

Summary of Agreements which Future Park Leasehold Property Fund has entered into with Third Parties and Still Valid and Status of the Progress in Causing the Other Parties to Agree or Consent to the Change of the Contractual Party from Future Park Leasehold Property Fund to Future City Leasehold Real Estate Investment Trust

1. Summary of Agreements which FUTUREPF has entered into with Third Parties and Still Valid and Status of the Progress in Causing the Other Parties to Agree or Consent to the Change of the Contractual Party from FUTUREPF to FUTURERT

FUTUREPF has entered into Agreements related to (1) Main Assets Acquisition (2) FUTUREPF Main Assets Management and (3) Utilization of the Main Assets as follows

(1) Agreements related to the Main Assets Acquisition

In acquiring the main assets of FUTUREPF, FUTUREPF has entered into the Building Lease Agreement concerning the Future Park Rangsit Project and the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project with Rangsit Plaza Company Limited (“Rangsit Plaza”) (as the lessor and the grantor of the rights, respectively) who has the ownership over the Future Park Rangsit Project Building. Furthermore, due to the fact that the building in the Future Park Rangsit Project is located on the land owned by Pipatanasin Company Limited (“Pipatanasin”), Rangsit Plaza has entered into the Land lease Agreement with Pipatanasin with the details as follows:

No.	Agreements
1.	The Land Lease Agreement for Title Deed No. 310 and 92118 between Pipatanasin and Rangsit Plaza
1.1.	The Land Lease Agreement (dated 30 October 2006) and The Amendment of Land Lease Agreement (dated 12 June 2012)
2.	The Building Lease Agreement concerning the Future Park Rangsit Project (including the Amendments) between Rangsit Plaza and FUTUREPF
2.1.	The first period of lease (24 November 2006 to 31 December 2026)
2.1.1.	The Building Lease Agreement concerning the Future Park Rangsit Project (dated 24 November 2006)
2.1.2.	The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project (dated 22 November 2012)
2.1.3.	The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project (dated 26 December 2012)
2.1.4.	The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project dated 24 November 2006 (dated 17 December 2018)

No.	Agreements
2.2.	The <u>extended</u> lease period (1 January 2027 to 31 December 2041)
2.2.1.	The Building Lease Agreement concerning the Future Park Rangsit Project (dated 26 December 2012)
2.2.2.	The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project dated 26 December 2012 (dated 17 December 2018)
3.	The Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (including the Amendments) between Rangsit Plaza and FUTUREPF
3.1.	The <u>first period</u> of lease (24 November 2006 to 31 December 2026)
3.1.1.	The Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 24 November 2006)
3.1.2.	The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 22 November 2012)
3.1.3.	The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 26 December 2012)
3.1.4.	The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project dated 24 November 2006 (dated 17 December 2018)
3.2.	The <u>extended</u> lease period (1 January 2027 to 31 December 2041)
3.2.1.	The Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 26 December 2012)
3.2.2.	The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project dated 26 December 2012 (dated 17 December 2018)

Progress in causing the other parties to agree or consent to the change of the contractual party from FUTUREPF to FUTURERT

The important parties involved in the agreements related to the main asset acquisition have been clarified and acknowledged about the plan for transferring rights and responsibilities of FUTUREPF. Currently, Rangsit Plaza has already granted a consent to the change of the contractual party from FUTUREPF to FUTURERT under the Building Lease Agreement concerning the Future Park Rangsit Project and the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project. Rangsit Plaza is under the progress for requesting the consent from Pipatanasin for the change of the contractual party from FUTUREPF to FUTURERT under the Building

Lease Agreement concerning the Future Park Rangsit Project and the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project.

