

**Summary of Trust Deed of
Future City Leasehold Real Estate Investment Trust (the “REIT” or “FUTURERT”)**

Parties	BBL Asset Management Company Limited (the “Settlor” or the “REIT Manager”) and Krungthai Asset Management Public Company Limited (the “Trustee”)
Description of the REIT and Management Mechanism	<p>FUTURERT is a trust under the Trust for Transactions in the Capital Market Act B.E. 2550 (2007) (the “Trust Act”) which was converted from Future Park Leasehold Property Fund: FUTUREPF (“FUTUREPF”). FUTURERT is, thus, established by the operation of Trust Deed. In this regard, the establishment of FUTURERT shall have full force and effect upon the Settlor’s creating rights and duties in the assets for the Trustee by entering into an agreement under which the Settlor is committed to procure that FUTURERT acquires all assets and liabilities of FUTUREPF which has been converted in exchange for FUTUREPF to acquire the newly issued trust units of FUTURERT.</p> <p>FUTURERT does not have a status of a juristic person, but is a pool of assets under the name and management of the Trustee.</p> <p>The management of FUTURERT shall be performed by the Trustee and the REIT Manager delegated by the Trustee under Trust Deed, which their scope of authorities, duties and responsibilities are stated in Trustee and REIT Manager’s authorities and duties part in Trust Deed and REIT Manager Appointment Agreement, including its amendment.</p>
Investment Policy	<p>FUTURERT focuses on investment in immovable properties and leasehold rights of immovable properties of high quality, mainly situated within Future City Project, including but not limited to, shopping center project such as Future Park Rangsit Project building as the main assets of the REIT. FUTURERT place emphasis on the generation of benefits in the form of income from rental and service fees, or any other income of a similar nature with the purpose to generate continuous return to the unitholders in the long term. FUTURERT also intends to make additional investment in the assets in order to achieve the continuous growth of its income base as well as to invest in other properties and/or securities and/or to seek other benefits by any other means in accordance with securities law and/or any other relevant laws.</p>
Trust Asset	<p>Initial asset of FUTURERT is the agreement between the Settlor and Trustee (the agreement creating rights in the assets for the Trustee), which the Settlor has created rights in the assets for the Trustee by binding themselves to procure FUTURERT to</p>

	<p>acquire the assets of FUTUREPF which has been converted in exchange for FUTUREPF to acquire the newly-issued trust units of FUTURERT.</p> <p>Furthermore, assets to be given to FUTURERT shall include other assets that FUTURERT further acquires under the provisions of Trust Deed, including relevant rules and regulations of the Securities and Exchange Commission (“SEC”).</p>
Trust Unitholders	<ol style="list-style-type: none"> 1. Being a unitholder does not give rise to a juristic relationship in terms of principal and agent between the unitholder and the Trustee, nor juristic relationship in terms of a partnership or other means between Trustee and the unitholders, and among the unitholders. 2. Being a unitholder does not cause such unitholder to be liable if the assets of FUTURERT are insufficient for repayment of the debt to the Trustee, the REIT Manager, or the creditors of FUTURERT. In this regard, the Trustee, the REIT Manager, and the creditors of FUTURERT have the right to claim only from the assets of FUTURERT. A unitholder shall not be held liable to the REIT Manager or the Trustee in respect of payment of other monies to FUTURERT after having paid the price of the trust unit in full, and the unitholder shall not bear any other additional liability for the trust unit he/she/it held. 3. A unitholder shall be entitled to claim from FUTURERT for a distribution of returns in an amount of not exceeding the income after deducting any expenses and reserves as permissible by the law and entitled to claim the returns on capital in the amount of not exceeding the capital amount adjusted by the excess or the under-value of the trust units. 4. Being a unitholder does in no way grant him/her/it the sole and exclusive ownership of or a right of claim over the assets of FUTURERT, whether in whole or in part. A unitholder does not have the right to demand that the assets of FUTURERT be transferred to him/her/it. The unitholder is entitled to recover the assets of FUTURERT from third persons in the case that the management of FUTURERT by the Trustee and/or the REIT Manager does/do not comply with Trust Deed or the Trust Act which results in the disposal of the assets FUTURERT to such third persons, in accordance with the provisions of the Trust Act. 5. A unitholder shall be entitled to vote at unitholders’ meetings, including asking questions and providing any comments concerning the management of Trustee and REIT Manager if it is in accordance with the criteria specified in the relevant laws and Trust Deed. Nevertheless, the unitholder has no right to interfere day-

