, Suriyawong, Bangrak, Bangkok 10500 |
| Registered and Paid-up Capital | : THB 10,000,000 |

Source: Form 56-1 in the year of 2021

Shareholder Structure and Board of Directors of REIT Manager as follow:

a. Board of Directors

List of the Board of Directors of REIT Manager as of 31 December 2021 as follow:

| No. | Name | Position |
|-----|-------------------------------|----------------------|
| 1 | Mr. Vorasit Pokachaiyapat | Director |
| 2 | Miss Rachanee Mahatdetkul | Director |
| 3 | Ms. Pagali Chiarasawatwattana | Independent Director |

Source: Information of the trust and Form 56-1 in the year of 2021

Authorized Directors: Mr. Vorasit Pokachaiyapat and Miss Rachanee Mahatdetkul mutually sign and affix corporate seal

b. Shareholder Structure

List of the Shareholders of REIT Manager as of 31 December 2021 as follow:

| No. | Name | Number of Shares Held (shares) | Percentage of Total Outstanding Shares (%) |
|-------|--------------------------------|--------------------------------|--|
| 1 | Prospect Development Co., Ltd. | 99,997 | 99.997 |
| 2 | Mr. Vorasit Pokachaiyapat | 1 | 0.001 |
| 3 | Mrs. Sutida Suriyodorn | 1 | 0.001 |
| 4 | Miss Rachanee Mahatdetkul | 1 | 0.001 |
| Total | | 100,000 | 100.00 |

Source: Form 56-1 in the year of 2021

(2) Trustee: SCB Asset Management Co., Ltd.

General Information

| | |
|--------------------------------|---|
| Name | : SCB Asset Management Co., Ltd. |
| Establishment Date | : 18 March 1992 |
| Company Registration Number | : 0105535048398 |
| Office Address | : 7-8th Floor, SCB Park Plaza 1, 18 Ratchadapisek Road Chatuchak, Bangkok 10900 |
| Registered and Paid-up Capital | : THB 200,000,000 |

Source: www.scbam.com

Shareholder Structure and Board of Directors of Trustee as follow:

a. Board of Directors

List of the Board of Directors of Trustee as of 31 May 2022 as follow:

| No. | Name | Position |
|-----|------------------------------|--|
| 1 | Mrs. Kittiya Todhanakasem | Chairman and Chairman of the Risk Management Committee |
| 2 | Mrs. Salinee Wangtal | Director and Chairman of the Audit Committee |
| 3 | Dr. Yunyong Thaicharoen | Director |
| 4 | Mr. Chalitti Nuangchamnon | Director and Member of the Audit Committee |
| 5 | Mr. Narongsak Plodmechai | Director and Chief Executive Officer |
| 6 | Mr. Patiphan Lertprasertsiri | Director |

Source: www.scbam.com

b. Shareholder Structure

List of the Shareholders of Trustee as of 31 December 2021 as follow:

| No. | Name | Number of Shares Held (shares) | Percentage of Total Outstanding Shares (%) |
|-------|-------------------------------|--------------------------------|--|
| 1 | Siam Commercial Bank PLC. | 19,999,998 | 99.999990 |
| 2 | Miss Chanakarn Anantakunakorn | 1 | 0.000005 |
| 3 | Miss Atchara Sattrasart | 1 | 0.000005 |
| Total | | 20,000,000 | 100.00 |

Source: www.scbam.com and Form 56-1 in the year of 2021

(3) Property Manager of the Trust's main assets: Prospect Development Co., Ltd.

General Information

| | | |
|--------------------------------|---|---|
| Name | : | Prospect Development Co., Ltd. |
| Establishment Date | : | 23 September 2005 |
| Company Registration Number | : | 0105548125655 |
| Office Address | : | No. 345, 345 Surawong Building, 5th Floor Surawong Road, Suriyawong, Bangrak, Bangkok 10500 |
| Registered and Paid-up Capital | : | THB 2,260,000,000 |

Source: Form 56-1 in the year of 2021

Shareholder Structure and Board of Directors of Property Manager as follow:

a. Board of Directors

List of the Board of Directors of Property Manager as of 31 December 2021 as follow

| No. | Name | Position |
|-----|---------------------------|----------|
| 1 | Mr. Vorasit Pokachaiyapat | Director |
| 2 | Mrs. Sutida Suriyodorn | Director |
| 3 | Miss Rachanee Mahatdetkul | Director |
| 4 | Miss Dusadee Tancharoen | Director |

Source: Form 56-1 in the year of 2021 and Information of the trust

Authorized Directors: Two directors mutually sign and affix corporate seal

b. Shareholder Structure

List of the Shareholders of Property Manager as of 31 December 2021 as follow

| No. | Name | Number of Shares Held (shares) | Percentage of Total Outstanding Shares (%) |
|-------|-----------------------------------|--------------------------------|--|
| 1 | M.K. Real Estate Development Plc. | 225,999,998 | 0.9999999912 |
| 2 | Mr. Vorasit Pokachaiyapat | 1 | 0.0000000044 |
| 3 | Mrs. Sutida Suriyodorn | 1 | 0.0000000044 |
| Total | | 226,000,000 | 100.00 |

Source: Form 56-1 in the year of 2021 and Information of the trust

3. PROSPECT Unit and Unitholders Information

As of May 31, 2022 from the latest unitholder registration book closing date, PROSPECT has a registered and paid-up capital of THB 2,368.464,000 with a total investment unit of 245,000,000 units with a par value of THB 9.6672 per unit.

List of the first 10 Major unitholders of PROSPECT as of 31 May 2022

| No. | Name | Units | % |
|--------------------------------|---|--------------------|---------------|
| 1. | Finansa PLC. | 56,319,500 | 22.99 |
| 2. | M.K. Real Estate Development PLC. | 21,847,100 | 8.92 |
| 3. | Krungthai-AXA Life Insurance PLC. | 13,493,200 | 5.51 |
| 4. | Allianz Ayudhya Assurance PLC. | 10,000,000 | 4.08 |
| 5. | Bangkok Life Assurance PLC. | 7,940,700 | 3.24 |
| 6. | Thai Samsung Life Insurance PLC. | 6,672,200 | 2.72 |
| 7. | Mr. Shwin Tangcravakoon | 5,000,000 | 2.04 |
| | Mr. Kanes Tangcravakoon | 5,000,000 | 2.04 |
| 8. | Allianz Ayudhya Capital PLC. | 4,000,000 | 1.63 |
| 9. | Phillip Life Assurance PLC. by Phillip Securities (Thailand) PLC. | 3,767,502 | 1.54 |
| 10. | Mr. Wicha Sakundeelert | 3,724,700 | 1.52 |
| Total major unitholders | | 137,764,902 | 56.23 |
| Other unitholders | | 107,235,098 | 43.77 |
| Total | | 245,000,000 | 100.00 |

Source: Form 56-1 in the year of 2021 and Stock Exchange of Thailand (SET)

4. Summary of key items in the financial statements and analysis of financial position and performance

The report of statement of financial position, statement of comprehensive income and statement of cash flows, as well as a table of summarizing the key financial ratios for the period of August 14, 2020 (PROSPECT establishment date) to March 31, 2022, audited by KPMG Phoomchai Audit Co., Ltd.

■ Statement of financial position

Statement of financial position – Assets

(Unit: THB Million, except net asset value per unit)

| Statement of financial position | 31 December 2020 | | 31 December 2021 | | 31 March 2022 | |
|--|------------------|---------------|------------------|---------------|-----------------|---------------|
| | THB Million | Percent (%) | THB Million | Percent (%) | THB Million | Percent (%) |
| <u>Assets</u> | | | | | | |
| Investment measured at fair value through profit or loss | 242.42 | 6.54 | 232.40 | 6.41 | 128.60 | 3.64 |
| Investment in properties at fair value | 3,429.42 | 92.54 | 3,343.60 | 92.26 | 3,348.72 | 94.74 |
| Cash and cash equivalents | 24.53 | 0.66 | 22.96 | 0.63 | 23.68 | 0.67 |
| Interest receivables | 0.00 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 |
| Rent and service receivables | 8.30 | 0.22 | 18.02 | 0.50 | 17.58 | 0.50 |
| Prepaid expenses | 0.76 | 0.02 | 5.30 | 0.15 | 14.71 | 0.42 |
| Other assets | 0.39 | 0.02 | 1.64 | 0.05 | 1.39 | 0.04 |
| Total assets | 3,706.05 | 100.00 | 3,623.92 | 100.00 | 3,534.70 | 100.00 |
| <u>Liabilities</u> | | | | | | |
| Other account payable | 2.25 | 0.06 | 2.09 | 0.06 | 1.84 | 0.05 |
| Accrued expenses | 14.15 | 0.38 | 21.11 | 0.58 | 13.08 | 0.37 |
| Rent received in advance | 2.45 | 0.07 | 0.89 | 0.02 | 1.13 | 0.03 |
| Deposits received from tenants | 175.85 | 4.74 | 165.63 | 4.57 | 168.34 | 4.76 |
| Withholding tax payable | 0.28 | 0.01 | 4.30 | 0.12 | 4.09 | 0.12 |
| Borrowing | 1,039.61 | 28.05 | 1,027.81 | 28.36 | 1,015.02 | 28.72 |
| Other liabilities | 6.91 | 0.19 | 6.62 | 0.18 | 4.97 | 0.14 |
| Total liabilities | 1,241.59 | 33.50 | 1,228.47 | 33.90 | 1,208.47 | 34.19 |
| Net assets | 2,464.55 | 66.50 | 2,395.46 | 66.10 | 2,326.22 | 65.81 |
| <u>Net assets</u> | | | | | | |
| Authorised capital | 2,450.00 | 66.11 | 2,368.46 | 65.83 | 2,368.46 | 67.01 |
| Capital from trust unitholders | 2,394.73 | 64.62 | 2,313.20 | 63.83 | 2,313.20 | 65.44 |
| Retained earnings | 69.82 | 1.88 | 82.26 | 2.27 | 13.03 | 0.37 |
| Net assets | 2,464.55 | 66.50 | 2,395.45 | 66.10 | 2,326.22 | 65.81 |
| Net asset value per unit (THB/unit) | 10.05 | 0.00 | 9.77 | 0.00 | 9.49 | 0.00 |

Source: PROSPECT Trust financial statements reviewed by KPMG Phoomchai Audit Co., Ltd.

▪ Statement of comprehensive income

Statement of comprehensive income

(Unit: THB Million)

| Statement of comprehensive income | 31 December 2020 | | 31 December 2021 | | 31 March 2021 | | 31 March 2022 | |
|---|------------------|---------------|------------------|----------------|----------------|----------------|----------------|----------------|
| | THB Million | % | THB Million | % | THB Million | % | THB Million | % |
| <u>Income</u> | | | | | | | | |
| Rent and service income | 152.38 | 99.89 | 438.74 | 98.99 | 107.75 | 99.82 | 106.65 | 97.33 |
| Interest income | 0.14 | 0.09 | 0.04 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Other income | 0.02 | 0.01 | 4.42 | 1.00 | 0.19 | 0.18 | 2.92 | 2.67 |
| Total income | 152.54 | 100.00 | 443.20 | 100.00 | 107.95 | 100.00 | 109.58 | 100.00 |
| <u>Expenses</u> | | | | | | | | |
| Property management fee | 14.77 | 9.68 | 44.83 | 10.12 | 10.71 | 9.92 | 10.78 | 9.84 |
| Management fee | 4.38 | 2.87 | 11.41 | 2.58 | 2.85 | 2.64 | 2.80 | 2.56 |
| Trustee fee | 3.02 | 1.98 | 7.73 | 1.74 | 1.93 | 1.78 | 1.88 | 1.71 |
| Registrar fee | 0.31 | 0.20 | 0.94 | 0.21 | 0.24 | 0.22 | 0.09 | 0.08 |
| Administrative expenses | 10.70 | 7.02 | 35.72 | 8.06 | 8.55 | 7.92 | 11.31 | 10.33 |
| Other expenses | 2.31 | 1.52 | 1.63 | 0.37 | 0.30 | 0.28 | 0.46 | 0.42 |
| Professional fee | 1.24 | 0.81 | 2.76 | 0.62 | 0.82 | 0.76 | 0.72 | 0.66 |
| Finance cost | 16.35 | 10.72 | 43.81 | 9.88 | 10.82 | 10.02 | 10.60 | 9.68 |
| Total expenses | 53.08 | 34.79 | 148.82 | 33.58 | 36.22 | 33.55 | 38.66 | 35.28 |
| Net profit on investments | 99.47 | 65.21 | 294.38 | 66.42 | 71.73 | 66.45 | 70.92 | 64.72 |
| Net gain (loss) on investments | 0.00 | 0.00 | 0.47 | 0.10 | 0.02 | 0.02 | 0.44 | 0.40 |
| Gain on changes in fair value of investments measured at fair value through profit or loss | 0.41 | 0.27 | 0.27 | 0.06 | (0.15) | (0.14) | (0.23) | (0.21) |
| Loss on changes in fair value of investments in properties | - | - | (85.81) | (19.36) | (85.81) | (79.49) | (76.66) | (69.96) |
| Total net gain (loss) on investments | 0.41 | 0.27 | (85.09) | (19.20) | 85.94 | (79.61) | (76.45) | (69.77) |
| Increase in net assets resulting from operations | 99.88 | 65.48 | 209.29 | 47.22 | (14.21) | (13.17) | (5.53) | (5.05) |

Source: PROSPECT Trust financial statements reviewed by KPMG Phoomchai Audit Co., Ltd.

■ Statement of cash flows

Statement of cash flows of PROSPECT

| Items (Unit : THB Million) | 31 December 2020 | 31 December 2021 | 31 March 2022 |
|---|------------------|------------------|---------------|
| Net cash from (used in) operating activities | (3,363.40) | 332.43 | 87.83 |
| Net cash from (used in) financing activities | 3,387.94 | (334.00) | (87.10) |
| Net increase (decrease) in cash and cash equivalents | 24.53 | (1.58) | 0.72 |
| Cash and cash equivalents at the beginning | - | 24.53 | 22.96 |
| Cash and cash equivalents at the end | 24.53 | 22.96 | 23.68 |

Source: PROSPECT Trust financial statements reviewed by KPMG Phoomchai Audit Co., Ltd.

■ Financial ratio

Financial ratio

| Financial ratio | Unit | 2020 | 2021 | 31 March 2022 |
|---|-------|-------|-------|---------------|
| Interest-bearing debt to total assets ratio | % | 28.05 | 28.36 | 28.72 |
| Total liabilities to total assets ratio | % | 33.50 | 33.90 | 34.19 |
| Total liabilities to net assets ratio | Times | 0.50 | 0.51 | 0.52 |
| Interest coverage ratio | Times | 7.08 | 7.72 | 7.69 |

Source: The estimation by the IFA

Analysis of financial position and performance

Financial position

For the year ended December 31, 2021, PROSPECT REIT had the net loss on investments of 85.09 THB Million. As a result, in the net increase in net assets from operations of 209.29 THB Million.

However, for the 1st quarter ended March 31, 2022, PROSPECT REIT investment asset was valued by independent appraisers according to the normal appraisal cycle. The accounting records unrealized loss investments in properties at fair value of 76.66 THB Million. As a result, PROSPECT REIT had total net loss on investments of 76.45 THB Million. Therefore, in the 1st quarter ended March 31, 2022, PROSPECT REIT had decrease in net assets resulting from operations of 5.53 THB Million.