(2) FUTUREPF Main Assets Management Agreement

For the Management of the Main Assets of FUTUREPF, FUTUREPF has appointed Rangsit Plaza as the Property Manager of FUTUREPF. Additionally, during the period from 2013 to 2018, FUTUREPF has delivered some part of the leased area in the Main Assets of FUTUREPF to Rangsit Plaza and at present, FUTUREPF has fully been returned additional area and fully received the income compensation after the renovation of the Future Park Rangsit Project Building. Furthermore, FUTUREPF has entered into the agreements regarding the sharing expenses and rights to income generated from marketing activities, as detailed below:

No.	Agreements
1.	Property Manager Appointment Agreement between FUTUREPF and Rangsit Plaza (dated 24 November 2006)
2.	Amendment of Property Manager Appointment Agreement between FUTUREPF and Rangsit Plaza (dated 26 December 2012)
3.	Memorandum regarding sharing expenses and rights to income generated from marketing activities between FUTUREPF and Rangsit Plaza (dated 17 December 2018)

Progress in causing the other parties to agree or consent to the change of the contractual party from FUTUREPF to FUTURERT

Rangsit Plaza has been clarified and acknowledged about the plan for transferring rights and responsibilities of FUTUREPF. Currently, Rangsit Plaza has already granted a consent to the change of the contractual party from FUTUREPF to FUTURERT under relevant agreements related to the management of the main assets of FUTUREPF.

(3) Agreements related to the Utilization of the Main Assets.

FUTUREPF engages in procuring benefits from investing in the main assets of FUTUREPF by leasing out and granting rights to use areas to the lessees and the rights recipients for various businesses, including cinemas, fitness centers, food and beverage outlets, fashion retailers, health and beauty stores, computer and mobile phone retailers, furniture stores, educational institutions, and various service centers. The leasing and rights-to-use arrangements can be categorized below:

- 1) Anchor Tenants means stores with areas of 800 square meters and above, namely Major Cineplex and Fitness First, but excluding office lessees.
- 2) Retail Tenants means stores with areas less than 800 square meters that include various shops and service providers such as entertainment shops, food and beverage shops, fashion

goods shops, health and beauty shops, furniture shops, computer and telephone shops and other service providers.

- 3) Common areas lessees include kiosk lessees, marketing events lessees such as direct sale of products, marketing promotion events for the introduction of new products and services, ATMs, vending machines or game/ computers machines.

Progress in causing the other parties to agree or consent to the change of the contractual party from FUTUREPF to FUTURERT.

Currently, the progress of notifying the lessees about the plan for transferring rights and responsibilities of FUTUREPF and the change of the contractual party from FUTUREPF to FUTURERT is still ongoing.

2. Summary of Particulars of Agreements that FUTUREPF has entered into with other parties

(a) Summary of the Land Lease Agreement

Amendment	The Amendment of Land Lease Agreement (dated 12 June 2012)
Lessor	Pipatanasin Company Limited
Lessee	Rangsit Plaza Company Limited
Leased property	Part of the land in the Title Deed No.310 located at Bungtalaesarp sub-district (Klong Rangsit North) Thunyaburi district, Pathumthani Province with land area of 104 rais 42 square wah and Title Deed No. 92118 located at Prachathipat sub-district, Thunyaburi district, Pathumthani Province with land area of 1 rai 3 ngan 67.5 square wah.
Lease Term	From 1 January 2022 to 31 December 2041
Rights and Duties of Rangsit Plaza	<p>(1) Rangsit Plaza shall pay for the land lease payment correctly and completely.</p> <p>(2) Rangsit Plaza shall oversee, maintain and repair the buildings and constructions on the leased land to be tidy and in good condition on the expense account of Rangsit Plaza.</p> <p>(3) When this agreement is terminated, for any reason whatsoever, Rangsit Plaza shall return the leased land together with all the assets as specified in the agreement to Pipatanasin, such assets shall be in normal functional conditions (except for normal depreciation).</p> <p>(4) Rangsit Plaza Shall be responsible and perform any action to prevent Pipatanasin from being sued due to construction and operations of the Future Park Rangsit Project on the leased land and perform any other actions to prevent Pipatanasin from any damage claim due to any violation or non-</p>