	<p>to-day operations of the REIT Manager and Trustee, which shall be the authority and discretion of the REIT Manager and Trustee (as the case may be).</p> <p>6. A unitholder shall be entitled to receive the distribution from FUTURERT, in accordance with the criteria prescribed in Trust Deed.</p> <p>7. A unitholder shall have the right to vote for amending Trust Deed, in accordance with the criteria prescribed in Trust Deed.</p> <p>8. The unitholder shall be entitled to receive the returns on capital upon the dissolution or decrease of capital of FUTURERTF.</p> <p>9. A unitholder shall be entitled to transfer the trust units, subject to the criteria specified in Trust Deed and Securities and Exchange Law.</p> <p>10. Other benefits, for example, a unitholder is entitled to pledge the trust units under the law, by complying with the criteria and procedures specified by the Trustee and/or the trust unit registrar, and is entitled to vote on resolutions concerning the management of FUTURERT.</p>
<p>Acquisition and Disposal of the Main Assets</p>	<p><u>Acquisition of the Main Assets</u></p> <p>The investment in the main assets shall be in accordance with the following criteria:</p> <p>(1) FUTURERT is entitled to invested in the main assets located in both Thailand and abroad.</p> <p>(2) FUTURERT shall invest in immovable properties in order to acquire the ownership or possession, whereby the acquisition of possession shall be in accordance with one of the following cases:</p> <p>(a) Acquisition of immovable properties for which certificates of utilization (Nor.Sor.3 Kor.) have been issued;</p> <p>(b) Acquisition of the leasehold rights of immovable properties for which documents of title or possession in the category of Nor.Sor.3 Kor. have been issued.</p> <p>(3) The acquired immovable properties shall not be subject to any enforcement of property rights or any dispute unless the REIT Manager and the Trustee, after consideration, have expressed their opinions in writing that such enforcement or dispute does not materially affect the seeking of benefits from such immovable</p>

properties, and the conditions for acquiring such immovable properties are beneficial to the unitholders as a whole;

- (4) The contract for the acquisition of the immovable properties invested by FUTURERT shall not contain any agreement or commitment which may render FUTURERT inability to dispose of the immovable properties at a fair value (at the time of disposal), for instance, the agreement granting the right of first refusal of the immovable property of FUTURERT with a pre-fixed price, etc., or which may impose undue obligations on FUTURERT other than those an ordinary lessee should bear at the end of the lease;
- (5) The acquired immovable properties shall be ready to be used for seeking of benefits with the aggregate value of no less than 75 percent of the total value of the trust units offered for sale, including the amount of loan (if any). In this regard, FUTURERT may invest in a project under construction, provided that, the investment value for the acquisition and completion of the development project shall not exceed 10 percent of the total asset value of FUTURERT (after the offering for sale of the trust units), and FUTURERT must be able to demonstrate that it has sufficient working capital to pay the cost of the development project without affecting the going concern issue of FUTURERT;
- (6) The immovable properties intended for investment by FUTURERT shall be required to conducted a fully appraisal with the verification of the documents of title, and for the purposes of public use for disclosure to investors, within 6 (six) months before the date of the filing of Application. Such appraisal shall be performed by at least 2 (two) appraisal companies considered appropriate by the REIT Manager and the financial advisor who shall mutually prepare the Application (if any) who will be able to conduct reliable and satisfactory appraisals to reflect the true value of the assets. The appraisal companies shall demonstrate the following:
 - (a) The appraisal companies must have been approved by the SEC Office.
 - (b) If the immovable properties to be invested in are located abroad, the appraisal companies to perform the appraisal on such immovable properties can be those whose names are in the approved list to conduct an appraisal of the government or regulatory authorities of the country where such immovable properties are located, or qualified under criteria of Trust Deed.