Performance overview

The operating results for the year ended December 31, 2021. PROSPECT REIT had total income of 443.20 THB Million, which increased 290.65 THB Million or 190.53% from the same period of the last year (August 14, 2020 (incorporation date) to December 31, 2020). It was mainly from the rental and service income. And for the 1st quarter ended March 31, 2022, PROSPECT REIT had total income of 109.58 THB Million, which increased 1.63 THB Million or 1.51% from the 1st quarter ended March 31, 2021. It was mainly from the consistently good rental and service income. In line with the Knight Frank Thailand market research report on the warehouse and factory rental market

has been expanding occupied area and positive movement demand for Chachoengsao, Chonburi, and Rayong provinces areas, has attracted a lot of attention from entrepreneurs, the occupancy rate for ready-built factories increased by 0.2% compared to 2021 with 2020, while the occupancy rate for warehouse increased by 2.4% compared to 2021 with 2020.

However, for the year ended December 31, 2021. PROSPECT REIT had total expense of 148.82 THB Million, which increased 95.74 THB Million or 180.37% from the same period of the last year. It was mainly from the rental and service costs, finance cost, and other fees. As a result, PROSPECT REIT had a net investment income (Operating Profit) of 294.38 THB Million, which increased 194.91 THB Million or 195.98% from the same period of the last year. For the 1st quarter ended March 31, 2022, PROSPECT REIT had total expense of 38.66 THB Million, which increased 2.44 THB Million or 6.74% from the 1st quarter ended March 31, 2021. It was mainly from the administrative expenses, the increase came from costs that were originally charged in full from government party, such as the land and building tax, the Stock Exchange of Thailand fee, the Thailand Securities Depository fee, and the Securities and Exchange Commission fee. However, PROSPECT REIT still had a net investment income (Operating Profit) of 70.92 THB Million, which decreased 0.81 THB Million or 1.13% from the 1st quarter ended March 31, 2021.

This page intentionally left blank

Attachment 2

Summary of Pertinent Agreements

1. Summary of the Agreement in Bangkok Free Trade Zone 2

1.1 Summary of the Draft Sub-Leasehold Rights of Parts of Land Agreement in Bangkok Free Trade Zone 2

| | |
|-------------------------------------|---|
| Sub-lessor | Prospect Development Company Limited ("Sub-lessor") |
| Sub-lessee | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("Sub-lessee") |
| Land Proprietor | Chiaocharn Property Co., Ltd. |
| Subleased Property | Part of the land title deed no. 23425, 23427, 23428 with sublease area of approximately 23 rai 0 ngan 92.25 square wa (37,181 square meters) in the Bangkok Free Trade Zone 2 Project (Theparak Road). |
| Sublease Fee | <p>On the start date of the sub-lease period, the sub-lessee agrees to pay the sub-lease fee for the sub-leasehold property to the sub-lessor throughout the sub-lease period of the sub-leasehold property in the total amount Baht [•] million ("Sub-Lease Fee").</p> <p>The sub-lessee agrees to pay the sub-lease fee in advance on the date of registration of the sub-lease rights and agrees to pay the next installment on an annual basis until the end of the sub-lease period. This is in accordance with terms and conditions of this agreement.</p> |
| Propose of the Lease | The sub-lessee agrees to take possession and use for commercial and industrial purposes or any activity with the sublease property related to the land sublease business warehouse building or factory buildings for commerce and industrial. in accordance with the objectives of the sub-lessee or according to the resolution of the trust unitholders of the sub-lessee. Unless the parties agree otherwise, however it is not contrary to the law, public order or good morals. |
| Building and Constructions | At the end of the sub-lease period, the ownership of buildings and constructions on the sub-lease land shall immediately vest in the land owner. |
| Sublease period | The sub-lessor agrees to sublease property for a period of time from the start of the sublease period until May 15, 2050. |
| Sublease right registration | Both parties agree to register the sublease right of the sublease property at the Land Office or the relevant government agency when the conditions preceding the registration of the sublease right have been completed, within the date and time as agreed by the parties and to exercise any rights or duties according to this contract commenced on the start date of the sublease period. |
| Duties and agreements of the lessor | <ul style="list-style-type: none">The sub-lessor certifies that throughout the sub-lease period under this agreement the sub-lessor shall strictly comply with terms and conditions of (1) this agreement and (2) the land lease agreement between Chiaochan Property Co., Ltd. and the sub-lessor (with a term of 30 years) in a total of 4 title deeds (with time condition) dated May 15, 2020 ("Main Land Lease Agreement of Bangkok Free Trade Zone 2 (Theparak Road)"). and the sub-lessor will not take any action which is a default or breach of the main land lease agreement of the Bangkok Free Trade Zone 2 Project (Thepharak Road) or any conditions that causes the |

| | |
|--|---|
| | <p>main land lease agreement of the Bangkok Free Trade Zone 2 Project (Theparak Road) was terminated or revoked by the owner of the land under the main land lease agreement of the Bangkok Free Trade Zone 2 project (Theparak Road). And the sub-lessor shall notify the sub-lessee in writing without delay in the event that there is any event which is a default or breach of contract or any condition that causes the main land lease agreement of the Bangkok Free Trade Zone 2 Project (Theparak Road) to be terminated or revoked by the owner of the land under the main land lease agreement of the Bangkok Free Trade Zone 2 project (Theparak Road).</p> <ul style="list-style-type: none"> • The sub-lessor agrees that the sub-lessor is required to submit evidence of payment of rent, compensation or any other money under the head land lease agreement of the Bangkok Free Trade Zone 2 (Theparak Road) in each payment period as specified in the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Theparak Road) has been given to the sub-lessee for acknowledgment. In the event that the sub-lessor does not pay rent, compensation or any other money due to Chaocham Property Company Limited under the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Theparak Road), the sub-lessee is entitled to pay rent, compensation or any other expense due on behalf of the sub-lessor to prevent the sub-lessor from breaching the head land lease agreement of the Bangkok Free Trade Zone 2 project (Theparak Road), which will affect the leasehold rights of all or part of the sublease property. <p>In this regard, the sub-lessor shall pay rent, compensation or any other money that the sub-lessee has paid on behalf the sub-lessor or pay in advance under the first paragraph with interest at 7.5 percent per annum from the date the sub-lessee has paid on his behalf and/or the sub-lessor returns to the sub-lessee within 30 days of being notified by the sub-lessee. the sub-lessee has the right to offset the annual land sublease fee under this contract and the service charge for the common utilities and road land in the project as specified in the contract for providing public utilities and road land in the project (Prospect Development and trusts)</p> |
| <p>Actions With Respect to Retail Sub-Lessees and Agreements for Obtaining Benefits</p> | <ul style="list-style-type: none"> • For the benefits of the land sub-lease, warehouse buildings or factory buildings in some parts of the Bangkok Free Trade Zone 2, the sub-lessor agrees to transfer the sub-lease rights and obligations of the sub-leasehold property, as a sub-lessor under the space sub-lease agreement with retail sub-lessees, and agrees to transfer the service rights and obligations, as a service provider under the service agreement for common areas and utilities with retail sub-lessees, to the sub-lessee and the sub-lessee agrees to accept the transfer of the aforementioned rights and obligations under the said agreements. • The sub-lessor shall send a notice informing the retail sub-lessees regarding the transfer of rights and obligations of the existing sub-lessor and service provider under the space sub-lease agreement and the service agreement for common areas and utilities related to the retail sub-lessees to the sub-lessee which shall be effective on the commencement date of the sub-lease period of the sub-lessee • From the commencement date of the sub-lease period under this agreement, if the sub-lessor receives any form of sub-lease fee, service fee, any sum of money or any other |

| | |
|-----------------------------|---|
| | <p>benefits arising from the sub-leasehold property of the sub-lessee for whatever reason, the sub-lessor shall proceed to deliver all money and/or benefits to the sub-lessee.</p> |
| Common assets and utilities | <ul style="list-style-type: none"> • The parties acknowledge that the Bangkok Free Trade Zone 2 Project consists of the assets that the sub-lessees and the part that is the property that the sub-lessee does not sublease due to the operators and customers of the Bangkok Free Trade Zone 2 project have to take advantage of assets together, such as roads, etc. The sub-lessor agrees to allow the sub-lessee use of the common utilities and road land in the project under the other sub-lessees. (“Land road in the project”) with others in the Bangkok Free Trade Zone 2 project. according to the intent and purpose of this contract without prejudice any obligation or action that affects to the sub-lessee's inability to utilize the subleased property, whether in whole or in part. • The sub-lessor agrees to provide land and road in the project by granting the sub-lessee's rights under this clause and registering the subleasehold right to the sub-lessee for sub-lessees and/or the sub-lessee's party but is not limited to the sub-lessees of the sublease area within the sublease property. the sub-lessee has right to use the land and road in the project throughout the sublease period. The parties agree to register at the land office or related government agencies on the same day as the registration date of the sublease right. by providing a period equal to the sublease period where the sub-lessor agrees to provide utility services to the sub-lessee for the services the sub-lessee is obliged to provide to the sub-lessees of the subleasehold property. However, sublease fee and/or service charges are stipulated by agreement of the sub-lessor and main utility providers and road land in the project. The details are in accordance with the sublease agreement of the road land in the project and the service contract for the service utility and the road land in the project (Prospect Development and trusts) |
| Assignment | <p>During the term of this agreement</p> <ol style="list-style-type: none"> 1. The sub-lessor shall not transfer its rights and duties under this agreement to any other person, whether in all or partial or allow any person to replace or make any obligations that cause other persons to have the right to use the sublease assets without obtaining a prior written consent from REIT, regardless of whether receive compensation or not. Except for the transfer of rights to the same group of persons as the sub-lessor (If necessary, under the terms and conditions of the head land lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road)) In the event that the registration of a new sublease right to a sub-lessee from the transfer of rights under Clause 1 is required, the parties will immediately cooperate, coordinate and proceed with the registration of the said sublease right. where the sub-lessee does not have duty to pay or any additional fees arising from the registration of the new sublease right unless the parties agree otherwise. 2. The sub-lessee agrees to the sub-lessee transfer the rights and duties of the sublease of land and the ownership of buildings located on the sublease land under this agreement, whether in all or partial of the subleased property to any person shall be subject to the prior written consent of the sub-lessor. |

| | |
|---|--|
| | <p>However, the sub-lessee allows the sub-lessee to take the rights and duties under the sublease agreement and/or the building located on the sublease land as collateral for loans with financial institution. The sub-lessee must notify the sub-lessee with written in advance. this shall not prejudice any rights and obligations of the sub-lessor under this agreement and must not be exceed the sublease period.</p> |
| Sublease | <p>For the benefit of the sublease business, the sub-lessor allows the sub-lessee take the property to third parties to lease and/or sublease the building located on the subleased land whether in whole or in part without prior permission from the sub-lessor. However, under the condition that the sublease must not be operating an unlawful business or prohibited under the relevant regulations.</p> |
| Taxes related to the sublease property | <ul style="list-style-type: none"> • The sub-lessor agrees to be responsible for the payment of land and building taxes in relation to compliance with the sublease property incurred prior to the start date of the sublease period. • The sub-lessee agrees to be responsible for the land and building tax and any other fees or taxes that may be imposed or applied by the government in realation with the land and buildings and/or income or use of possession from the sublease property from the date of commencement of the sublease period. • In the event that either party has paid land and building tax and/or any other tax on behalf of the other party. The party agree to repay the land and building tax and/or any other tax with full amount to each other within 30 working days from the date of receipt of written notification from each party. • The sub-lessee agrees to be responsible for paying the stamp duty associated with entering into this contract. |
| Event of Default | <p>Any of following events as specified in the following cases shall be regarded as the cause of default of the parties in such event.</p> <ol style="list-style-type: none"> 1. Event of default by the sub-lessor's fault <ol style="list-style-type: none"> 1.1. In the event that the sub-lessor intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the sub-lessor is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. in the event that the sub-lessor does not register the sublease right to the sub-lessee on the date specified in this contract. 1.2. In any event that the sublease property under this contract is confiscated by a court order caused by the fault of the sub-lessor which the user has the right to exercise the right according to the law. as a result, the sub-lessee is unable to take advantage of the sublease property according to the intent and purpose of this contract. 1.3. In the event that the sub-lessor breaches the terms of the loan agreement or obligations or any other liabilities against any person or be prosecuted in court due to the breach of such conditions which led the sub-lessee to bankruptcy or business rehabilitation. The sub-lessor is unable to not correct the breach within |

| | |
|---|---|
| | <p>120 days from the date of notification or acknowledgment of such event. with the exception the sub-lessor shall proven and confirm in writing until satisfactory to the sub-lessee that the breach of conditions or being prosecuted as such does not have a significant impact on the financial status of the sub-lessor. This will lead the sub-lessee to bankruptcy and a default has no effect on the sub-lessee's exercise of rights under this contract and the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Thepharak Road).</p> <p>1.4. In the event that the sub-lessor is subject to receivership or adjudged bankruptcy by court or in the process of liquidation, or the court has ordered the rehabilitation of the sub-lessor's business which it affects the sub-lessor's ability to pay debts or comply with this contract or the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Thepharak Road).</p> <p>As above event shall be deemed an event of default under this contract immediately, except in a force majeure event or in the case where the intentional breach or failure to comply with a material agreement or breach of warranty as specified in the relevant contract that as a result of the sub-lessee's failure to act as a party perform duties as stipulated in the above related contracts or unless otherwise specified in this contract.</p> <p>2. Event of default by the sub-lessee's fault</p> <p>In the event that the sub-lessee intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the sub-lessee is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. Under the event shall be deemed a cause of default under this contract.</p> <p>However, unless it is a force majeure event or except in the case where the intentional breach or failure to comply with a material agreement or a material breach of warranty as specified in the relevant contract is a result of the sub-lessor as a party failure to comply with the terms or conditions specified in the relevant contract.</p> <p>or in the event that failure to comply the duties as mentioned in this agreement is a consequence of (a) Prospect Development; had intention or careless in the duties of the property management agreement; and/or (b) in the event that the property manager who is the same group of the sub-lessor had intention or careless in performing its duties or unless otherwise specified in this contract.</p> |
| Rights of the parties in the event of default | <ul style="list-style-type: none"> • Rights of the sub-lessee in the event of default by the sub-lessor <ol style="list-style-type: none"> 1. When any of the aforementioned the event of default in clause 1.1. The sub-lessee will claim damages from the sub-lessee and has not a result to terminate of this contract. Unless such damage is caused by the sub-lessor intentionally violates or fails to comply with the terms specified in the relevant contract and has impact on the sublease property under this contract. And the sub-lessee unable to take advantage of the sublease property according to the intent and purpose of this contract. The sub-lessee has the right to claim damages from the sub-lessor from the aforementioned event and/or terminate this contract immediately. |