	<p>compliance of the duties of Rangsit Plaza under the agreement, commitment or contract or due to negligence of Rangsit Plaza or representatives, employees and contractual parties of Rangsit Plaza.</p> <p>(5) Rangsit Plaza shall be responsible for the construction and repair expenses of the road and walk ways in the leased land.</p> <p>(6) Under the terms and conditions specified in the agreement, Rangsit Plaza shall request for a consent from Pipatanasin in writing prior to entering lease agreement, agreement or commitment or any proposal related to the buildings with more than 3 years' obligation in which the lease has to be registered and which Pipatanasin may not refuse to give the consent without reasonable cause. According to the Amendment of Land Lease Agreement, after 1 January 2027, the following text shall replace clause (6) For entering into the lease agreement for space in buildings, leasing of the equipment and decorations and service agreement for the third party or Property Fund which has a lease term between 1 January 2027 to 31 December 2041, the lessee will prepare the standard draft agreements for leasing of space in buildings, leasing of the equipment and decorations and service agreement that the lessee will entered into agreements with the third party or Property Fund ("Draft Standard Agreements") and will submit such Draft Standard Agreements to the lessor at least 90 days before entering into agreements with the third party or Property Fund for leasing space and/or providing services during the aforementioned period, which is the term of the first agreement, for the lessor to consider and approve. The lessor will notify the lessee of the decision within 45 days within the date that the lessor receives such draft standard agreement from the lessee. The lessor may not refuse to give the consent without reasonable cause.</p> <p>(7) Rangsit Plaza shall not modify, demolish or change the use of the buildings from one business purpose to another which is required for approval from authorities under related laws on buildings and construction without obtaining consent in writing from Pipatanasin.</p> <p>(8) Rangsit Plaza shall not transfer the right to request or any other right of Rangsit Plaza under the building lease agreement made between Rangsit Plaza and the third party and Property Fund, or shall not incur other obligations without obtaining consent in writing from Pipatanasin.</p> <p>(9) Rangsit Plaza shall not amend or make additions to lease agreement of the Future Park Rangsit Project Building and the Granting Rights for Area Use and</p>
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	<p>Benefit Seeking Agreement of Future Park Rangsit Project Building between Rangsit Plaza and FUTUREPF without obtaining consent in writing from Pipatanasin.</p> <p>(10) Rangsit Plaza shall prepare a list of contracts or arrangements which Rangsit Plaza has made with the third persons and Property Fund related to lease, rent of leased land and buildings, lease of equipment and decorative items and offering of service related to the leased land and buildings which the term of lease or service commences from 1 January 2027 onwards and shall submit to Pipatanasin within the time specified.</p> <p>(11) In the case that Rangsit Plaza will entered into a lease agreement for space in the buildings with lessee for a period exceeding 3 years, which requires the registration of lease during the period from 1 January 2027 to 31 December 2041 (space lease agreement), Rangsit Plaza has the right to enter into the space lease agreement without having to notify or request for approval from Pipatanasin, if the total lease space is not exceeding 91,261 square meters and clauses in the space lease agreement are not different from the standard draft agreement which has been approved. However, If Rangsit Plaza will entered into the space lease agreement that will make the total lease space exceeding 91,261 square meters (maximum leased space) or in the case that Rangsit Plaza will entered into the space lease agreement without including the aforementioned space as part of the maximum leased space, Rangsit Plaza must prior request for the approval from Pipatanasin and must provide collateral with satisfaction of Pipatanasin and/or transferring the right to receive rental fee according to the space lease agreement to Pipatanasin under the conditions stipulated in the agreement.</p>
Insurance	<p>Rangsit Plaza shall insure the buildings and constructions on the leased land including all other assets of Rangsit Plaza specified in the lease agreement, against fire and other casualties namely insurgence, all types of explosion including commercial gas, air strike and plane crash, earthquake or other natural disasters. The insurer shall be approved by Pipatanasin. Rangsit Plaza shall solely be responsible for the insurance premium with Pipatanasin as the beneficiary and shall send a copy of the policy to Pipatanasin. The amount of claim for the various insurance policies shall be equal to the replacement value of assets of Rangsit Plaza.</p>