- (7) The acquired immovable properties shall have an aggregate value of not less than THB 500 million, and in the case where the amount of funds raised from the offering for sale of the trust units is less than the value of the immovable properties to be invested in, the Settlor must be able to demonstrate that there are other sufficient sources of funds to support the acquisition of such immovable properties.
- (8) In the case of investment for the acquisition of the leasehold rights that demonstrate the nature of sub-leasing of immovable properties or buildings for which the lessor does not have an ownership under title deed or possession under certificates of utilization, the REIT Manager shall put in place measures for risk mitigation or remedy of damage which may occur to FUTURERT due to the breach of the lease agreement or the failure to exercise the rights under the lease agreement. The REIT Manager shall disclose the risks to the unitholders, by stating in the Registration Statement of an Offer for Sale of Trust Unit regarding the impact which may cause to the operation of FUTURERT if the owner under the title deed or possessor under certificates of utilization terminates the contract.
- (9) The indirect investment, being the investment in the main assets of FUTURERT through having shareholdings in a company or trust established for the purposes of an operation similar to that of FUTURERT, in accordance with the Notification of the Capital Market Supervisory Board No. TorJor. 49/2555 where such investment shall be made in accordance with the criteria under Trust Deed.
- (10) Prior to the acquisition of each main asset, the REIT Manager shall conduct a due diligence on the information and agreements relating to the main assets and equipment (if any) as stated in Trust Deed. The acquisition of additional main assets shall have the essence of the transaction, the approval system, and the approval procedure from the Trustee or the resolution of the unitholders as specified in Trust Deed.

Disposition of the Main assets

1. Prior to the disposition of main assets, the REIT Manager shall conduct the appraisal of main assets as stipulated in Trust Deed.
2. The disposition of main assets shall be in accordance with the following criteria:
 - (a) The disposition of main assets shall be conducted publicly and shall have the essence of the transaction, the approval system, and the approval

	<p>procedure from the Trustee or the resolution of the unitholders as specified in Trust Deed regarding the acquisition of additional main assets.</p> <p>(b) The disposition of main assets in the following cases, in addition to being in accordance with the requirements set forth in clause (a), it must also be for a justifiable and reasonable purpose which shall be approved by the board of directors of the REIT Manger.</p> <ul style="list-style-type: none"> - The disposal of main assets prior to 1 (one) year from the date that FUTURERT acquired such main assets. - The disposal of main assets that TRUST acquired ownership from the former owner.
Acquisition of Other Assets	FUTURERT may acquire other assets other than main assets, by investing in other assets that FUTURERT is permitted to invest or permitted to hold, in accordance with the criteria set forth in Trust Deed.
Benefit Procurement	<ol style="list-style-type: none"> 1. FUTURERT may procure benefits from the main assets by means of leasing out, sub-leasing out, granting the use of, or providing services in a similar nature of leasing out of immovable properties, as well as providing related services. FUTURERT is prohibited from undertaking any act which constitutes the use of FUTURERT to operate any other business that FUTURERT itself is unable to undertake directly, such as a hotel business or a hospital business, unless it is a necessary case of FUTURERT resulted by changing of the lessee of immovable property or seeking a new lessee of immovable property. In such case, FUTURERT may temporarily undertake any act which constitutes the use of FUTURERT to operate such any other business. 2. In the case that FUTURERT lease out the immovable property to any person who will use such immovable property in a business operation that FUTURERT itself is unable to undertake, such as a hotel business or a hospital business, etc., a portion of the rental fee must be fixed in advance, and may determine the rental fee based on the operating results of the lessee and/or the sub-lessees. Such arrangement shall be disclosed in Registration Statement and Prospectus, Annual Information Form and Annual Report of FUTURERT. 3. FUTURERT shall not lease out and/or sub-lease out any immovable property to any person who is reasonable suspicion that such person shall use that