| | |
|--------------------------|--|
| | <p>In the event that REIT exercises the right to terminate the relevant contract under the terms and conditions of this contract. REIT has the right to termination of the contract under this agreement as well. whereby the sub-lessor agrees to repay the remaining rent including any money or other benefits received on behalf of the sub-lessee as a mention in this part.</p> <p>2. In the event as prescribed in article 1.2, 1.3 and 1.4 of the event of default. The sub-lessor is unable to make corrections within the period specified in the contract. The sub-lessee has the right to claim damages from the sub-lessee from such incident and/or terminate this contract immediately. the sub-lessor must repay the remaining rent and any money or other benefits received by the sub-lessor on behalf of the sub-lessee in proportion to the remaining sub-lease period according to the following formula:</p> <p style="text-align: center;">Repayment of sublease fee to the sub-lessee = <i>(Remaining sublease period / Sublease period) x</i> <i>Sublease fee as of the date the sub-lessee invests in the property x</i> <i>(1.075 exalt by the past lease period *)</i></p> <p>*The past lease period in the above calculations, the unit must be the number of years with 2 decimal places.</p> <p>In addition, the sub-lessee agrees to compensate for the lack of benefit from the sub-lessee's inability to utilize the subleased property during the sublease period stipulated in this contract, without prejudice the sub-lessee's right to claim damages and/or any other expenses arising from the occurrence of such default.</p> <p>3. The exercise of the sub-lessee's rights as specified in this article. The sub-lessee has the right to exercise in a part of the sublease property affected by the event of default.</p> <ul style="list-style-type: none"> • Rights of the sub-lessor in the event of default by the sub-lessee <ol style="list-style-type: none"> 1. In the event of an incident as prescribed in article 2 of the event of default. The sub-lessor will claim damages from the sub-lessee from that event and has no effect on termination of this contract. Unless such damage is caused by the sub-lessee intentionally violates or fails to comply with the terms specified in this contract and has a impact on the sublease assets under this contract. The sub-lessor has the right to terminate this contract immediately. The sub-lessor does not have to repay the remaining rent to the sub-lessee, but does not prejudice the sub-lessor's right to claim for damages and/or any other expenses arising from the event of default. 2. The exercise of the sub-lessor's rights as specified in this article. The sub-lessor has the right to exercise in a part of the sublease property affected by the event of default. |
| Termination of Agreement | <p>This agreement shall terminate when;</p> <ol style="list-style-type: none"> 1. Upon the expiration of the sub-lease period whereby each party has no right to claim damages, expenses, sub-lease fee or money or any other benefits from the other party. In this regard, the sub-lessor is not required to repay the remaining sub-lease fee to the sub-lessee, unless the parties agree otherwise. 2. The parties agree to terminate the agreements |

| | |
|--|--|
| | <p>3. Due to the revocation or cancellation of the REIT's status by the effect of law and/or order of the relevant government agencies, including the SEC and/or the Capital Market Supervisory Board. This is not the fault of either party whereby each party has no right to claim damages, expenses, sub-lease fee or money or any other benefits from the other party. The sub-lessor is not required to repay the remaining sub-lease fee to the sub-lessee, unless the parties agree otherwise.</p> <p>4. In the event that the total area or substantial portions of each plot of sub-leasehold land are subject to expropriation or reservation or exploration zones in accordance with notices or laws relating to expropriation or other laws which prevent the sub-lessee from utilizing some of the sub-leasehold property significantly. In this regard, the sub-lessee has the right to consider whether this agreement shall be terminated only for the sub-leasehold property that has been affected and the sub-lessee shall consider how significant the impact of such expropriation is. In the event that the sub-lessee deems it appropriate to terminate this agreement only the affected plots of sub-leasehold property, the parties have no right to claim damages from each other and any benefits or compensation received from the relevant government agencies as a result of such expropriation in respect of the sub-leasehold property shall be in accordance with that obtained from the government agencies under the relevant laws.</p> <p>5. In the event of damage or destruction of the sub-leasehold property specified in an Article 2, this agreement shall be deemed to be terminated when the sub-lessee has paid the base compensation received to the sub-lessor in full amount. Whereby each party has no right to claim damages, expenses, sub-lease fee or money or any other benefits from the other party. In this regard, the sub-lessor is not required to repay the remaining sub-lease fee to the sub-lessee, unless the parties agree otherwise.</p> |
|--|--|

1.2 Summary of the Draft Sale and Purchase Agreement of Warehouses, Factories and Office Buildings in Bangkok Free Trade Zone 2

| | |
|---|--|
| Seller | Prospect Development Company Limited ("Seller") |
| Buyer | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("Buyer") |
| Traded Properties | Warehouses, factories and office buildings in Bangkok Free Trade Zone 2 (Thepharak Road), Bangsaothong Subdistrict, Bangsaothong District, Samut Prakan Province, in a total of 7 buildings. The aforementioned buildings have a total leased space of approximately 20,996 square meters, with constructions and other properties that are component parts of the buildings. |
| Prices of Traded Properties and Settlement | <p>1. The price of traded properties shall be approximately Baht [•] million.</p> <p>2. The price of traded properties above does not include VAT, registration fee and specific business tax or stamp duty, as well as other related fees and expenses.</p> <p>3. The buyer agrees to pay the purchase price to the seller on the transfer date according to the method by which the parties shall mutually agree upon.</p> |
| Taxes and Expenses | <p>1. The seller agrees to be responsible for all liabilities and obligations related to or in connection with the traded properties that exist or occur until the day prior to the ownership transfer date, including but not limited to, taxes relating to the use of traded properties, such as land and</p> |

| | |
|--|---|
| | <p>building taxes and signboard taxes, or any other similar taxes, whatever the name, etc. and all obligations in connection with the traded properties incurred due to the appraisal of the relevant government agencies (if any).</p> <p>2. In the event that liabilities and obligations are due after the ownership transfer date, the seller agrees to pay such liabilities and obligations. If the seller does not pay liabilities and obligations within the specified time and the buyer has paid the liabilities and obligations on behalf of the seller in advance, the seller agrees to pay back with interest at the rate of 7.5 percent (seven point five) per year to the buyer in full amount within 30 (thirty) days from the date the buyer has paid the aforesaid amount of money on behalf of the seller and notified the seller in writing.</p> <p>3. The buyer and the seller agree to be responsible for fees related to the registration of the ownership transfer of traded properties on the ownership transfer date and any other expenses related to the ownership transfer of traded properties to the buyer under this agreement (if any), equally half for each party and the seller agrees to be responsible for corporate income tax and specific business tax.</p> <p>4. The buyer agrees to be responsible for the costs of water meter and electricity meter transfer of traded properties from the seller to the buyer.</p> |
| Ownership Transfer and Properties Delivery | <p>1. The seller agrees to proceed the registration of the ownership transfer of traded properties to the buyer in front of the competent official at the relevant land office within 60 (sixty) days from the closing date of the initial trust unit offering, which is the same day as the sub-lease registration date stipulated in the land sub-lease agreement of Bangkok Free Trade Zone 2 (Theparak Road) or on any other date as agreed by the parties at the relevant land office ("Ownership Transfer Date") and the buyer agrees to accept the ownership transfer of traded properties on the ownership transfer date. In this regard, each party has a duty to sign and deliver documents of rights, including any other significant documents that are necessary and relevant to the registration of ownership transfer in order to complete the registration of ownership transfer on the ownership transfer date.</p> <p>2. The seller agrees to deliver the possession of traded properties to the buyer on the ownership transfer date in which the parties shall be deemed that the delivery of such possession is effective immediately on the ownership transfer date.</p> <p>3. On the ownership transfer date (prior to the registration of ownership transfer), the seller agrees to certify that the seller is the owner and has the legal rights to sell the traded properties under this agreement and the traded properties do not have encumbrances and/or deprivation of any rights and/or do not fall under the attachment of property rights or have any dispute, except for the lease and service of the traded properties under the lease agreement and service agreement (collectively, the "Lease Agreement and Service Agreement") that the seller has entered into as a lessor and a service provider with a tenant and a service recipient (collectively, the "Tenant"). In addition, the traded properties must have valid and complete licenses, entrances and exits between the traded properties and legally public route in good condition and suitable for the use of the traded properties in which the buyer must obtain ownership of the traded properties.</p> |

| | |
|--|--|
| | <p>In the event that the buyer considers the traded properties in damaged or significant defective condition to the extent that if the buyer has known in advance, the buyer shall not enter into this agreement, the buyer has the right to refuse to accept the ownership transfer of the traded properties until the seller shall take action to repair such damage or defect. In this regard, the seller is obliged to complete the aforesaid process within 30 (thirty) days from the date of receiving notification from the buyer at the expense of the seller.</p> |
| Seller's Agreements | <ol style="list-style-type: none"> 1. On the ownership transfer date, the seller agrees to deliver all security money that the seller receives from tenant under the lease agreement and service agreement to the buyer. 2. In the event that the seller arranges insurance policies for the traded properties before the agreement party has entered into this agreement and such insurance policies remain in force after the ownership transfer date, the seller agrees that on the ownership transfer date, the seller shall act for the buyer and/or the creditor of the buyer to be the insured and beneficiary under the aforementioned insurance policies in respect of the traded properties, which is effective from the ownership transfer date onwards. 3. On the agreement signing date, the seller shall sign any other relevant agreements which both parties have agreed under conditions in accordance with the land sub-lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road) and real estate sale and purchase agreement for Bangkok Free Trade Zone 2 (Thepharak Road). 4. The seller agrees to transfer water meter and electricity meter relevant to the distribution of water and electricity of the traded properties to the buyer (if any), including security deposit of water meter and electricity meter (if any), as well as necessary consent, plus any actions so that the aforesaid meter can be transferred to the buyer as soon as possible. |
| Reasons for Agreement Termination | <ol style="list-style-type: none"> 1. Unless otherwise stipulated in this agreement, if at any time before or on the ownership transfer date, either party fails to comply with this agreement and/or the land sub-lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road) and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 2 (Thepharak Road) or violates guarantees and warranties provided in this agreement and/or the land sub-lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road) and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 2 (Thepharak Road) and does not correct the breach within the period specified in the agreement. It shall be deemed that that party is at fault of this agreement. 2. At any time before or on the ownership transfer date, the parties agree to terminate this agreement, land sub-lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road) and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 2 (Thepharak Road). 3. At any time before or on the ownership transfer date, the seller has been put under receivership or bankruptcy by the court's order or is in the process of dissolution, liquidation, or the court has ordered the rehabilitation of the seller's entity. 4. At any time before or on the ownership transfer date, the traded properties have been significantly damaged or the operation of the traded properties has changed significantly in a negative way. |

| | |
|---------------------------------|--|
| | <p>5. In the event that payment of the traded properties and/or registration of the ownership transfer of the traded properties have not been made within the period specified under this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 2 (Thepharak Road) (as the case may be) and/or the land sub-lease registration has not been made within the period specified in the land sub-lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road).</p> |
| Effect of Agreement Termination | <p>1. In the event that either party becomes a party in breach of the agreement under clause 1 or clause 4 of the subject of Reasons for Agreement Termination, the other party who is not a defaulter may terminate this agreement and/or claim damages by notifying the party in breach of the agreement in writing.</p> <p>2. In the event that the parties agree to terminate the agreement in accordance with clause 2 of the subject of Reasons for Agreement Termination, this agreement shall be deemed terminated. In this regard, neither party has the right to claim any damages or expenses against the other party.</p> <p>3. In the event that there is situation according to clause 3 or clause 4 of the subject of Reasons for Agreement Termination, the buyer may terminate this agreement by notifying the seller in writing. In this regard, the buyer has no right to claim any damages or expenses against the seller, unless such situation is caused by gross willfulness or negligence of the seller.</p> |

1.3 Summary of the Draft Real Estate Sale and Purchase Agreement for Bangkok Free Trade Zone 2

| | |
|--|--|
| The Seller | Prospect Development Company Limited ("Seller") |
| The Buyer | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("Buyer") |
| Traded Properties | System works, equipment and other properties relevant and necessary for the use of land, buildings, constructions and other fixtures in buildings of Bangkok Free Trade Zone 2 (Thepharak Road). |
| Purchase Price | The value of the assets purchased will be approximately THB [•] million (excluding VAT). |
| Ownership Transfer and Properties Delivery | <p>1. The seller agrees to transfer the ownership and the buyer agrees to accept the transfer of ownership of each traded property under the terms of this agreement on the date of ownership transfer registration in accordance with the Sale and Purchase Agreement of Warehouses, Factories and Office Buildings in Bangkok Free Trade Zone 2 (Thepharak Road), which is the same day as the sub-lease registration date specified in the land sub-lease agreement of Bangkok Free Trade Zone 2 (Thepharak Road) at the relevant land office ("Ownership Transfer Date").</p> <p>2. The seller agrees to deliver the possession of traded properties under this agreement to the buyer on the ownership transfer date based on the current condition of traded properties at that time. It shall be deemed by the parties that the delivery of such possession shall be effective immediately upon the registration of the sub-lease as stipulated in the land sub-lease agreement of Bangkok Free Trade Zone 2 and the registration of ownership transfer according to the Sale and Purchase Agreement of Warehouses, Factories and Office Buildings in Bangkok Free Trade Zone 2 (Thepharak Road) are legally valid.</p> |

| | |
|---------------------------------|--|
| | <p>In the event that the buyer considers the traded properties in damaged or significant defective condition to the extent that if the buyer has known in advance, the buyer shall not enter into this agreement, the buyer has the right to refuse to accept the ownership transfer of the traded properties until the seller shall take action to repair such damage or defect. In this regard, the seller is obliged to complete the aforesaid process within 30 (thirty) days from the date of receiving notification from the buyer at the expense of the seller.</p> |
| Event of Default | <ol style="list-style-type: none"> 1. Unless otherwise prescribed in this contract. Before or on the date of transfer, in case that either party fails to comply in this agreement and/or the Land Sublease Agreement of Bangkok Free Trade Zone 2 project and/or Sell and Purchase warehouse Factory and office agreement of Bangkok Free Trade Zone 2 (Thepharak Road) or violates of the guarantees as prescribed in this agreement and/or land sublease agreement Bangkok Free Trade Zone 2 Project and/or Sell and Purchase warehouse Factory and office agreement of Bangkok Free Trade Zone 2 (Thepharak Road) and does not rectify the breach of contract within the period specified in the contract It shall be deemed that each party is fault of this contract. 2. At any time before or on the date of transfer, the parties agree to terminate this contract, Land Sublease Agreement of Bangkok Free Trade Zone 2 project and/or Sale and Purchase warehouse Factory and Office agreement of Bangkok Free Trade Zone 2 (Thepharak Road) 3. At any time before or on the date of transfer, the seller is under receivership or bankruptcy or in the process of dissolution, liquidation, or a court order to rehabilitate the seller's business 4. At any time before or on the date of transfer, the property had significant damage or business operations had a significant negative change. 5. No payment of the assets purchased within the period as prescribed in this contract and/or no registration of the transfer of ownership of the assets within the period as prescribed in the contract to Sell and Purchase the warehouse Factory and office agreement of Bangkok Free Trade Zone 2 (Thepharak Road) and/or do not registration of land sublease contract within the period specified in the land sublease agreement Bangkok Free Trade Zone 2 Project. |
| Termination of Agreement | <ol style="list-style-type: none"> 1. In the event that either party had breached the contract under Clause 1. or Clause 4. of the termination of the contract. The other party can terminate this agreement and/or claim damages by notifying the breaching contract in writing. 2. In the event that the parties agree to terminate the contract in accordance with clause 2 of termination cause. This contract shall be deemed terminated, and neither party has the right to claim any damages or expenses against the other party. 3. According to item 3 or item 4 of termination of the contract, the Buyer shall terminate this contract after notifying the seller in writing. and the Buyer has not right to claim any damages or expenses form the Seller except cause is caused by willful or negligence of the Seller. |

