



Key Summary of the Proposed Amendments to the Agreements in relation to the Fund¹

Conditions under the Original Agreements	Proposed Amendments
1. Main Lease Agreement	
<p>1.1. The term of the lease of the main lease OFCs shall terminate on the expiration of TTTBB's Type 3 telecommunications license, which is January 29, 2032.</p> <p>If TTTBB's service income from broadband internet (FTTX and xDSL) in 2030 is no less than THB 40,000,000,000 and all relevant licences held by TTTBB are renewed and all approvals necessary for the extension of the term of the Main Lease Agreement have been obtained, the Fund has an option to extend the term of the Main Lease Agreement for another 10 years from the expiry date of the Main Lease Agreement (i.e. 29 January 2032).</p>	<p>To extend the term of the Main Lease Agreement until December 31, 2038 and fix the rental fee as follows:</p> <p>(1) for the period until 31 December 2023, at the rate of THB 454.91 per core kilometre per month (VAT excluded);</p> <p>(2) for the period from 1 January 2024 until 29 January 2032, the base rental shall be adjusted once a year on 1 January according to the consumer price index (CPI) published by the Ministry of Commerce; however, the fee will increase by no more than 3% (but no less than 0%) per annum each year;</p>

¹ This table only sets out the key summary of the amendments to the transaction documents and does not aim to specify any non-material or consequential amendments required as a result of the amendments to the material amendments, including the amendments to the Amended and Restated Assignment of Network Services Agreement.



(Translation)

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Conditions under the Original Agreements	Proposed Amendments
<p>The rental fee for such extended 10-year period will start at THB 433.21 per core kilometre per month (VAT excluded) (which equals to the rental fee under the Main Lease Agreement in 2019) and will be adjusted once a year on 1 January according to the consumer price index (CPI) published by the Ministry of Commerce; however, the fee will increase by no more than 3% (but no less than 0%) per annum each year.</p>	<p>(3) for the period from 30 January 2032 until 31 December 2032, at the rate of THB 402.37 per core kilometre per month (VAT excluded); and</p> <p>(4) for the period from 1 January 2033 until 31 December 2038, the rental fee shall be adjusted once a year on 1 January according to the consumer price index (CPI) published by the Ministry of Commerce; however, the fee will increase by no more than 3% (but no less than 0%) per annum each year.</p> <p>In this regard, this amendment to the agreement does not deprive the Fund of the right to renew the Amended and Restated Main Lease Agreement for another 10 years, after January 29, 2032, if the revenue from broadband internet as to the service fee for FTTX and xDSL of TTTBB in 2030 according to the consolidated financial statements of TTTBB is not less than THB 40,000,000,000 and all relevant licences held by TTTBB are renewed and all approvals necessary for the extension of the term of the Main Lease Agreement have been obtained according to the original terms of the Amended and Restated Main Lease Agreement. If the Fund exercises the renewal right and enters into a new lease</p>



(Translation)

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Conditions under the Original Agreements	Proposed Amendments
	agreement with TTTBB, it shall be deemed that the agreement in the letter of JAS in relation to the lease renewal is terminated.
<p>1.2. TTTBB may change or switch any main lease OFCs with any second lease OFCs under the conditions prescribed under the Main Lease Agreement. For example, such changes or switching shall not cause any damage to the optical fiber cables and the ratio of the main lease OFCs and the second lease OFCs must be in accordance with the Main Lease Agreement.</p>	<p>To remove in its entirety as a result of the proposed termination of the Rental Assurance Agreement.</p>
<p>1.3. TTTBB shall be responsible for any relocation expenses in relation to the grounding of any of the optical fiber cables and the sub-duct rentals of (i) the initial main lease optical fiber cables (in which the Fund has invested upon the establishment of the Fund) which is in excess of 80% of the estimated relocation expense as agreed between parties since the initial public offering of the investment units in 2015 (and are not parts for which TTTBB is responsible under the Amended and Restated Rental Assurance Agreement); and (ii) any</p>	<p>TTTBB shall be responsible for any relocation expenses in relation to the grounding of any of the optical fiber cables and the sub-duct rentals of (i) the initial main lease optical fiber cables (in which the Fund has invested upon the establishment of the Fund) and the additional main lease optical fiber cables (in which the Fund has invested upon its capital increase in 2019) until the expiry date on which the Main Lease Agreement has been</p>



(Translation)

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Conditions under the Original Agreements	Proposed Amendments
<p>additional main lease optical fiber cables (in which the Fund has invested upon its capital increase in 2019), in full, until the expiry date of the Main Lease Assurance Agreement (i.e. 29 January 2032).</p>	<p>extended (i.e. 31 December 2038) which is in excess of the fixed amount of THB 50,530,841.19 per year that is responsible by the Fund.</p>
<p>2. Rental Assurance Agreement</p>	
<p>2.1 The purpose of the Rental Assurance Agreement is to give an opportunity to the Fund, as the owner of the second lease OFCs, to lease the second lease OFCs to third party lessees, either in whole or in part, which is in line with the NBTC's policy to promote the shared use of the telecommunications infrastructure.</p> <p>During the period in which there are no third party lessees leasing the second lease OFCs from the Fund, TTTBB agrees to lease such second lease OFCs and make rental payments for such second lease OFCs to the Fund in order to guarantee the Fund's rental revenue throughout the term of the Rental Assurance Agreement.</p>	<p>To terminate the Rental Assurance Agreement, resulting in the Fund no longer receiving any rental payments under the Rental Assurance Agreement.</p>



(Translation)

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Conditions under the Original Agreements	Proposed Amendments
<p>2.2 TTTBB is responsible for any relocation expenses in relation to the grounding of, and the rentals of subduct of, (i) any initial second lease OFCs (in which the Fund has invested upon the establishment of the Fund) which is in excess of 20% of the estimated relocation expense as agreed between parties since the initial public offering of the investment units in 2015 and (ii) the additional second lease OFCs (in which the Fund has invested upon its capital increase in 2019), in full, until the expiry date of the Rental Assurance Agreement.</p>	<p>To terminate the Rental Assurance Agreement, resulting in TTTBB not having to be responsible for any expenses in relation to the grounding and the rentals of subduct of any OFCs under the Rental Assurance Agreement because such OFCs will be returned to the Fund for benefits seeking.</p>
<p>3. Marketing Service Agreement</p>	
<p>The Fund cannot lease the OFCs to any person who has not obtained the relevant license from the NBTC; therefore, the Fund needs to appoint a holder of telecommunications license to procure the lessees for the Fund. The Marketing Service Agreement is entered into for the purpose of appointing TTTBB to</p>	<p>To terminate the Marketing Service Agreement due to the termination of the Rental Assurance Agreement.</p>



(Translation)

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Conditions under the Original Agreements	Proposed Amendments
procure third party lessees in respect of the second lease OFCs, in whole or in part, with the commission fee as specified in the agreement.	
4. OFCs Maintenance Agreement	
The Fund appoints TTTBB to be responsible for maintenance of the OFCs for a term equivalent to the term of the Main Lease Agreement and the Fund agrees to pay the service fee to TTTBB at the rate as specified in the agreement.	To extend the term of the OFCs Maintenance Agreement to correspond to the term of the Main Lease Agreement which would be extended until December 31, 2038 with the service fee at the rate as specified in the agreement.