	<p>immovable property in any business operation which is against good morals or is unlawful. In each lease out and/or sub-lease out of immovable property, there must be a provision that enables FUTURERT to terminate the agreement should the lessee and/or the sub-lessee use such immovable property for such business.</p>
<p>Loan Obtaining and Creating of Encumbrance of REIT</p>	<p>FUTURERT may obtain loans only for the following objectives:</p> <ol style="list-style-type: none"> (1) To invest in additional immovable properties and/or leasehold rights and/or sub-leasehold rights which is the main assets or tools (if any); (2) To invest in other assets as prescribed and notified by the Office of the SEC, the SEC and/or the Capital Market Supervisory Board; (3) To undertake the management of FUTURERT and the assets of FUTURERT; (4) To manage, maintain, make improvement or repair of the assets of FUTURERT, or the immovable properties in which FUTURERT has the leasehold rights, sub-leasehold rights or possession to ensure that they are in a good and serviceable condition for generating income or in line with changing market conditions or demand as well as to improve the image of the assets; (5) To make improvement, repair, or replacement of moveable properties or equipment related to the immovable properties of FUTURERT, or the immovable properties in which FUTURERT has the leasehold rights, sub-leasehold rights or possession to ensure that they are in a good and serviceable condition for generating income; (6) To make addition to, or cause additional construction on the buildings located on the existing land which are invested in by FUTURERT, or which FUTURERT has the leasehold rights or possession for benefit procurement of FUTURERT or to be in line with changing market conditions or demand; (7) To use as working capital of FUTURERT; (8) To make repayment of the loans or encumbrances of FUTURERT; (9) To restructure loans for repayment of existing loans or encumbrances (Refinance); (10) To restructure the capital structure of FUTURERT; (11) To prevent currency exchange risks and/or interest rate risks due to obtaining loans or issuing debt instruments; (12) To use as expenses for the conversion of FUTUREPF into FUTURERT;

(13) Any other objectives the REIT Manager deems appropriate for the management of FUTURERT and for the benefit of trust unitholders.

In obtaining loans, the REIT Manager will take into consideration the interests of FUTURERT and the unitholders. If FUTURERT invests in the leasehold rights and/or sub-leasehold rights of immovable properties or movable properties, or the obtaining of loans for the objectives specified in (4), (5) or (6) above, the REIT Manager must consider the remaining lease term under the lease agreement.

FUTURERT may obtain loans or create any encumbrances over the assets of FUTURERT, by any one or more methods at any given time, including issuing instruments, debentures, bills or entering into any form of contract of which the true essence or subject matter constitutes obtaining the loans.

FUTURERT may not obtain loans in the following cases:

1. The terms and conditions are similar to those of perpetual bonds;
2. The terms and conditions are described as structured notes, with the exception as follows (1) The bond allows the debtor to make debt repayment before the date of maturity (callable), or allows FUTURERT to demand the debtor to make debt repayment before the date of maturity (puttable); (2) The interest rate or rate of return are either fixed or variable based on the interest rates of financial institutions or other interest rates; (3) No provision on paying additional interest or giving additional returns based on other underlying factors.
3. The terms and conditions are described as securitization.

In the case of borrowing by FUTURERT, the indebtedness amount shall not exceed any of the following proportions, with the exception where the indebtedness amount which is greater than the specified proportion is not due to additional borrowing:

1. 35 (thirty-five) percent of the total asset value of FUTURERT (if the indebtedness amount is later greater than the specified proportion which is not caused by additional borrowing, the REIT Manager may maintain such indebtedness proportion but shall not engage in additional borrowing unless the indebtedness