1.4 Summary of Sub-landlease contract of the road in project (Prospect Development and REIT) (Part of the land title deed no. 23428 and 23425) in the Bangkok Free Trade Zone 2 Project

| | |
|-------------------|--|
| Sub-lessor | Prospect Development Company Limited ("Sub-lessor") |
| Sub-lessee | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("Sub-lessee") |

| | |
|---|--|
| Land Proprietor | Chiaocharn Property Co., Ltd. |
| Subleased Property | Part of the land title deed no. 23428 and 23425 with sublease area of approximately 3 rai 0 ngan 19.43 square wa (4,877.70 square meters) in the Bangkok Free Trade Zone 2 Project (Thepharak Road). |
| Sublease Fee | On the start date of the sublease period sub-lessee agrees to pay the payment for the sub-leasehold property to the sub-lessee throughout the period in the total amount [•] million baht ("Sublease fee"). |
| Propose of the Lease | The sub-lessee agrees to use and take advantage the land road in the project with other lessees in the Bangkok Free Trade Zone 2 project (Thepharak Road) to use as an internal road connecting the building and the entrance to the Bangkok Free Trade Zone 2 Project (Thepharak Road) |
| Sublease period | The sub-lessor agrees to sublease the land road with the same period of the sublease agreement of the land of Bangkok Free Trade Zone 2 Project (Thepharak Road) |
| Sublease right registration | All parties agree to register the sublease rights of the land roads in the project at the Land Office or the relevant government agency when all conditions precedent for the registration of the sublease right have been fulfilled in all respects. In this regard, the parties agree that the registration will be conducted on the same day as the registration date of the sublease right of the sublease assets under the land sublease agreement of Bangkok Free Trade Zone 2 Project (Thepharak Road). |
| Duties and agreements of the sub-lessor | <ul style="list-style-type: none"> • The parties agree that the sub-lessor has delivered possession of the road land in the project to the sub-lessee on the commencement date of the sublease period under the land sublease agreement of Bangkok Free Trade Zone 2 (Thepharak Road). and the sub-lessees acknowledge that other lessees in the Bangkok Free Trade Zone 2 Project (Thepharak Road) have co-ownership rights in the road land in the project according to the purpose of the sublease contract. • The sub-lessor agrees to repair and maintenance the land roads in the project to the sub-lessee for the sub-lessee and/or the sub-lessee's party. Including but is not limited to the retail sub-lessee. They have the right to use the road land in the project throughout the period of the road land sublease in the project. Repair expense and maintenance expense the road land in the project. The sub-lessor agrees to be solely responsible for such expenses. • The sub-lessor certifies that throughout the period of sublease of the road land in the project. The sub-lessor will comply the terms and conditions as prescribed in the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Thepharak Road) and the sub-lessor will not act in default event or breach any condition in land sublease agreement due to that causes the main land lease agreement of the Bangkok Free Trade Zone 2 Project (Thepharak Road) to be terminated or revoked by Chiaocharn Property Co., Ltd. • The sub-lessor certifies that throughout the sublease period of the road land in the project The sub-lessor will comply and ensure that other sub-lessees within the Bangkok Free Trade Zone 2 (Thepharak Road) comply with the terms and conditions as specified in the sublease agreement in order to prevent the sub-lessor from breaching the main land lease agreement of the Bangkok Free Trade Zone 2 Project (Thepharak Road), which affects the sublease rights of the road land in the sub-lessee's project. |

| | |
|--|--|
| Insurance | <p>Accordance with the requirements of the Office of the SEC. The sub-lessor and sub-lessee agrees to proceed with insurance and use of the money as compensation from the insurance company, Therefore, the sub-lessor agrees to use the compensation for the construction and/or repair of landroads in the project in all cases as follows:</p> <ol style="list-style-type: none"> 1. The sub-lessor agrees to arrange for the public liability insurance in which the sub-lessor agrees to be responsible for any expenses or fees related with such operations and the payment of insurance policies. 2. The sub-lessor agrees to arrange for the insurance policy for property risks related to the landroad in the project. All such insurance policies will have the insured limit under sub-lessor consideration. |
| Assignment | <ul style="list-style-type: none"> • Within the period of sublease of the road land in the project. sub-lessor do not to assign any rights and obligations under this agreement to any other person, whether in whole or in part or allow any person take over or have any obligations that prevent the REIT from using the land and road in the project without prior written consent from the REIT. <p>Exception whereas the sub-lessor transfers the sublease right to the transferee under the conditions specified in the land sublease agreement Bangkok Free Trade Zone 2 Project (Thepharak Road). The sub-lessor may assign its rights and obligations under this contract by giving prior written notice to the sub-lessee. In this regard, the transfer of rights and obligations under this contract shall not affect any rights and obligations of the sub-lessee under this contract and shall not excess the sublease period of the road land in the project.</p> <p>In case that a new sublease right has to be registered for the sub-lessee from the transfer of the above right. the parties will cooperate, coordinate, and proceed with the registration of the said sublease right without delay. the sub-lessee does not have any duty to pay any expense or any additional fees due to the registration of the new sublease right unless the parties agree otherwise.</p> <ul style="list-style-type: none"> • The sub-lessor allows the sub-lessee to transfer the rights and obligations to sublease the land roads in the project under this agreement, whether all or part of the land roads in the project to any person, with prior consent as written letter from the sub-lessor. |
| Taxes related to the sublease property | <ul style="list-style-type: none"> • The sub-lessor agrees to be responsible for land and building taxes, signage taxes and any other fees or taxes that the government may impose or apply in relating with the land and buildings and/or income or use of possession from the land road in the project incurred before and throughout the period of sub-lease of land roads in the project • In the event that either party has paid land and building tax and/or any other tax on behalf of the other party. the party liable to pay the land and building tax and/or any other such tax with fully amount to the party within 30 working days from the date of receipt of written notice from other party. • The sub-lessee agrees to be responsible for paying the stamp duty relating with entering into this contract. |
| Event of Default | <p>Any of following events as specified in the following cases shall be regarded as the cause of default of the parties in such event.</p> <ol style="list-style-type: none"> 1. Event of default by the sub-lessor's fault <ol style="list-style-type: none"> 1.1. In the event that the sub-lessor intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation |

| | |
|---|--|
| | <p>of the warranties provided in this contract and/or related contracts and the sub-lessor is unable to not correct the beach within the period stipulated in the contract or within any period agreed by the parties. in the event that the sub-lessor does not register the sublease right of land road in project to REIT on the date specified in this contract.</p> <p>1.2. In the event that the sub-lessor sells and transfers the road land in the project during the sublease period of the road land in the project without the consent of the sub-lessee.</p> <p>1.3. In any event the land road in the project under this contract is confiscated by a court order caused by the fault of the sub-lessor which the user has the right to exercise the right according to the law. As a result, the sub-lessee is unable to fully utilize the land road in the project according to the intention and purpose of this contract.</p> <p>1.4. In the event that the sub-lessor is subject to receivership or adjudged bankruptcy by court or in the process of liquidation, or the court has ordered the rehabilitation of the sub-lessor's business which it affects the sub-lessor's ability to pay debts or comply with this contract.</p> <p>As above event shall be deemed an event of default under this contract immediately, except in a force majeure event or in the case where the intentional breach or failure to comply with a material agreement or breach of warranty as specified in the relevant contract that as a result of the sub-lessee's failure to act as a party perform duties as stipulated in the above related contracts or unless otherwise specified in this contract.</p> <p>2. Event of default by the sub-lessee's fault</p> <p>In the event that the sub-lessee intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the sub-lessee is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. Under the event shall be deemed a cause of default under this contract.</p> <p>However, unless it is a force majeure event or except in the case where the intentional breach or failure to comply with a material agreement or a material breach of warranty as specified in the relevant contract is a result of the sub-lessor as a party failure to comply with the terms or conditions specified in the relevant contract.</p> |
| <p>Rights of the parties in the event of default</p> | <ul style="list-style-type: none"> ● Rights of the sub-lessee in the event of default by the sub-lessor <ol style="list-style-type: none"> 1. When any of the aforementioned the event of default in clause 1.1. REIT will claim damages from the sub-lessee and has not a result to terminate of this contract. Unless such damage is caused by the sub-lessor intentionally violates or fails to comply with the terms specified in the relevant contract and has impact on the sublease property under this contract. And the sub-lessee unable to take advantage of the sublease property according to the intention and purpose of this contract. The sub-lessee has the right to claim damages from the sub-lessor from the aforementioned event and/or terminate this contract immediately. 2. In the event as prescribed in article 1.2, 1.3 and 1.4 of the event of default. The sub-lessor is unable to make corrections within the period specified in the contract. The |

| | |
|--------------------------|--|
| | <p>sub-lessee has the right to claim damages from the sub-lessee from such incident and/or terminate this contract immediately.</p> <p>3. The exercise of the sub-lessee's rights as specified in this article. The sub-lessee has the right to exercise in a part of the sublease property affected by the event of default.</p> <ul style="list-style-type: none"> • Rights of the sub-lessor in the event of default by the sub-lessee <ol style="list-style-type: none"> 1. In the event of an incident as prescribed in article 2 of the event of default. The sub-lessor will claim damages from the sub-lessee from that event and has no effect on termination of this contract. Unless such damage is caused by the sub-lessee intentionally violates or fails to comply with the terms specified in this contract and has a impact on the sublease assets under this contract. The sub-lessor has the right to terminate this contract immediately. The sub-lessor does not have to repay the remaining rent to the sub-lessee but does not prejudice the sub-lessor's right to claim for damages and/or any other expenses arising from the event of default. 2. The exercise of the sub-lessor's rights as specified in this article. The sub-lessor has the right to exercise in a part of the sublease property affected by the event of default or not. • In the event of termination of all related contracts without any default by either party under the terms and conditions of such contracts. The parties agree to terminate this contract as well. |
| Termination of Agreement | <p>This agreement shall terminate when;</p> <ol style="list-style-type: none"> 1. Upon the expiration of the sub-lease land road period in project whereby each party has no right to claim damages, expenses, sub-lease fee or money or any other benefits from the other party. In this regard, the sub-lessor is not required to repay the remaining sub-lease fee to the sub-lessee, unless the parties agree otherwise. 2. The parties agree to terminate the agreements 3. Due to the revocation or cancellation of the REIT's status by the effect of law and/or order of the relevant government agencies, including the SEC and/or the Capital Market Supervisory Board. This is not the fault of either party whereby each party has no right to claim damages, expenses, sub-lease fee or money or any other benefits from the other party. The sub-lessor is not required to repay the remaining sub-lease fee to the sub-lessee, unless the parties agree otherwise. 4. In the event that the total area or substantial portions of each plot of sub-leasehold land are subject to expropriation or reservation or exploration zones in accordance with notices or laws relating to expropriation or other laws which prevent REIT from utilizing some of the sub-leasehold property significantly. In this regard, REIT has the right to consider whether this agreement shall be terminated only for the sub-leasehold property that has been affected and the sub-lessee shall consider how significant the impact of such expropriation is. In the event that the sub-lessee deems it appropriate to terminate this agreement only the affected plots of sub-leasehold property, the parties have no right to claim damages from each other and any benefits or compensation received from the relevant government agencies as a result of such expropriation in respect of the land in project it shall be owned by the sub-lessor and |

| | |
|--|--|
| | <p>the sub-lessee in proportion calculating the sublease portion in proportion to the remaining sublease period of the road land in the project.</p> <p>In this regard, the exercise of the rights of the parties as specified in this article. The party has the right to determine whether or not to exercise the right of land road in the affected project or not.</p> |
|--|--|

1.5 Summary of Service Agreement for Public Utilities and Roads for Bangkok Free Trade Zone 2

| | |
|--------------------------|--|
| Service Provider | Prospect Development Co., Ltd. ("Service Provider") |
| Service Recipient | SCB Asset Management Co., Ltd as a trustee of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust ("Service Recipient") |
| Asset's Owner | Chiaochan Property Company Limited |
| Objectives and Agreement | <p>Throughout the service period, the service provider agrees to</p> <ol style="list-style-type: none"> 1. Take care, maintain, repair, and provide service related to land and road in the project for the service recipient and/or subordinate of service recipient which include but not limited to sub-lessees. 2. Provide services in public utilities to sublessee but for some services the tenant is obligated to provide to subtenant. |
| Service Period | The contract is effective since the beginning of the sublease period and the sublease period is equivalent to Sub-landlease contract of the road in project (service provider and service recipient). And this contract will end when the Sub-landlease contract of the road in project (service provider and service recipient) is due or terminated without extending the sublease period. |
| Service Fee | Throughout the service period, the sublessee must agree to pay for the service of public utilities and road land fees in the project to the service provider by calculated according to building areas of the tenants. The fees must be paid in advance on the first day of the sublease period and on the fifth of every month. |
| Assignment | <ul style="list-style-type: none"> • Within the service period, the service provider agrees not to transfer any rights and duties under this contract to any other person whether in whole or in part or whether receive compensation or not, without the prior consent of the service recipient in writing, except in the event that the service provider transfers the sub-leasehold rights to the transferee under the conditions specifies in the Land Sublease Agreement with the Asset Owner in Bangkok Free Trade Zone 2 Project (Theparak Road) and/or in the event that the service provider transfers sub-leasehold rights to the transferee under the conditions specified in the Sublease Agreement for Roads in the project (the Service Provider and Service Recipient), the Parties agree that the service provider may transfer the rights and duties under this contract by having to inform the service recipient in advance in wrting. In this regard, transfer of rights and duties uder this contract shall not affect any rights and duties of the service recipient under this contract and shall not be bound beyond the service period. • The service provider agrees to the service recipient to transfer any rights and duties under this contract to any other person whether in whole or in part with the prior consent in advance from the service provider in writing, except in the event that the service recipient transfers the sub-leasehold rights to the transferee under the conditions specifies in the Land |

| | |
|-------------------------|--|
| | <p>Sublease Agreement with the Asset Owner in Bangkok Free Trade Zone 2 Project (Theparak Road) and/or Sublease Agreement for Roads in the project (the Service Provider and the Service Recipient), the Parties agree that the service recipient may transfer the rights and duties under this contract by having to inform the service provider in advance in writing. In addition, the service provider agrees to the service recipient ability to apply the rights and duties under this contract as collateral for the loan from any financial institution by inform the service provider in advance in writing. In this regard, transfer of rights and duties under this contract shall not affect any rights and duties of the service provider under this contract and shall not be bound beyond the service period.</p> |
| Taxes and Fees | <ul style="list-style-type: none"> Throughout the service period, the service provider agrees to be responsible for VAT, tax, stamp duty, fees, and other expenses which related to the provision of services, the services under this contract, and in connection with this contract solely. In case that either party pays for VAT, tax, stamp duty, fees, and other expenses for another party first. The party who is liable to pay those expenses must agree to repay for the previous payment to the party in full amount within 30 days from the date of receipt of written notice from that party. |
| Event of Default | <p>In case of any of the event specified in following cases shall be regarded as the cause of default of the parties involved in such event.</p> <ol style="list-style-type: none"> Event of default by the service provider <ol style="list-style-type: none"> In the event that service provider intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the service provider is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. In the event that the service provider does not register the road land in the project sublease right to the service recipient on the date specified in this Sublease Agreement for Roads in the project (service provider and service recipient) In the event that the service provider distributes, pays, transfers central utilities and/or road land in the project within the service period without the consent from service recipient. In any event where the central utilities and/or road land in the project under this contract is confiscated by a court order caused by the fault of the service provider which the user has the right to exercise the right according to the law, as a result, the service recipient is unable to take advantage of the central utilities and/or road land in the project and/or sublease property according to the intent and purpose of this contract. In the event that the service provider is subject to receivership or adjudged bankruptcy by court or in the process of liquidation, or the court has ordered the rehabilitation of the service provider's business which it affects the service provider's ability to pay debts or comply with this contract or the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Theparak Road). |