Assets Damaged or Destroyed	<p>In the case that the buildings and other structures on the leased land are lost or damaged, in whole or in part. Rangsit Plaza shall notify to Pipatanasin whether it would be repairing the damage or build new building according to the old plan or not, within 30 days from the date the insurance company notified of the amount of claim. If Rangsit Plaza decides to repair the damage or build new building, Pipatanasin will pay the money received from the insurance claim to Rangsit Plaza in installments according to the progress of the repair or construction made by Rangsit Plaza. When Rangsit Plaza completed the repair or construction, as mutually agreed, it shall retain full rights to possess the leased land in accordance with this agreement for the remaining term of this agreement. In the case the money received from the insurance claim is insufficient for such repair or construction, Rangsit Plaza agrees to be responsible for the outstanding amount and if Rangsit Plaza decide not to repair or construct new buildings according to the old plan or other plans mutually agreed by the contractual parties, this agreement shall be deemed terminated.</p>
Transfer of Lease Rights and Sublease	<p>Rangsit Plaza shall not transfer the lease rights in this agreement to other persons unless a written consent is obtained from Pipatanasin.</p>
Causes of Default or Causes of Termination of the Agreement and the Consequences thereof	<p>Rangsit Plaza has the right to terminate this agreement when one of the following events occurs:</p> <ol style="list-style-type: none"> <li data-bbox="491 1189 1398 1581">(1) In the event that Pipatanasin has breached the agreement or has not complied with the provisions in the agreement and has not made corrective actions or comply with the provisions within the specified period, Rangsit Plaza has the right to immediately terminate the agreement. If Rangsit Plaza does not use its right to terminate the agreement, it may take corrective actions on its own or assign other persons to take such corrective actions on behalf of it. In this case, Pipatanasin agrees to be responsible for all the expenses paid by Rangsit Plaza for such actions done to Rangsit Plaza. <li data-bbox="491 1603 1398 1973">(2) In the event that the leased land and/or the construction on the leased land, in whole or in part, has been appropriated, seized or possessed, for any reason whatsoever by the government, and Rangsit Plaza had not exerted its right to terminate the agreement, Rangsit Plaza agrees to be responsible for its own expenses for the repair or renovation of the land and buildings or other constructions on the leased land to be in accordance with the objective of the land lease to be completed within reasonable period of time. In such case, both parties agree that this agreement will remain in effect for the remaining

	<p>portion of the leased land that has not been appropriated, seized or possessed as mentioned earlier. Pipatanasin and Rangsit Plaza agree to adjust the lease amount according to the portion of the land that has been appropriated, seized or possessed.</p> <p>Pipatanasin has the right to terminate this agreement when one of the following events occurs:</p> <p>(1) When Rangsit Plaza has not paid the land leasing fee or rental fee for the two consecutive period or rental fee is not been paid over 30 days from the date that Pipatanasin has issued a written warning notice to Rangsit Plaza. Rangsit Plaza also agrees that Pipatanasin may request damage payment due to such matter.</p> <p>(2) When Rangsit Plaza has breached or has not complied with that provisions in this agreement and has not taken corrective actions to amend or comply with the agreement within the specified time period. Pipatanasin may have the right to immediately terminate this agreement. If Pipatanasin does not use its right to terminate the agreement, it may take corrective actions on its own or assign other persons to take such corrective which Rangsit Plaza agrees to be responsible for all the expenses paid by Pipatanasin for such actions to Pipatanasin.</p> <p>(3) When Rangsit Plaza is declared bankrupt by the court or is under absolute receivership or when part or all of the assets of Rangsit Plaza is seized by order of court.</p>
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(b) Summary of the Building Lease Agreement concerning the Future Park Rangsit Project Dated 24 November 2006

Amendments	<p>1. The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project (dated 22 November 2012) (First Amendment - Leased area correction to 53,065.66 square meters))</p> <p>2. The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project (dated 26 December 2012) (Second Amendment - Additional 3,480.08 square meters leased since 26 December 2012)</p> <p>3. The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project (dated 17 December 2018) (Third Amendment – Delivery of the area after renovation, resulting in a total leased area of 56,822.26 square meters)</p>
Lessor	Rangsit Plaza Company Limited