	<p>proportion is reduced to less than 35 (thirty-five) percent of total asset value of FUTURERT);</p> <p>2. 60 (sixty) percent of the total asset value of FUTURERT if the most recent credit rating of FUTURERT is deemed to be at the Investment Grade rated by a credit rating agency approved by the SEC Office within a period of 1 (one) year before the date of the borrowing. (If the indebtedness amount is later greater than the specified proportion but does not caused by additional borrowing, the REIT Manager may maintain such indebtedness proportion, but shall not engage in additional borrowing unless the indebtedness proportion is reduced to less than 60 (sixty) percent of total asset value of FUTURERT);</p> <p>In the event that FUTURERT's credit rating is downgraded from Investment Grade to Non-Investment Grade which reduces the borrowing capacity from 60 (sixty) percent of the total asset value of FUTURERT to 35 (thirty-five) percent of the total asset value of FUTURERT, the REIT Manager may continue to maintain the indebtedness proportion but shall not engage in additional borrowing unless the indebtedness proportion is reduced to less than 35 (thirty-five) percent of total asset value of FUTURERT or until the credit rating of FUTURERT would be upgraded to be at Investment Grade.</p> <p>Borrowing shall also mean an issuance of instrument or securities, or an entering into any forms of contract with a purpose or substance qualified as borrowing.</p>
<p>Entering into Transactions between FUTURERT and the REIT Manager and Connected Persons of the REIT Manager</p>	<p>1. In terms of the essence of the transaction, it shall be the transaction with the characteristics as stipulated in Trust Deed.</p> <p>2. In terms of approval system, the transaction between FUTURERT and the REIT Manager or connected persons of the REIT Manager other than those clearly stated in the Registration Statement for an Offer for Sale of Trust Unit and the Prospectus, shall proceed for the approval as follows:</p> <p>(1) To seek approval from the Trustee that such transaction is in accordance with this Trust Deed and relevant laws;</p> <p>(2) In case of the transaction exceeding THB 1,000,000 (one million) or from 0.03 (zero point zero three) percent of the net asset value of FUTURERT or more, whichever sum is higher, requires the approval of the Board of Directors of the REIT Manager;</p>

	<p>(3) In case of the transaction from THB 20,000,000 (twenty million) or exceeding 3 (three) percent of the net asset value of FUTURERT, whichever sum is higher, requires the approval of unitholders with the voting right of not less than 3/4 (threequarters) of the total voting right of the unitholders attending the meeting and are entitled to vote.</p> <p>In case the transaction under this Clause is an acquisition or disposal of the main assets, the calculation of the value shall be calculated from the value of the acquisition or disposal of all assets from each project enabling such project to be available for generating income, including the assets relating to such project.</p> <p>3. The transactions between FUTURERT and the REIT Manager or connected persons of the REIT Manager, apart from clearly disclosed in the Registration Statement for an Offer for Sale of Trust Unit and the Prospectus, the approval procedures from the Trustee or from the unitholders' meeting shall be in accordance with Trust Deed. In case of an approval from unitholders' meeting under the Trust Deed, the meeting notice of such unitholders' meeting must provide the opinion of the independent financial advisor approved by Trustee to support the unitholders' meeting approval.</p>
<p>Entering into Conflict of Interest Transaction between FUTURERT and Trustee</p>	<p>1. In managing FUTURERT, the Trustee shall not conduct any acts in conflict of the interest of FUTURERT whether or not such acts are for the interest of the Trustee itself or other person, save in the case of demanding the consideration for being the Trustee or in the case the Trustee is able to demonstrate that the Trustee has fairly managed FUTURERT and has sufficiently disclosed relevant information to the beneficiary, which the unitholder knowing of such information does not object. The disclosure of the information and the said objection shall be in accordance with the criteria prescribed by the SEC Office.</p> <p>2. The disclosure of the information in the following manners prior to the entering into FUTURERT conflict of interest transaction is deemed sufficient disclosure to the unitholders or the investors:</p> <p>(1) The disclosure through the Stock Exchange of Thailand ("SET") in accordance with the SET regulations relating to such matter or the disclosure through other channels that unitholders are thoroughly entitled to access the information of entering into transaction;</p> <p>(2) Have the reasonable period of disclosure which shall not be less than 14 (fourteen) days;</p>