| | |
|--|--|
| | <p>As above event shall be deemed an event of default under this contract immediately, except in a force majeure event or in the case where the intentional breach or failure to comply with a material agreement or breach of warranty as specified in the relevant contract that as a result of the service recipient's failure to act as a party perform duties as stipulated in the above related contracts or unless otherwise specified in this contract.</p> <p>2. Event of default by the service recipient</p> <p>In the event that the service recipient intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the service recipient is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. Under the event shall be deemed a cause of default under this contract.</p> <p>However, unless it is a force majeure event or except in the case where the intentional breach or failure to comply with a material agreement or a material breach of warranty as specified in the relevant contract is a result of the service provider as a party failure to comply with terms or conditions specified in the relevant contract or unless otherwise specified in this contract.</p> |
| <p>Termination of Agreement and Claim for Damages</p> | <ul style="list-style-type: none"> • Rights of the service recipient in the event of default by the service provider <ol style="list-style-type: none"> 1. When any of the aforementioned the event of default in clause 1.1. The service recipient will claim damages from the service provider and has not a result to terminate of this contract. Unless such damage is caused by the service provider intentionally violates or fails to comply with the terms specified in this contract and/or relevant contracts for the service provider and has impact on the public utilities and/or road in the project under this contract. And the service recipient unable to take advantage of the public utilities and/or road in the project according to the intent and purpose of this contract. The service recipient has the right to claim damages from the service provider from the aforementioned event and/or terminate this contract immediately. Whereby the service provider agrees to repay the remaining service fees including any money or other benefits received on behalf of the service recipient to the service recipient in proportion to the remaining service period, without prejudice the service recipient's right to claim damages and/or any other expenses arising from the occurrence of such default. 2. In the event as prescribed in article 1.2, 1.3 and 1.4 of the events of default. The service provider is unable to make corrections within the period specified in the contract. The service recipient has the right to claim damages from the service provider from such incident and/or terminate this contract immediately. And the service provider shall also make a payment of the remaining service charge as well as other benefits that the service provider receives on behalf of the service recipient to the service recipient as a proportion of the remaining service period. <p>In addition, the service provider agrees to reimburse the deficit of the service recipient inability to utilize central utilities and/or road land in the project in accordance with the service period as specified in this contract. However, do not disqualify the service recipient from claiming damages and/or any other expenses arising from the default.</p> |

| | |
|------------------------------------|---|
| | <p>3. The exercise of the service recipient's rights as specified in this article. The service recipient has the right to exercise in a part of the central utilities and/or road land in the project affected by the event of default.</p> <ul style="list-style-type: none"> • Rights of the service provider in the event of default by the service recipient <ol style="list-style-type: none"> 1. In the event of an incident as prescribed in article 2 of the event of default. The service provider will claim damages from the service recipient from that event and has no effect on termination of this contract. Unless such damage is caused by service recipient intentionally violates or fails to comply with the terms specified in this contract and has a impact on the central utilities and/or road land in the project under this contract. The service provider has the right to terminate this contract immediately. The service provider does not have to repay the remaining service charge to the service recipient but does not prejudice the service provider's right to claim for damages and/or any other expenses arising from the event of default. 3. The exercise of the service provider's rights as specified in this article. The service provider has the right to exercise in a part of the road land in the project affected by the event of default or not. • In the event of termination of all related contracts without any default by either party under the terms and conditions of such contracts. The parties agree to terminate this contract as well. <p>In the event that the parties agree to terminate the contract or if the status of the service recipient is revoked or terminated as a result of the laws and/or orders of the relevant government agencies. Which includes the Securities and Exchange Commission Thailand (SEC). However, not the fault of any party or when the unitholders has resolved to terminate the service recipient, which can be assume that this contract is terminated. Each party is not entitled to claim for damages and/or any other expenses and/or other benefits from other party. For the benefits of clarity, the parties acknowledge and agree to the Securities and Exchange Commission Thailand (SEC) has ordered the revocation or termination of the status of the service recipient, it is not considered force majeure as specified in this contract.</p> |
| Termination of Agreement | <p>The contract will expire when</p> <ol style="list-style-type: none"> 1. the service period is due 2. the parties agree to terminate the contract 3. there is revocation or cancel the status of the service recipient by the effect of law and/or the order of the relevant government agency including SEC and/or the capital market supervisor board which are not the fault of either party. |
| Effect of Termination of Agreement | <p>The termination of agreement on this agreement will not cause service recipient or service provider become free from duties and responsibilities to counterparty in term of service fee payment or accrual payment or any actions or prohibition on that time or before the date of termination of agreement or on the termination date of agreement.</p> |

2. Summary Agreement of the Bangkok Free Trade Zone 3 project

2.1 Summary of Sale and Purchase Agreement of land and buildings of Bangkok Free Trade Zone 3 Project

| | |
|--|---|
| Seller | Prospect Development Company Limited ("Seller") |
| Buyer | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("Buyer") |
| Traded Properties | <p>Bangkok Free Trade Zone 3 Project (Bangna-Trad Road km. 19) is located at Bang Pla Sub-district, Bang Phli District, Samut Prakan Province.</p> <ol style="list-style-type: none"> Land title deeds No. 191635, 191632 and 191364, total 3 title deeds, total area under title deeds 53 rai 3 ngan 91.2 square wa. Warehouse and factory buildings in Bangkok Free Trade Zone 3 Project (Bangna-Trad Km. 19 Road), total of 6 buildings, total building area is approximately 49,133 square meters, with buildings and other assets that are part of the land and buildings. |
| Purchase Price and Term of Payment | <ol style="list-style-type: none"> The price of traded properties shall be approximately Baht [•] million. The price of traded properties above does not include VAT, registration fee and specific business tax or stamp duty, as well as other related fees and expenses. The buyer agrees to pay the purchase price to the seller on the transfer date according to the method by which the parties shall mutually agree upon. |
| Tax and Expenses | <ol style="list-style-type: none"> The seller agrees to be responsible for all liabilities and obligations related to or in connection with the traded properties that exist or occur until the day prior to the ownership transfer date, including but not limited to, taxes relating to the use of traded properties, such as land and building taxes and signboard taxes, or any other similar taxes, whatever the name, etc. and all obligations in connection with the traded properties incurred due to the appraisal of the relevant government agencies (if any). In the event that liabilities and obligations are due after the ownership transfer date, the seller agrees to pay such liabilities and obligations. The buyer and the seller agree to be responsible for fees related to the registration of the ownership transfer of traded properties on the ownership transfer date and any other expenses related to the ownership transfer of traded properties to the buyer under this agreement (if any), equally half for each party and the seller agrees to be responsible for corporate income tax and specific business tax. The buyer agrees to be responsible for the costs of water meter and electricity meter transfer of traded properties from the seller to the buyer. |
| Ownership Transfer and Properties Delivery | <ol style="list-style-type: none"> The seller agrees to proceed the registration of the ownership transfer of traded properties to the buyer in front of the competent official at the relevant land office within 60 (sixty) days from the closing date of the initial trust unit offering ("Ownership Transfer Date") and the buyer agrees to accept the ownership transfer of traded properties on the ownership transfer date. In this regard, each party has a duty to sign and deliver documents of rights, including any other significant documents that are necessary and relevant to the registration of ownership transfer in order to complete the registration of ownership transfer on the ownership transfer date. |

| | |
|--|--|
| | <p>2. The seller agrees to deliver the possession of traded properties to the buyer on the ownership transfer date in which the parties shall be deemed that the delivery of such possession is effective immediately on the ownership transfer date.</p> <p>3. On the ownership transfer date (prior to the registration of ownership transfer), the seller agrees to certify that the seller is the owner and has the legal rights to sell the traded properties under this agreement and the traded properties do not have encumbrances and/or deprivation of any rights and/or do not fall under the attachment of property rights or have any dispute, except for the lease and service of the traded properties under the lease agreement and service agreement (collectively, the "Lease Agreement") that the seller has entered into as a lessor and a service provider with a tenant and a service recipient (collectively, the "Tenant"). In addition, the traded properties must have valid and complete licenses, entrances and exits between the traded properties and legally public route in good condition and suitable for the use of the traded properties in which the buyer must obtain ownership of the traded properties.</p> <p>In the event that the buyer considers the traded properties in damaged or significant defective condition to the extent that if the buyer has known in advance, the buyer shall not enter into this agreement, the buyer has the right to refuse to accept the ownership transfer of the traded properties until the seller shall take action to repair such damage or defect. In this regard, the seller is obliged to complete the aforesaid process within 30 (thirty) days from the date of receiving notification from the buyer at the expense of the seller.</p> |
| Actions With Respect to Retail Sub-Lesseees and Agreements for Obtaining Benefits | <ul style="list-style-type: none"> For the benefits of the land sub-lease, warehouse buildings or factory buildings in some parts of the Bangkok Free Trade Zone 3, the seller agrees to transfer the sub-lease rights and obligations of the sub-leasehold property, as a sub-lessor under the space sub-lease agreement with retail sub-lessees, and agrees to transfer the service rights and obligations, as a service provider under the service agreement for common areas and utilities with retail sub-lessees, to the buyer and the buyer agrees to accept the transfer of the aforementioned rights and obligations under the said agreements. The seller shall send a notice informing the retail sub-lessees regarding the transfer of rights and obligations of the existing sub-lessor and service provider under the space sub-lease agreement and the service agreement for common areas and utilities related to the retail sub-lessees to the Buyer which shall be effective on the commencement date of the sub-lease period of the sub-lessee. From the transfer right date, if the seller receives any form of sub-lease fee, service fee, any sum of money or any other benefits arising from the sub-leasehold property of the sub-lessee for whatever reason, the seller shall proceed to deliver all money and/or benefits to the buyer. |
| Seller's Agreements | <p>1. The seller agrees to proceed with the registration of a servitude in real estate on the land title deeds Nos. 45969 and 19163, which is the location of the road in the project and the entrance to the public road of the Bangkok Free Trade Zone 3 (Bangna Road) - Trat Km. 19) ("Servient Property Land Plot") to be subject to the servitude of the Land Title Deed No. 191635, 191632 and 191364 ("Dominant Property Land Plot") for the users to use the Land Plot No. (whether as the owner of the dominant property land plot or a member of the</p> |

| | |
|--|--|
| | <p>owner of the dominant property land plot) has the right to use the servient property land plot to be a thoroughfare within the project and the entrance and exit of the car path without compensation.</p> <ol style="list-style-type: none"> On the ownership transfer date, the seller agrees to deliver all security money that the seller receives from tenant under the lease agreement and service agreement to the buyer. In the event that the seller arranges insurance policies for the traded properties before the agreement party has entered into this agreement and such insurance policies remain in force after the ownership transfer date, the seller agrees that on the ownership transfer date, the seller shall act for the buyer and/or the creditor of the buyer (if any) to be the insured and beneficiary under the aforementioned insurance policies in respect of the traded properties, which is effective from the ownership transfer date onwards. On the agreement signing date, the seller shall sign any other relevant agreements which both parties have agreed under conditions in accordance with the land sub-lease agreement of Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road). The seller agrees to transfer water meter and electricity meter relevant to the distribution of water and electricity of the traded properties to the buyer (if any), including security deposit of water meter and electricity meter (if any), as well as necessary consent, plus any actions so that the aforesaid meter can be transferred to the buyer as soon as possible. |
| Reasons for Agreement Termination | <ol style="list-style-type: none"> Unless otherwise stipulated in this agreement, if at any time before or on the ownership transfer date, either party fails to comply with this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road) or violates guarantees and warranties provided in this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road) and does not correct the breach within the period specified in the agreement. It shall be deemed that that party is at fault of this agreement. At any time before or on the ownership transfer date, the parties agree to terminate this agreement, and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road). At any time before or on the ownership transfer date, the seller has been put under receivership or bankruptcy by the court's order or is in the process of dissolution, liquidation, or the court has ordered the rehabilitation of the seller's entity. At any time before or on the ownership transfer date, the traded properties have been significantly damaged, or the operation of the traded properties has changed significantly in a negative way. In the event that payment of the traded properties and/or registration of the ownership transfer of the traded properties have not been made within the period specified under this agreement |
| Effect of Agreement Termination | <ol style="list-style-type: none"> In the event that either party becomes a defaulter of the agreement under clause 1 or clause 5 of the subject of Reasons for Agreement Termination, the other party who is not a defaulter may terminate this agreement and/or claim damages by notifying the party in breach of the agreement in writing. |

| | |
|--|--|
| | <p>2. In the event that the parties agree to terminate the agreement in accordance with clause 2 of the subject of Reasons for Agreement Termination, this agreement shall be deemed terminated. In this regard, neither party has the right to claim any damages or expenses against the other party.</p> <p>In the event that there is situation according to clause 3 or clause 4 of the subject of Reasons for Agreement Termination, the buyer may terminate this agreement by notifying the seller in writing. In this regard, the buyer has no right to claim any damages or expenses against the seller, unless such situation is caused by gross willfulness or negligence of the seller.</p> |
|--|--|

2.2 Summary of the Movable Property Sale and Purchase Agreement for Bangkok Free Trade Zone 3

| | |
|---|--|
| Seller | Prospect Development Company Limited ("Seller") |
| Buyer | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("Buyer") |
| Traded Properties | System work, equipment, utilities and other related assets and necessary for the utilization of land, buildings, structures and other installations equipment in building of Bangkok Free Trade Zone 3 Project (Bangna-Trad Road km. 19) |
| Prices of Traded Properties | The price of traded properties shall be approximately Baht [•] million. (Exclude VAT) |
| Taxes and Expenses | The seller agrees to be responsible for all liabilities and obligations related to or in connection with the traded properties (if any) and the purchaser agrees to be responsible for the value added tax in relating with the transfer of ownership of the assets purchased under this contract. |
| Ownership Transfer and Properties Delivery | <p>1. The seller agrees to proceed the registration of the ownership transfer of traded properties to the buyer in registration date stipulated in movable property the sale and purchase agreement in Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road) ("Ownership Transfer Date")</p> <p>2. The seller agrees to deliver the possession of traded properties to the buyer on the ownership transfer date in which the parties shall be deemed that the delivery of such possession is effective immediately on the ownership transfer date when the registration of the transfer of ownership under movable property the sale and purchase agreement in Bangkok Free Trade Zone 3 (Bangna-Trad Km. 19 Road) is legally.</p> <p>In the event that the buyer considers the traded properties in damaged or significant defective condition to the extent that if the buyer has known in advance, the buyer shall not enter into this agreement, the buyer has the right to refuse to accept the ownership transfer of the traded properties until the seller shall take action to repair such damage or defect. In this regard, the seller is obliged to complete the aforesaid process within 30 (thirty) days from the date of receiving notification from the buyer at the expense of the seller.</p> |
| Event of Default | <p>1. Unless otherwise stipulated in this agreement, if at any time before or on the ownership transfer date, either party fails to comply with this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road) or violates guarantees and warranties provided in this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road) and does</p> |

| | |
|--|--|
| | <p>not correct the breach within the period specified in the agreement. It shall be deemed that that party is at fault of this agreement.</p> <p>2. At any time before or on the ownership transfer date, the parties agree to terminate this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road).</p> <p>3. At any time before or on the ownership transfer date, the seller has been put under receivership or bankruptcy by the court's order or is in the process of dissolution, liquidation, or the court has ordered the rehabilitation of the seller's entity.</p> <p>4. At any time before or on the ownership transfer date, the traded properties have been significantly damaged, or the operation of the traded properties has changed significantly in a negative way.</p> <p>5. In the event that payment of the traded properties and/or registration of the ownership transfer of the traded properties have not been made within the period specified under this agreement and/or real estate sale and purchase agreement for Bangkok Free Trade Zone 3 Bangna-Trad KM.19 Road).</p> <p>The other party who is not a defaulter may terminate this agreement and/or claim damages by notifying the breaching contract in writing.</p> |
|--|--|