Lessee	Future Park Leasehold Property Fund
Leased property	Part of the Future Park Rangsit Building No. 94 built on the Future Park Rangsit Project, which is a 5-story building (including basement) located on the Future Park Rangsit Commercial Center, Phaholyothin road, Pachathiput sub-district, Thanyaburi district, Prathumthani province, with a total area of lease of 56,822.26 square meters, including equipment attached to the leased property and the common area.
Term of Lease	From 24 November 2006 to 31 December 2026
Rights and Duties of FUTUREPF	<p>(1) FUTUREPF agrees to comply, prepare or do any actions concerning with the provisions stated in this agreement, including the rules and regulations specified by Rangsit Plaza which are regulated with all lessees, and shall oversee that the sub-lessors shall also comply with such rules and regulations.</p> <p>(2) FUTUREPF shall not construct or install any structure on the leased property and shall not modify any part of lease properties unless there are improvements of the leased property in whole or in part, so that it will be appropriated for the business of FUTUREPF. FUTUREPF shall submit the plan for such modification to the leased property and obtain a prior written consent from Rangsit Plaza.</p> <p>(3) FUTUREPF agrees to be responsible for any damage in the case of a construction or modification of the leased property which may cause damage to persons or any other building or may be against the law, rules or any other regulation.</p> <p>(4) FUTUREPF agrees to be responsible to Rangsit Plaza for any damage and expense incurred due to breach of contract, negligence, failure to conduct or any wrongdoing or performing duties incorrectly or negligently in complying with this agreement, except for cases where such dispute, lawsuit and liabilities occurred due to negligence or defective in conducting duties or failure to conduct duties or any wrongdoing by Rangsit Plaza as the lessor or the Property Manager of FUTUREPF.</p> <p>(5) FUTUREPF is responsible for maintaining, repairing, and renovating the leased property to ensure that the leased property remain in good condition or undertaking any interior decoration activities on FUTUREPF own expense.</p> <p>(6) FUTUREPF is responsible for maintaining the leased property in good condition throughout the lease period.</p> <p>(7) FUTUREPF shall be responsible for the land and property tax and local development tax related to the use of the leased property starting from the date of this agreement.</p>

	<p>(8) FUTUREPF is responsible for paying banner taxes, revenue stamp, and other expense related to this agreement.</p> <p>(9) FUTUREPF agrees to be responsible for the tax burden and other expenses related to the transfer of lease right and the sub-lease. (If any).</p>
<p>Rights and Duties of Rangsit Plaza</p>	<p>(1) Rangsit Plaza agrees to grant the rights to FUTUREPF or service users of FUTUREPF equally with the rights granted to Rangsit Plaza and other lessees for using internal and external parking areas of the Future Park Rangsit Project Building together with Rangsit Plaza and other lessees under the conditions regarding to the use of the parking area of the Future Park Rangsit Project Building as specified by Rangsit Plaza.</p> <p>(2) Rangsit Plaza agrees for FUTUREPF to seek benefit from the leased property and other areas of the Future Park Rangsit buildings, both internal and external of such buildings which are not under the lease rights or benefit seeking by the third party in the same manner as other lessees of Rangsit Plaza.</p> <p>(3) Rangsit Plaza agrees to provide service to common areas and to provide all utility services to all leased property for the full term under the lease agreement.</p> <p>(4) Rangsit Plaza agrees to immediately notify FUTUREPF in writing immediately when the fact becomes known to Rangsit Plaza any incident that significantly affects or may affect the financial position of Rangsit Plaza which will affect its ability to comply with the obligations under this agreement or will affect FUTUREPF's use of the leased property under this agreement, including the right to renew this agreement.</p> <p>(5) In the case that Rangsit Plaza develops a commercial building, office building or any shopping center on the leased land or adjacent land that Rangsit Plaza may acquire or lease in the future. When Rangsit Plaza has completely developed or the constructed, Rangsit Plaza shall propose to FUTUREPF for consideration whether FUTUREPF will lease or purchase such newly-built property. Once FUTUREPF notifies its intention to lease or purchase the property, Rangsit Plaza agrees to lease out or sell such property to FUTUREPF and not to offer for sale such property to the third party unless FUTUREPF has rejected the proposal to lease or purchase such property to Rangsit Plaza in writing.</p> <p>(6) Rangsit Plaza shall be responsible for the repair of any of the defect of the structure of the Future Park Rangsit Project Building related to the leased property with its own expense.</p>