	<p>(3) Clearly disclose the channel, method and period for objection which shall not be less than 14 (fourteen) days, save in the case of the circumstance where unitholders' resolution is provided, the objection shall be conducted in such unitholders' resolution.</p> <p>3. In case unitholders clearly object in accordance with the method disclosed above for more than 1/4 (one-fourths) of the total trust units sold, the Trustee is prohibited from conduct or consent to entering into the transaction in conflict of the interest of FUTURERT.</p>
<p>Disclosure of Information of FUTURERT</p>	<p>The REIT Manager shall have the duties and responsibilities in preparing and disclosing of FUTURERT's information to the SEC Office, SET, the Trustee and unitholders, as well as to deliver FUTURERT annual report together with the annual general meeting notice to the unitholders within 4 months after the fiscal year of FUTURERT.</p> <p>The disclosure of FUTURERT's information shall be in accordance with the Notification No. TorJor. 20/2561, including other relevant laws and notifications.</p>
<p>Distribution of Returns to Unitholders</p>	<p>The REIT Manager shall make at least 2 distributions of returns to the unitholders at the rate of 90 percent of the adjusted net income of the fiscal year. The distributions of returns to be paid to the unitholders can be divided as Year-End Distribution and Interim Distribution (if any). The adjusted net income under this Clause is the net income which was divided by matters as listed in Trust Deed.</p>
<p>Obtaining Resolution and Unitholders' Meetings</p>	<p>1. The unitholders' resolution for approving in any matters relating to the management and operation of a FUTURERT as specified in Trust Deed and the Trust Act shall be made by convening of unitholders meeting or by any other methods as prescribed by SEC Office.</p> <p>2. Causes for requesting unitholders' resolution are as follows:</p> <ul style="list-style-type: none"> (a) An acquisition or disposal of main assets with total transaction size of at least 30 (thirty) percent of total asset value of FUTURERT; (b) A paid-up capital increase or reduction that is not pre-specified in Trust Deed; (c) An increase in capital through General Mandate; (d) In case of entering into transactions with the REIT Manager or connected persons of the REIT Manager with total transaction size of at least THB