2.3 Summary of Service Agreement for Public Utilities and Roads for Bangkok Free Trade Zone 3

| | |
|---------------------------------|---|
| Service Provider | Prospect Development Company Limited ("Service Provider") |
| Service Recipient | SCB Asset Management Company Limited as a Trustee of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust ("Service Recipient") |
| Objectives and Agreement | <p>Throughout the service period, the service provider agrees to</p> <ol style="list-style-type: none"> 1. Take care, maintain, repair, and provide service related to land and road in the project for the service recipient and/or subordinate of service recipient which include but not limited to sub-lessees of service recipient, to utilize road in the project for the main road in Bangkok Free Trade Zone 3 (Bangna-Trad KM.19 Road). 2. Provide services in public utilities to service recipient but for some services the service recipient is obligated to provide to sub-lessees. |
| Service Period | The contract is effective from the date of ownership transfer on Sale and Purchase Agreement of land and buildings until the determined date in this contract. |
| Service Fee | Throughout the service period, the service recipient must agree to pay for the service of public utilities and road land fees in the project to the service provider by calculated according to building areas of the service recipient. The fees must be paid in advance on the date of ownership transfer on Sale and Purchase Agreement of land and buildings and on the fifth of every month. |
| Assignment | <ul style="list-style-type: none"> • Within the service period, the service provider agrees not to transfer any rights and duties under this contract to any other person whether in whole or in part or whether receive compensation or not, without the prior consent of the service recipient in writing. • The service provider agrees to the service recipient to transfer any rights and duties under this contract to any other person whether in whole or in part with the prior consent in advance from the service provider in writing. |

| | |
|------------------|---|
| Taxes and Fees | <ul style="list-style-type: none"> Throughout the service period, the service provider agrees to be responsible for VAT, tax, stamp duty, fees, and other expenses which related to the provision of services, the services under this contract, and in connection with this contract solely. In case that either party pays for VAT, tax, stamp duty, fees, and other expenses for another party first. The party who is liable to pay those expenses must agree to repay for the previous payment to the party in full amount within 30 days from the date of receipt of written notice from that party. |
| Event of Default | <p>In case of any of the event specified in following cases shall be regarded as the cause of default of the parties involved in such event.</p> <ol style="list-style-type: none"> Event of default by the service provider <ol style="list-style-type: none"> In the event that service provider intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the service provider is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. In the event that the service provider does not register the road land in the project sublease right to the service recipient on the date specified in this Sublease Agreement for Roads in the project (service provider and service recipient) In the event that the service provider distributes, pays, transfers central utilities and/or road land in the project within the service period without the consent from service recipient. In any event where the central utilities and/or road land in the project under this contract is confiscated by a court order caused by the fault of the service provider which the user has the right to exercise the right according to the law, as a result, the service recipient is unable to take advantage of the central utilities and/or road land in the project and/or sublease property according to the intent and purpose of this contract. In the event that the service provider is subject to receivership or adjudged bankruptcy by court or in the process of liquidation, or the court has ordered the rehabilitation of the service provider's business which it affects the service provider's ability to pay debts or comply with this contract or the head land lease agreement of the Bangkok Free Trade Zone 2 Project (Theparak Road). As above event shall be deemed an event of default under this contract immediately, except in a force majeure event or in the case where the intentional breach or failure to comply with a material agreement or breach of warranty as apecified in the relevant contract that as a result of the service recipient's failure to act as a party perform duties as stipulated in the above related contracts or unless other wise specified in this contract. Event of default by the service recipient <p>In the event that the service recipient intentionally violates or intentionally fails to comply with material agreements as specified in this contract and/or related contracts or in violation of the warranties provided in this contract and/or related contracts and the service</p> |

| | |
|--|--|
| | <p>recipient is unable to take corrective action within the period stipulated in the contract or within any period agreed upon by the parties. Under the event shall be deemed a cause of default under this contract.</p> <p>However, unless it is a force majeure event or except in the case where the intentional breach or failure to comply with a material agreement or a material breach of warranty as specified in the relevant contract is a result of the service provider as a party failure to comply with terms or conditions specified in the relevant contract or unless otherwise specified in this contract.</p> |
| Termination of Agreement and Claim for Damages | <ul style="list-style-type: none"> • Rights of the service recipient in the event of default by the service provider <ol style="list-style-type: none"> 1. When any of the aforementioned the event of default in clause 1.1. The service recipient will claim damages from the service provider and has not a result to terminate of this contract. Unless such damage is caused by the service provider intentionally violates or fails to comply with the terms specified in this contract and/or relevant contracts for the service provider and has impact on the public utilities and/or road in the project under this contract. And the service recipient unable to take advantage of the public utilities and/or road in the project according to the intent and purpose of this contract. The service recipient has the right to claim damages from the service provider from the aforementioned event and/or terminate this contract immediately. Whereby the service provider agrees to repay the remaining service fees including any money or other benefits received on behalf of the service recipient to the service recipient in proportion to the remaining service period, without prejudice the service recipient's right to claim damages and/or any other expenses arising from the occurrence of such default. 2. In the event as prescribed in article 1.2, 1.3 and 1.4 of the events of default. The service provider is unable to make corrections within the period specified in the contract. The service recipient has the right to claim damages from the service provider from such incident and/or terminate this contract immediately. And the service provider shall also make a payment of the remaining service charge as well as other benefits that the service provider receives on behalf of the service recipient to the service recipient as a proportion of the remaining service period. <p>In addition, the service provider agrees to reimburse the deficit of the service recipient inability to utilize central utilities and/or road land in the project in accordance with the service period as specified in this contract. However, do not disqualify the service recipient from claiming damages and/or any other expenses arising from the default.</p> 3. The exercise of the service recipient's rights as specified in this article. The service recipient has the right to exercise in a part of the central utilities and/or road land in the project affected by the event of default. <ul style="list-style-type: none"> • Rights of the service provider in the event of default by the service recipient <ol style="list-style-type: none"> 1. In the event of an incident as prescribed in article 2 of the event of default. The service provider will claim damages from the service recipient from that event and has no effect on termination of this contract. Unless such damage is caused by service recipient intentionally violates or fails to comply with the terms specified in this |

| | |
|---|--|
| | <p>contract and has a impact on the central utilities and/or road land in the project under this contract. The service provider has the right to terminate this contract immediately. The service provider does not have to repay the remaining service charge to the service recipient but does not prejudice the service provider's right to claim for damages and/or any other expenses arising from the event of default.</p> <p>2. The exercise of the service provider's rights as specified in this article. The service provider has the right to exercise in a part of the road land in the project affected by the event of default or not.</p> <ul style="list-style-type: none"> • In the event of termination of all related contracts without any default by either party under the terms and conditions of such contracts. The parties agree to terminate this contract as well. • In the event that the parties agree to terminate the contract or if the status of the service recipient is revoked or terminated as a result of the laws and/or orders of the relevant government agencies. Which includes the Secerities and Exchange Commisson Thailand (SEC). However, not the fault of any party or when the unitholders has resolved to terminate the service recipient, which can be assume that this contract is terminated. Each party is not entitled to claim for damages and/or any other expenses and/or other benefits from other party. For the benefits of clarity, the parties acknowledge and agree to the Secerities and Exchange Commisson Thailand (SEC) has ordered the revocation or termination of the status of the service recipient, it is not considered force majeure as specified in this contract. |
| Termination of Agreement | <p>This agreement shall terminate when;</p> <ol style="list-style-type: none"> 1. The service period is due 2. The parties agree to terminate the contract 3. There is revocation or cancel the status of the sublessee by the effect of law and/or the order of the relevant government agency including SEC and/or the capital market supervisor board which are not the fault of either party. |
| Effect of Termination of Agreement | <p>The termination of agreement on this agreement will not cause service recipient or service provider become free from duties and responsibilities to counterparty in term of service fee payment or accrual payment or any actions or prohibition on that time or before the date of termination of agreement or on the termination date of agreement.</p> |

3. Summary of Property Management Appointment Agreement of Bangkok Free Trade Zone 2 and Property Management Appointment Agreement of Bangkok Free Trade Zone 3

Draft Property Management Appointment Agreement of Bangkok Free Trade Zone 2 and Property Management Appointment Agreement of Bangkok Free Trade Zone 3 have similar major agreement clauses as follows:

| | |
|----------------|--|
| Parties | <ul style="list-style-type: none"> • Prospect REIT Management Co., Ltd. ("REIT Manager") • SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial ("REIT") • Prospect Development Company Limited ("Prospect Development") |
|----------------|--|

| | |
|--------------------------|--|
| Property Manager | Prospect Development |
| Effective Date | This Agreement shall be effective from the date the REIT invests in the immovable properties by the REIT. (“Effective Date”) |
| Management Period | <ul style="list-style-type: none"> The parties agree that the property manager will perform various duties as specified in this agreement for a period of 10 years from the effective date of the agreement. (“The first period of management service”) At the end of the first period of management service or further periods of management service (as the case may be). The REIT manager or the trustee did not notify the breach of contract to the property manager. The parties agree to automatically renew this contract for another 10 years each time, the terms and conditions of the contract being extended to be as stipulated in this contract. However, the term of the management service shall not exceed the sublease period under the REIT’s asset investment contract. |
| Duty of Property Manager | <ul style="list-style-type: none"> General duties The property manager agrees to perform general duties in the management and management of the immovable property invested by the REIT as stated in this contract or any duties to be agreed upon by the parties in writing. The performance of such duties must be consistent with the annual operating plan, Trust Deed and relevant securities laws for the benefit of the REIT and unitholders. Additional duties assigned In addition to the duties stated in this contract. The property manager is obliged to take any additional actions as assigned by the REIT manager as appropriate for specific cases related to the operation of the real estate invested by the REIT and/or related to the performance of duties under specified in this contract for the benefit of the REIT and the unitholders. the property manager has the right to receive compensation for performing such additional duties as agreed. However, if such duties result in significantly increasing the obligations of the property managers or may cause significant damage to the property manager. The property manager reserves the right to refuse to perform any additional duties assigned by the REIT. In such cases, the trustee has the right to delegate that duty to another person to perform on his behalf with the expense of the REIT. Therefor, the performance of duties of such persons must not affect the performance of the property manager under this contract unreasonably. The duty to provide sufficient and appropriate personnel. The property manager agrees to appoint personnel to perform duties at the property invested by REIT. The property manager had duty to manage of real estate that the REIT invests in appropriate situation amd value. the personnel must have knowledge and experience in the management of real estate invested by the REIT and have qualifications to perform duties as a real estate manager. Responsible for preparing annual operational plans The property manager agrees to prepare an annual action plan for managing the real estate invested by REIT and propose an annual operating plan to the REIT manager for approval in advance not less than 60 days before the end of each fiscal year and the REIT |

| | |
|-------------------------|--|
| | <p>manager will propose to the trustee for approval not less than 30 days in advance before the end of each fiscal year. Annual operational plan for 5 years, including to the renovation and/or repair of the real estate invested by REIT (Major Renovation), except the 2023 annual action plan trust manager and the Trustee will consider and approve on the annual action plan within 15 working days from the effective date of the contract. And the parties agree to use the proposed annual action plan for the year 2023.</p> <p>However, the property manager may change the annual operating plan as appropriate by considering the maximum benefit of the property invested by REIT together with the market and industry business conditions.</p> <ul style="list-style-type: none"> • Duty to keep copies of documents. <p>Property managers will keep copies of documentary evidence related to the management of real estate invested by REIT. This includes a set of copies of supporting documents confirming any petty cash payments (if any), including a scanned copy of any expense receipts. As operated by the property manager or contact coordinator for a period of at least 5 years. REIT Manager, Trustee and related persons will inspect and return the copy of such documents to REIT when the contract expires.</p> |
| Property Management fee | <ul style="list-style-type: none"> • Remuneration for the management of real estate invested by the REIT calculated based on the sublease income and service fees from the sublease and service contracts entered into with customers. which the REIT receives in a monthly period in accordance with the criteria for revenue recognition according to generally accepted accounting standards which will be paid in 3.0 of rental and service revenue • Remuneration to create incentives for real estate management that REIT invests for the management of real estate can be calculated from the performance of real estate management at the rate of 5.0 percent of the real estate management performance (excluding compensation for rental income and service fees that Prospect Development paid to REIT for guaranteed properties as specified in the Action Agreement of Prospect Development with respect to Rental Income Compensation of Prospect Development) REIT agrees to pay compensation to the property manager on a monthly basis by requiring the property manager to prepare an invoice which is the amount at the end of the month calculated from the rent roll report and deliver to REIT and REIT will pay compensation as stipulated in the invoice within 15 days from the date REIT receives the invoice. In this regard, the parties agree to adjust the monthly property manager remuneration upon receipt of the net asset value confirmed by REIT manager and the trustee. And it will be paid in addition to or repayment by adding or offsetting the compensation to the property manager in the next period. • Commission fee (in the event that the real estate management recommend or recruit tenants) <ul style="list-style-type: none"> (1) New tenant with a rental term equal to or more than 3 years but not exceeding 3 years and 1 month, the real estate management shall receive a fee equal to the rental fee that REIT shall receive in the amount of 1 month. In case the rental period is less than 3 years, the real estate management is entitled to receive a fee calculated in proportion to the actual rental period compared to the standard rental period of 36 |

| | |
|--|---|
| | <p>months. In case the rental term is more than 3 years and 1 month but not exceeding 9 years, the real estate management shall receive a fee equal to the rental fee that REIT shall receive in the amount of 1.5 months. In case the rental term is more than 9 years, the real estate management shall receive a fee equal to the rental fee that REIT shall receive in the amount of 2 months.</p> <p>(2) Existing tenant renews the lease agreement and service agreement with REIT for a rental period equal to or more than 3 years but not exceeding 3 years and 1 month, the real estate management shall receive a fee equal to the rental fee that REIT shall receive in the amount of 0.5 months. In case the rental period is less than 3 years, the real estate management is entitled to receive a fee calculated in proportion to the actual rental period compared to the standard rental period of 36 months. In case the rental period is more than 3 years and 1 month but not exceeding 9 years, the real estate management shall receive a fee equal to the rental fee that REIT shall receive in the amount of 0.75 months. In case the rental period is more than 9 years, the real estate management shall receive a fee equal to the rental fee that REIT shall receive in the amount of 1 month.</p> <ul style="list-style-type: none"> Expenses incurred from the performance of the property manager under this agreement must be in accordance with the estimated expenses specified in the REIT's annual operating plan. (Shall be amended from time to time) unless the REIT Manager agrees otherwise. |
| Consideration of the performance of REIT managers | <ul style="list-style-type: none"> Throughout the term of this contract The REIT manager has the authority to consider the performance of the property manager in every 3 years period from the date the REIT invests in the assets. ("Period for Consideration of Performance"). A property manager's performance is determined based on the property's average operating profit (EBITDA). The average real estate operating profit (EBITDA) in each operating performance period must not be less than 70 percent of the annual operating plan. In the event that the average operating income during the performance consideration period is lower than the operating performance criteria. The REIT manager will consider the property manager's performance again in next year. It will consider the average operating income during the period of performance under consideration of the operating performance criteria including a period of 1 year from the due date according to that cycle ("Performance Correction Period") |
| Agreement to act or omission of the property manager | <ul style="list-style-type: none"> Unless it is an action which is related to or related to the performance of duties of the property manager or any provision of this contract The property manager will not take any action including signing any documents, give a statement to officer of SET, SEC and/or any other government agency on behalf of REIT. and will not make an obligation any affiliation on behalf of the trust or REIT manager without the prior written consent of the Trustee or REIT manager. If there is a change in key personnel in management and management of real estate invested by REIT. The property manager must notify the REIT in writing. The Property managers must recruit new personnel who have knowledge and experience in real estate management. And new personel must be qualified to perform duties on behalf of the former |

| | |
|------------------------------------|--|
| | <p>personnel. and does not affect the performance of duties of the property manager as stipulated in this agreement without delay in order to continuously manage the real estate invested by REIT.</p> <ul style="list-style-type: none"> • Property managers will perform their duties with honesty, integrity, and exercise due care taking into account the professional standards of property managers and REIT's interests. • During the validity of this contract or after the termination of this contract for another 3 years, the parties agree to keep the information relating to this contract or the other party which the parties have known or been disclosed during the term of this contract is confidential and will not disclose such confidential information to any person unless; <ol style="list-style-type: none"> 1. It is to disclose information to directors, employees, consultants or representatives of the parties for the benefit of this contract. Whereof, such person agrees to keep the information received as confidential. 2. It is disclosed by the authority of the relevant law or the other party agrees to give written permission to disclose or in accordance with the regulations and operational guidelines of the officer of the SEC and the SET; or 3. It is public information. |
| Termination of the contract | <p>This contract may be terminated by either party in the event of any of the following events, provided that the relevant party gives a written notice of termination to either party at least 30 days in advance.</p> <ol style="list-style-type: none"> 1. The trustee has the right to terminate the contract in any of the following cases. <ol style="list-style-type: none"> 1.1. The property manager fails to comply with the agreements as stipulated under the contract of action as will be further signed between the property manager and the trustee on behalf of the REIT. 1.2. Property manager acts or refrains from acting which causes a lack of credibility in the performance of duties under the contract. 2. The REIT manager has the right to terminate the contract in any of the following cases. <ol style="list-style-type: none"> 2.1 Property managers are subject to receivership or bankrupt by court order or is in the process of liquidation of the company. 2.2 The court has ordered the rehabilitation of the property manager which affects the property manager's ability to pay debts or comply with this contract. 2.3 In the event that in consideration of the performance of real estate managers which must be in accordance with the provisions of this contract. 2.4 The property manager fails to perform duties as stipulated in this contract with respect to the REIT's finances intentionally or dishonestly. 2.5 In the event that REIT manager acknowledge that The property manager acts or refrains from acting which causes a lack of credibility in the performance of duties under this contract. 3. The property manager has the right to terminate the contract in the following cases. <p>The REIT Manager does not manage the REIT as stipulated in the Trust Deed as resulting in significant damage to REIT that may cause damage to the property manager.</p> 4. Either party has the right to terminate the contract in any of the following cases. |

| | |
|-----------------------------------|--|
| | <p>4.1 REIT dissolves as stipulated in the section "termination of the Trust Deed" of the Trust Deed or in the case of the SEC has ordered the dissolution of REIT.</p> <p>4.2 All immovable properties invested by the REIT are destroyed or substantially damaged and REIT does not desire to take any benefits in the immovable properties invested by the REIT. As a result, real estate managers can not perform their duties under this contract.</p> <p>4.3 The relevant law had change and either party can not perform its duties in the subject matter of this Agreement.</p> <p>4.4 Either party violates or fails to perform duties as stipulated in this contract or incomplete performance of such duties or either party breaches the warranties provided in this contract. Failure to perform duties or breach of such assurances will have a material adverse effect on REIT or the real estate invested by the REIT or the other party. and such party fails to rectify such breach within 90 days from the date of receipt of written notification from the non-defaulting party.</p> <p>When the investment contract in the REIT's assets is completely terminated due to the fault of either party. The defaulting party agrees to compensate the property manager for damages arising from the termination of the contract.</p> <p>Without a doubt in the case that REIT Manager is no longer a REIT Manager under any circumstances, the aforementioned event does not cause the termination of this agreement. The property manager had rights and duties under this contract. and the trustee has the right to appoint any other person to act as the REIT manager in place of the former REIT manager. While the trustee has not appointed any person to act as the REIT manager The rights and duties of the REIT manager shall be manage by the trustee until the new REIT manager is appointed.</p> |
| Effect of termination of contract | <ul style="list-style-type: none"> From the effective date of termination of the contract, the parties shall not be deemed to obligations by this contract. In this regard, the property manager is entitled to receive compensation in proportion as actually performed for the duties performed until the date of ending as the property manager. The REIT will pay such remuneration within 30 days from the date of termination of the contract from the date of termination of the contract and does not deprive the parties of the contract that do not breach the contract In claiming damages as actual arising from the breach of this contract by the other party. Property managers must prepare a summary report of the property management in which the REIT invests until the due date for termination of the contract and deliver information documents relating to the management of the real estate invested by the REIT to the REIT manager and the trustee without delay but not exceeding 90 days from the effective date of termination of the contract. |
| Indemnification | <ul style="list-style-type: none"> In the event that the property manager manages the real estate that the REIT invests by REIT does not comply with the terms of this contract or the property manager neglects to perform duties as specified in this contract or performing duties with negligence or intentionally misconduct the property managers are liable for damages incurred to REIT. In the event that either party (a) received damaged, claim, dispute or action against the other party from other party with the breach of this agreement, including breach of warranty |

| | |
|-----------------------------|---|
| | <p>and/or the warranties of the liable party; or (b) pay any damages on behalf of the other parties and such disputes or damages arising out of or in connection with the breach of this agreement Including breach of warranties and/or warranties of the liable party as mentioned in this agreement. The liable party agrees to indemnify all actual damages and expenses in relating with the consideration process of law, wages of legal advisors, lawyers to resolve disputes or defend such cases for the parties who have been damaged completely. And the liable party will pay the damages and/or such expenses within 30 days from the date of receipt of notice from the damaged party.</p> |
| Conflict of interest | <ul style="list-style-type: none"> • The property manager will notify the trustee and the REIT manager in writing without delay in the event that there may be any conflict of interest with REIT in the performance of the property manager under the terms and conditions set out in this contract and if the trustee considers that such a case may cause a conflict of interest and causing damage to REIT, the trustee and/or REIT manager shall notify the property manager in writing without delay. The parties agree to discuss in good faith and in fairness to consider such events on a case by case basis. • In the event that the property manager manages assets in the category of warehouse buildings or factory buildings for others and has notified REIT in writing. The property manager agrees to inform REIT in each time that there had potential customer to renting a warehouse or factory building. The property manager will offer the property and the customer can decide without discrimination as to which party's property. Including set up sublease fee for comparable buildings in terms of size, location, style and age to be at the same level for transparency and sufficient information to customers to make decisions. |
| Transfer of rights | <p>The three parties agree not to transfer their rights or any duty of its obligations under this agreement in whole or in part to any person except with the written consent of the other party.</p> |

Summary of different details of the Draft Property Management Appointment Agreement of Bangkok Free Trade Zone 3 are as follows:

| | |
|--|--|
| Additional Duties of Real Estate Management | <ul style="list-style-type: none"> • Real estate management certifies that throughout the period of management employment under this agreement (including renewals) the real estate management shall strictly comply with laws relating to being licensed to establish free zones and the real estate management shall not take any action which violates any conditions or causes the licenses related to the aforesaid free zones to be cancelled or revoked by the authorities relevant to the aforementioned license. In addition, the real estate management shall notify the REIT in writing without delay in the event that there is any event violating any condition or any action causing the license related to free zones to be cancelled or revoked by the relevant authorities. <p>In the event that any incident causing the licenses related to free zones to be cancelled or revoked by the relevant authorities, the real estate management shall cooperate with proceedings to support any person assigned by the REIT, as it deems appropriate ("Person Assigned by the REIT"), to apply for the licenses related to the establishment of free zones, including but not limited to, the person assigned by the REIT to have management rights in the Bangkok Free Trade Zone. This shall cause the Bangkok Free Trade Zone to continue operating without impacts and allow the person assigned by the</p> |
|--|--|

| | |
|--|---|
| | REIT to be able to comply with laws relating to the establishment of free zones for the benefit of Bangkok Free Trade Zone 3 (Bangna-Trad Road Km. 19) as a whole, by not claiming any additional expenses from the REIT. |
|--|---|

4. Summary of the draft agreement of Prospect Development

| Contract Parties | <ul style="list-style-type: none"> SCB Asset Management Co., Ltd as the trustee of Prospect Logistics and Industrial Freehold and Leasehold Real Estate Investment Trust ("PROSPECT" or "PROSPECT REIT") Prospect Development Co., Ltd. ("Prospect Development") | | | | |
|---|--|--|--|------------------------------------|------------------------------------|
| Duties of Prospect Development relating to compensation for guaranteed rental | <ol style="list-style-type: none"> Prospect Development will compensate rental (called "rental fee") to PROSPECT from leased assets that has no lessee on the date PROSPECT makes the investment (the "Guaranteed Assets") for a period of 2 years from the start of the lease period under the lease agreement (the "Guarantee Period") by setting the minimum rental rate as follows: <table border="1"> <tr> <th>Bangkok Free Trade Zone 2 Project (Theparak Road)</th><th>Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19)</th></tr> <tr> <td>THB 160 per square meter per month</td><td>THB 170 per square meter per month</td></tr> </table> ("Minimum Rental Rate") The contract parties will calculate the guaranteed rental for the guaranteed assets according to clauses 1, base on the total unoccupied area in each project on the date PROSPECT makes the investment multiples with the minimum rental rate that PROSPECT expects to receive until the end of the guarantee period (the Guaranteed Rental) However, contract parties agree to have Prospect Development compensating the rental short from the guaranteed rental to PROSPECT in case PROSPECT procures the rental lower than the guaranteed rental throughout the guarantee period on a monthly basis with conditions as specified in clauses 3 and 4. During guarantee period, if in the event that tenant enters into a lease and a service agreement to lease a guaranteed asset, but PROSPECT receives the rental rate from the lease and service agreement of the guaranteed assets below the guaranteed rental rate, Prospect Development will compensate the rental short from the guaranteed rental to PROSPECT in case PROSPECT procures the rental lower than the guaranteed rental within the guarantee period. During guarantee period, if there is a case of any tenant on the guaranteed assets defaulting or failing to pay the rental under the lease and service agreement, PROSPECT shall assume that the revenue from the lease and service agreement shall be calculated in the total rental revenue that PROSPECT receives from guaranteed assets. However, if the lease and service agreement is terminated prior to the end of the lease period, due to the tenant defaulting (for any reason) Prospect Development will compensate the rental short from the guaranteed rental to PROSPECT in case tenant defaulting or failing to pay the rental. | Bangkok Free Trade Zone 2 Project (Theparak Road) | Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) | THB 160 per square meter per month | THB 170 per square meter per month |
| Bangkok Free Trade Zone 2 Project (Theparak Road) | Bangkok Free Trade Zone 3 Project (Bangna-Trad, Km. 19) | | | | |
| THB 160 per square meter per month | THB 170 per square meter per month | | | | |
| The sub-lease business operations of warehouse and | Within the period specified in this agreement, Prospect Development agrees and will process the same group of persons to agree that the sub-rental rates and service charges of sub- | | | | |

| | |
|---|---|
| <p>factory building of Prospect Development</p> | <p>leasing area will be assigned to new sub-lessee on the assets under restrictions. It must not compete with sub-leases to new sub-lessee, including not providing any support or benefits to sub-lessee who not commercially compliant order to incentivize them to enter into the lease and service agreement. And it will offer all assets to customers to decide without discrimination on which party's assets, as well as configuring rental rates for comparative buildings in terms of size, location, model and age to a similar level, to ensure transparency and provide customers with sufficient information to make decisions. The details are in accordance with Agreement of Prospect Development (Prospect Development and PROSPECT REIT)</p> |
| <p>Right of First Refusal</p> | <p>Within the period specified in this agreement, If Prospect Development wishes to sell, rent, pay, transfer, in whole or in part of the assets in the Bangkok Free Trade Zone 2 Project (Theparal Road) and Bangkok Free Trade Zone 3 Project (Bangna-Trad Km. 19) that are not rental business as a general trade to customers for business operations. Prospect Development agreed to grant PROSPECT the Right of First Refusal to invest in the assets. Unless it is the sell, rent, pay, transfer of the assets under the right of first refusal to the same group of persons or sub-lessee or those who wish to buy, transfer or lease such assets for use of their business which is not sub-lease of land, warehouse buildings or factory buildings for commercial and industrial or restructuring of Prospect Development and/or the same group of persons internal business. Details are in accordance with Agreement of Prospect Development (Prospect Development and PROSPECT REIT)</p> |

This page intentionally left blank

Attachment 3

Summary of Appraisal Report of Additional Investment Assets No. 2 of PROSPECT

Additional investment assets of PROSPECT have been appraised by 2 independent appraisers, namely Krung Siam Appraisal Company Limited and 15 Business Advisory Company Limited.

Additional information is shown in Section 1, Item 1.1.5 and Section 2, Item 2.5.1 of this report.