	<p>20,000,000 (twenty million), or exceeding 3 (three) percent of net asset value of FUTURERT, whichever is the greater;</p> <p>(e) A change in the distribution of return and the return of investment to the unitholders;</p> <p>(f) The different practice from its obligations in the Application, Registration Statement or the Prospectus;</p> <p>(g) A change or dismissal of the Trustee (according to the criteria regarding the change or dismissal of the Trustee as specified in Trust Deed);</p> <p>(h) A change or dismissal of the REIT Manager (according to the criteria regarding the change or dismissal of the REIT Manager as specified in Trust Deed and REIT Manager Agreement);</p> <p>(i) The amendment of Trust Deed in the matters that significantly impact the right of the unitholders;</p> <p>(j) The dissolution of FUTURERT;</p> <p>(k) Other causes which the Trustee or REIT Manager considered as necessary or appropriate to propose to the unitholders for their consideration and approval.</p> <p>In this regard, the conversion of FUTUREPF into FUTURERT and other relevant actions shall be proceeded upon the approval of the unitholders' meeting of FUTUREPF, without the approval from trust unitholders' meeting of FUTURERT.</p> <p>3. The REIT manager has a duty to call for unitholders' meeting at least when the REIT Manager considers that such matter is necessary or appropriate to be considered and approved in the unitholders' meeting, or unitholder(s) who hold an aggregate amount of not less than 10 (ten) percent of the total sold trust units request in writing for the REIT manager to call a unitholders' meeting with clear and reasonable cause for such a calling. Once the unitholder(s) request in writing for calling the unitholders' meeting, the REIT Manager shall hold a unitholders' meeting within 45 (forty-five) days as from the receiving date of such request in writing, or in the case that the Trustee considers that it is necessary or appropriate to be considered and approved in the unitholders' meeting, the REIT Manager shall hold a unitholders' meeting within 1 (one) month as from the receiving date of such request in writing from the Trustee.</p>
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	<p>4. The REIT Manager shall proceed upon the procedures and methods for calling the meeting of unitholders as specified in Trust Deed.</p> <p>5. To constitute a quorum in the unitholders' meetings, there must be at least 25 (twenty five) attendees, being unitholders or the proxies (if any); or not less than half of total number of unitholders holding an aggregate amount of not less than 1/3 (one-third) of the sold trust units.</p> <p>6. A unitholder has 1 (one) vote for each trust unit holds and a unitholder who is entitled to vote must not have special interest in the matter being considered.</p> <p>7. Unless otherwise stated in Trust Deed, the resolution of unitholders meeting shall be based on the following voting results:</p> <p>(a) An ordinary resolution may be passed by a simple majority of the votes of unitholders present and are entitled to vote.</p> <p>(b) In the following circumstances, a resolution may only be passed by not less than 3/4 (three-quarters) of all trust units held by unitholders present and entitled to vote.</p> <ul style="list-style-type: none">● An acquisition or disposal of main assets with total transaction size of at least 30 (thirty) percent of total asset value of FUTURERT;● A paid-up capital increase or reduction that is not pre-specified in Trust Deed;● An increase in capital through General Mandate;● In case of entering into transactions with the REIT Manager or connected persons of the REIT Manager with total transaction size of at least THB 20,000,000 (twenty million), or exceeding 3 (three) percent of net asset value of FUTURERT, whichever is the greater;● A change in the distribution of return and the return of investment to the unitholders;● The different practice from its obligations in the Application, Registration Statement or the Prospectus;
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	<ul style="list-style-type: none"> ● A change or dismissal of the Trustee (according to the criteria regarding the change or dismissal of the Trustee as specified in Trust Deed); ● A change or dismissal of the REIT Manager (according to the criteria regarding the change or dismissal of the REIT Manager as specified in Trust Deed and REIT Manager Agreement); ● The amendment of Trust Deed in the matters that significantly impact the right of the unitholders; ● The dissolution of FUTURERT.
Amendment of Trust Deed	<ol style="list-style-type: none"> 1. The amendment to Trust Deed shall not contradict or contrast to the objectives of the establishment of FUTURERT and the relevant laws and notifications; 2. The amendment to Trust Deed in the matter affecting the rights of unitholders shall obtain the unitholders' resolution as prescribed in Trust Deed, save for the case that it is the amendment according to the order of the SEC Office under Section 21 of the Trust Act. 3. In the case of the amendment to Trust Deed in the matter which is not affecting the rights of unitholders or it is the correction of the errors that are clearly seen, the parties is entitled to mutually agree without obtaining the unitholders' resolution. 4. The amendment to Trust Deed in case of change or amendment of laws, regulations or orders.
Dissolution of FUTURERT	<p>Upon the occurrence of the following circumstances, the Trustee shall dissolve FUTURERT:</p> <ol style="list-style-type: none"> 1. When the number of the unitholders is less than 35 (thirty five) persons; 2. When the main asset is disposed and the REIT Manager fails to procure FUTURERT to invest in the immovable properties with an aggregate value of not less than THB 500,000,000 (five hundred million) or not less than 75 (seventy five) percent of the total asset value of FUTURERT within 1 (one) year as from the date of disposing of such main asset; 3. When there is the cause for the change of the REIT Manager but the Trustee is unable to find the person possessing the appropriate qualifications to become the new REIT manager within the period prescribed by the SEC Office since the termination date of performing a duty of the previous REIT Manager, provided that

	<p>the Trustee has already used its effort in seeking the unitholders' resolution to appoint the new REIT manager but cannot appoint the new REIT manager. In such case, the Trustee shall request for the unitholders' resolution for FUTURERT dissolution;</p> <ol style="list-style-type: none">4. When there is a cause to change the Trustee but cannot appoint the new Trustee due to unavoidable reasons due to the inevitable ground, and the interested person has requested to the Court for the appointment of the new Trustee but cannot appoint, and the Court has rendered its judgement or order to dissolve FUTURERT;5. When the unitholders' meeting resolves to dissolve as prescribed in Trust Deed;6. When there is a consolidation of FUTURERT and other trust, and the relevant laws and notifications has stipulated about the dissolution of FUTURERT;7. Other causes as specified by SEC Office or SEC.
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