1. Summary of Draft of Appraisal Report by Krung Siam Appraisal Company Limited

1.1 Summary of Draft of Appraisal Report for Bangkok Free Trade Zone 2 Project (BFTZ 2)

| | |
|-------------------------------|--|
| Appraiser | Krung Siam Appraisal Company Limited |
| Client | Prospect Logistics and Industrial Freehold and Leasehold REIT |
| Property Type | Sublease rights to Land and Leasehold right to Building |
| Property Location | Bangkok Free Trade Zone (BFTZ 2), No.98/17-98/28, Chong Charoen Soi Thepharak Road (Hwy.No.3268), Bang Sao Thong Subdistrict, Bang Sao Thong District, Samut Prakarn Province. |
| Certificate of land ownership | Title deeds No. 23425 and 23427-23428 Total 3 Title deeds Total area is 30-1-94.9 Rais or 12,194.9 Sq. Wah. Valued only total area is 23-0-95.25 Rais or 9,295.25 Sq. Wah. Bang Sao Thong Subdistrict, Bang Sao Thong District, Samut Prakarn Province. |
| Building and Construction | Factory Building Warehouse and Office Building total 7 building (12 unit) |
| Construction permit | 12 building permits |
| Land Proprietor | Chiaocharn Property Co., Ltd. |
| Building Proprietor | Building permits allow: <ul style="list-style-type: none">● Prospect Development Co., Ltd.● Chaiyanan Bangplee Parkland Co., Ltd. |
| Contractual Obligations | Obligations registered at the Land Office: Lease for a period of thirty years, total of four title deeds, Contractor Prospect Development Co., Ltd. |
| Access right | Road with in the project with access to public way |
| Valuation Purpose | Public Propose and express the Property Values |
| Valuation Basis | Market Value |
| Valuation Method | Cost Approach and Income Approach |

| | |
|-------------------------------|--|
| Inspection and Valuation Date | Inspection Date 22 April 2022 and Valuation Date 1 December 2022 |
| Market Value | <u>Cost Approach</u> <ul style="list-style-type: none"> Value on 1 December 2022 284,000,000.00 Baht <u>Income Approach</u> <ul style="list-style-type: none"> Value on 1 December 2022 and remaining period of 27 year 5 months 15 days 399,200,000.00 Baht |

- Remarks:
1. In this appraisal of the property, Krung Siam Appraisal Company Limited considers the asset's value with the appraisal conditions being the nature of the subleasehold right of the land and the leasehold right of the building, rental period of approximately 27 years, 5 months, 15 days, as requested by the employer. By setting December 1, 2022 to May 15, 2050 as the date of the start and end of the lease agreement of land and buildings of the appraised property.
 2. Appraised property It is the right to sublease land and buildings. Total area is 30-1-94.9 Rais or 12,194.9 square wah. Valued only total area is 23-0-95.25 Rais or 9,295.25 square wa
 3. In considering the value of the property, land sublease rights and building lease rights, Krung Siam Property Appraisal Co., Ltd. references the leased land, building leased area according to the documents and details of the assets for which the valuation received from the employer It is the criterion for considering the value by the Cost Approach and Income Approach only.
 4. In this property valuation, Krungsiam Asset Valuation Company Limited considers the asset value by using Income Approach as a criterion in determining the market value. because it is the appropriate method and reflects the value of the property.

1.2 Summary of Draft of Appraisal Report for Bangkok Free Trade Zone 3 Project (BFTZ 3)

| | |
|-------------------------------|---|
| Appraiser | Krung Siam Appraisal Company Limited |
| Client | Prospect Logistics and Industrial Freehold and Leasehold REIT |
| Property Type | Land and Building |
| Property Location | Bangkok Free Trade Zone (BFTZ 3), Khlong Song Nam Suvarnabhumi Road Bang Pla Subdistrict, Bang Phli District, Samut Prakarn Province. |
| Certificate of land ownership | <p>Title deeds Total 35 Title deeds Total area is 95-2-07.2 Rais or 38,207.2 Sq. Wah.</p> <p>Valued only total area is 53-3-91.2 Rais or 21,591.2 Sq. Wah.</p> <p>Bang Bang Subdistrict, Bang Phli District , Samut Prakarn Province.</p> |
| Building and Construction | Factory Building Warehouse and Office Building total 6 building (23 unit) |
| Construction permit | 23 building permits |
| Land Proprietor | Prospect Development Co., Ltd. |

| | |
|-------------------------------|---|
| Building Proprietor | Building permits allow: Prospect Development Co., Ltd. |
| Contractual Obligations | Obligations registered at the Land Office: Title deeds No. 1-35, mortgages are secured against Siam Commercial Bank Public Company Limited. Title Deed No. 26140 – 26143 cannot be verified. |
| Access right | Road with in the project with access to public way |
| Valuation Purpose | Public Propose and express the Property Values |
| Valuation Basis | Market Value |
| Valuation Method | Cost Approach and Income Approach |
| Inspection and Valuation Date | Inspection Date 22 April 2022 and Valuation Date 1 December 2022 |
| Market Value | <u>Cost Approach</u> <ul style="list-style-type: none"> Value on 1 December 2022 1,139,650,000.00 Baht <u>Income Approach</u> <ul style="list-style-type: none"> Value on 1 December 2022 1,369,350,000.00 Baht |

- Remarks:
1. In considering the property value of land and building subcontracting, Krung Siam Appraisal Co., Ltd. references the leased land, building leased area according to the documents and details of the assets for which the valuation received from the employer It is the criterion for considering the value by the Cost Approach and Income Approach only.
 2. In this property valuation, Krungsiam Asset Valuation Company Limited considers the asset value by using Income Approach as a criterion in determining the market value. because it is the appropiate method and reflects the value of the property.
 3. In determining the value of the property by income approach which is consists existing assumptions. Therefore, if there is a change in the assumption, the value of the asset will change.
 4. The building is currently under construction and the above assets are subject to the condition that the building is completed and can be used.
 5. Currently, the Bangkok Free Trade Zone 3 project (BFTZ 3) is in the process of merging the title deeds and changing the new title deeds. the appraiser considers the land area according to the details of the plot which received from the employer. The total appraised land area of 53-3-91.2 Rais or 21,591.2 square wah. After separation and the details have changed it may cause property value change.

2. Summary of Draft of Appraisal Report by 15 Business Advisory Company Limited

2.1 Summary of Draft of Appraisal Report for Bangkok Free Trade Zone 2 Project (BFTZ 2)

| | | |
|---|---|-----------------------------|
| Appraiser | 15 Business Advisory Company Limited | |
| Property Type | Sublease rights to Land and Leasehold right to Building total 7 building (12 unit) | |
| Client | Prospect REIT Management Company Limited as the REIT Manager of Prospect Real Estate and Leasehold Real Estate Investment Trust Logistics and Industrial | |
| Valuation Purpose | Express the Leasehold Value and Public Propose | |
| Assets’s detail | <p>The appraised assets are land leasehold rights with factory buildings and warehouses, approximately 27 years, 5 months, 15 days, consisting of</p> <ul style="list-style-type: none">Land area according to the summary of the draft lease agreement, approximately 23-0-95.25 Rais (9,295.25 square wah)Building total 7 building (12 unit), with a total rental area of approximately 20,996 square meters. | |
| Summary of important details of the draft land sublease agreement | | |
| Sub-lessor | Prospect Development Co., Ltd. | |
| Sub-lessee | SCB Asset Management Company Limited as a Trustee of Real Estate Investment Trust and Leasehold Real Estate Prospect Logistics and Industrial | |
| Rental area | Approximately 23 rai 95.25 square wah | |
| Lease period | From the start date of the sublease period until May 15, 2050. 15 Business Consultants Co., Ltd has been notified by Prospect Retreat Management Co., Ltd. that the sublease period will begin at the appraisal date December 1, 2022 - ending May 30, 2050, the total lease term is approximately 27 years 5 months 15 days. | |
| Rental per contract | Period | Rental rate (THB/Rai/Month) |
| | Start date (1 Dec 22) – 15 May 2025 | 10,500.000 |
| | 16 May 2025 – 15 May 2030 | 11,550.000 |
| | 16 May 2030 – 15 May 2035 | 12,705.000 |
| | 16 May 2035 – 15 May 2040 | 13,975.500 |
| | 16 May 2040 – 15 May 2045 | 15,373.050 |
| | 16 May 2045 – 15 May 2050 | 16,910.355 |
| Term and other conditions | <ul style="list-style-type: none">The sub-lessor allows the sub-lessee to take out the sub-lease property to third parties to lease the building located on the sub-lease land and/or sub-lease the land as part of the sub-lease property. Whether in whole or in part without prior permission from the sub-lessor | |

| | <ul style="list-style-type: none">The sub-lessee agrees to be responsible for land and building tax from the start date of the sublease period. | | | | | | | | | | | | | | |
|---------------------------|--|------------------------|------------------------|---------------------------|--------------|---------------------------|--------------|---------------------------|--------------|---------------------------|--------------|---------------------------|--------------|---------------------------|--------------|
| Location | Bangkok Free Trade Zone (BFTZ 2), Chong Charoen Soi, Thepharak Road (KM. 22-23), Bang Sao Thong Subdistrict, Bang Sao Thong District, Samut Prakarn Province. | | | | | | | | | | | | | | |
| GPS | LAT 13°35'15" N, LONG 100°47'45" E | | | | | | | | | | | | | | |
| Entrance - Exit | <p>The appraised assets can enter and exit with the following details:</p> <ul style="list-style-type: none">Soi Chong Charoen, separated from Thepharak Road which is the location of the Bangkok Free Trade Zone 2 project is a public utility.Roads in the Bangkok Free Trade Zone 2 project are private roads. to be used as the entrance - exit of the sub plots of the project | | | | | | | | | | | | | | |
| Utilities | Electricity, water, telephone and sewer | | | | | | | | | | | | | | |
| Ownership document | Land title deed no. 23425 23427 and 23428 | | | | | | | | | | | | | | |
| Land ownership | Chiaocharn Property Co., Ltd. | | | | | | | | | | | | | | |
| Contractual Obligations | Obligations of lease agreement of 30 years for 4 title deed (time condition) | | | | | | | | | | | | | | |
| Details of land lease | | | | | | | | | | | | | | | |
| Lessor | Chiaocharn Property Co., Ltd. | | | | | | | | | | | | | | |
| Lessee | Prospect Development Company Limited | | | | | | | | | | | | | | |
| Lease land size | Approximately 41-2-28.9 Rais | | | | | | | | | | | | | | |
| Lease period | 30 years (starting on 16 May 2020 - ending on 15 May 2050) | | | | | | | | | | | | | | |
| Remaining rental period | Approximately 25 years 5 months 15 days | | | | | | | | | | | | | | |
| Rental per contract | <table><tr><th>Period</th><th>Rental rate (THB/Year)</th></tr><tr><td>16 May 2020 - 15 May 2025</td><td>5,238,103.50</td></tr><tr><td>16 May 2025 - 15 May 2030</td><td>5,761,913.85</td></tr><tr><td>16 May 2030 - 15 May 2035</td><td>6,338,105.24</td></tr><tr><td>16 May 2035 - 15 May 2040</td><td>6,971,915.76</td></tr><tr><td>16 May 2040 - 15 May 2045</td><td>7,669,107.33</td></tr><tr><td>16 May 2045 - 15 May 2050</td><td>8,436,018.07</td></tr></table> | Period | Rental rate (THB/Year) | 16 May 2020 - 15 May 2025 | 5,238,103.50 | 16 May 2025 - 15 May 2030 | 5,761,913.85 | 16 May 2030 - 15 May 2035 | 6,338,105.24 | 16 May 2035 - 15 May 2040 | 6,971,915.76 | 16 May 2040 - 15 May 2045 | 7,669,107.33 | 16 May 2045 - 15 May 2050 | 8,436,018.07 |
| | Period | Rental rate (THB/Year) | | | | | | | | | | | | | |
| | 16 May 2020 - 15 May 2025 | 5,238,103.50 | | | | | | | | | | | | | |
| | 16 May 2025 - 15 May 2030 | 5,761,913.85 | | | | | | | | | | | | | |
| | 16 May 2030 - 15 May 2035 | 6,338,105.24 | | | | | | | | | | | | | |
| | 16 May 2035 - 15 May 2040 | 6,971,915.76 | | | | | | | | | | | | | |
| | 16 May 2040 - 15 May 2045 | 7,669,107.33 | | | | | | | | | | | | | |
| 16 May 2045 - 15 May 2050 | 8,436,018.07 | | | | | | | | | | | | | | |
| Term and other conditions | <ul style="list-style-type: none">Land rental compensation 49,886,700 Baht.Pay the annual rent within 31 May of each calendar year until the end of the rental period.The lessor agrees to the lessee to sub-lease all leased land or part of land but not exceed the rental period under lease contractThe tenant pays the land tax and any other constructions tax on land lease area. | | | | | | | | | | | | | | |

| | |
|---|--|
| | <ul style="list-style-type: none"> Upon the expiration of this lease agreement, Ownership of buildings on the leased land shall become the property of the lessor. |
| City planning requirements and related laws | <p><u>City Planning Requirements</u></p> <p>Appraised property located in the area that the land use is defined according to the ministerial regulations to enforce the Samut Prakan Comprehensive Town Plan 2013, which defines it as an industrial land and warehouse (Purple Area / Area No. District 1 - 7)</p> <p><u>Building control law</u></p> <p>Appraised property located in the administrative area of the municipal office, Bang Sao Thong Subdistrict, where the request for permission to construct, modify, demolish the building must ask for permission from the relevant authorities.</p> |
| Current use | The condition of the appraised property It is utilized as a factory building and a warehouse for rent. |
| Valuation date | 1 December 2022 |
| Leasehold value | <p>THB 390,600,000</p> <p>(Remaining period 27 year 5 months 15 days, one-time payment on rental registration date)</p> |

2.2 Summary of Draft of Appraisal Report for Bangkok Free Trade Zone 3 Project (BFTZ 3)

| | |
|-------------------|--|
| Appraiser | 15 Business Advisory Company Limited |
| Property Type | Sublease rights to Land and Leasehold right to Building total 7 building (12 unit) |
| Client | Prospect REIT Management Company Limited as the REIT Manager of Prospect Real Estate and Leasehold Real Estate Investment Trust Logistics and Industrial |
| Valuation Purpose | Express the Leasehold Value and Public Propose |
| Assets's detail | <p>The appraised assets are land and factory buildings and warehouses consisting of</p> <ul style="list-style-type: none"> Land, total land area according to the title document is approximately 95-2-07.2 rai (95.518 rai) and the estimated land area is approximately 53-3-91.2 rai (57.978 rai). Buildings, 6 buildings, a total of 23 units, with a total rental area of approximately 49,133 square meters. |
| Location | Bangkok Free Trade Zone (BFTZ 3), Khlong Song Nam Suvarnabhumi Road Bang Pla Subdistrict, Bang Phli District, Samut Prakarn Province. |
| GPS | LAT 13°35'03"N, LONG 100°46'04"E |
| Entrance - Exit | The appraised assets can enter and exit with the following details: |

| | |
|---|--|
| | <ul style="list-style-type: none"> • Khlong Song Nam Suvarnabhumi Road which is the location of the Bangkok Free Trade Zone 3 project is a public utility. • Roads in the Bangkok Free Trade Zone 3 project are private roads. to be used as the entrance - exit of the sub plots of the project |
| Utilities | Electricity, water, telephone and sewer |
| Ownership document | Consisting of 35 land title deeds |
| Land ownership | Prospect Development Company Limited |
| Building ownership | Prospect Development Company Limited |
| Registered obligations | Mortgage as collateral with Siam Commercial Bank Public Company Limited. |
| Ownership | Freehold |
| City planning requirements and related laws | <p><u>City Planning Requirements</u></p> <p>Appraised property located in the area that the land use is defined according to the ministerial regulations to enforce the Samut Prakan Comprehensive Town Plan 2013, which defines it as an industrial land and warehouse (Purple Area / Area No. District 1 - 8)</p> <p><u>Building control law</u></p> <p>Appraised property located in the administrative area of the municipal office, Bang Pla Subdistrict, where the request for permission to construct, modify, demolish the building must ask for permission from the relevant authorities.</p> <p>As of the property appraisal date, there are regulations and building control laws related to assets, such as ministerial regulations specifying areas forbidden to build, modify or change types of buildings in some type and areas in Bang Bo District, Phra Pradaeng District, Bang Phli District, Mueang Samut Prakan District Phra Samut Chedi District and Bang Sao Thong Sub-district, Bang Phli District, Samut Prakan Province, 2004</p> |
| Current use | The condition of the appraised property It is utilized as a warehouse for rent. |
| Valuation date | 1 December 2022 |
| Market value | THB 1,356,500,000 |