	<p>(7) Rangsit Plaza shall perform various duties of Rangsit Plaza as specifies in the Land Lease Agreement and shall notify FUTUREPF in writing regarding to any event that may lead Rangsit Plaza to breach or default in the Land Leased Agreement, including the legal actions or proceedings related to the leased property and/or the land of the Future Park Rangsit Project by Pipatanasin or third party.</p>
<p>Insurance</p>	<p>(1) FUTUREPF shall be the insured and be the beneficiary for the Business Interruption Insurance of the leased property with its own expense.</p> <p>(2) Rangsit Plaza shall be the insured for the All Risk Insurance of the Future Park Rangsit Project Building which include leased property, and shall designated Rangsit Plaza to be the beneficiary of the insurance made for the leased property with Rangsit Plaza's own expense.</p> <p>(3) FUTUREPF and Rangsit Plaza shall provide General Public Liability Insurance for the areas related to their normal business for the full lease term, with its own expenses.</p>
<p>Leased Property Damaged or Destroyed</p>	<p>(1) In the event that part of the leased property are damaged for any reason whatsoever other than coverage event under the Leasehold Insurance, this agreement shall remain in effect for the leased property that are not damaged and are in useable conditions.</p> <p>(2) In the event that the leased property has damaged in the structure of Future Park Rangsit Project Building, in whole or in part, and FUTUREPF is unable to seek benefit in the leased property by the effect of the relevant law or unable to use more than 50% of the spaces in the Future Park Rangsit Project Building, or in any other case that is covered under the Leasehold Insurance that is provided by FUTUREPF to protect the right of FUTUREPF under this agreement ("Coverage Event under the Leasehold Insurance"). Both parties agree as follows:</p> <p>a) This agreement shall be terminated after 30 days from the date occurring Coverage Event under the Leasehold Insurance unless within such period, Rangsit Plaza confirms its intention in writing to build new leased property.</p> <p>b) In the case that Rangsit Plaza confirms its intention to build new leased property, Rangsit Plaza shall build the new leased property with its own expenses.</p> <p>c) Rangsit Plaza shall conduct the construction in accordance to the plans and obligations of Rangsit Plaza under the Land Lease Agreement and Rangsit Plaza shall construct the project to be completed within 3 years from the date</p>

	<p>of the occurring the aforementioned damage. The quality of the new properties shall not be less than that of the quality of the previous properties on the day before the damage occurred.</p> <p>(3) If the leased property are partially damaged, for any reason whatsoever other than Coverage Event under the Leasehold Insurance, which some part of such properties still can be used for operating the businesses, Rangsit Plaza shall repair the leased property to its former condition at its own expense.</p> <p>(4) If Rangsit Plaza does not repair the Future Park Rangsit Project Building within 6 months since the date that the insurance company approves the insurance claim to Rangsit Plaza. FUTUREPF has the right to manage the insurance claim received from the insurance company for the repairment of the Future Park Rangsit Project Building.</p>
<p>Transfer of Lease Rights and Sublease</p>	<p>Except Rangsit Plaza consented otherwise;</p> <p>(1) FUTUREPF shall not transfer the lease right, whether in part or in full, to any other person;</p> <p>(2) Rangsit Plaza consents FUTUREPF to bring the areas in the leased property to be sub-leased out by third party (“Tenants”), whether in whole or in part, under the terms and conditions of this agreement, for the benefit of operating the business of FUTUREPF under the lease objectives with no permission from Rangsit Plaza is required. The term of lease shall not exceed the remaining term of the lease of FUTUREPF.</p>
<p>Causes of Default or Causes of Termination of the Agreement</p>	<p>(a) In the case that FUTUREPF violates or does not comply with the provisions of this agreement or the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project, or in breach of representations and warranties given in this agreement or the abovementioned agreement, and is unable to take corrective actions within 30 days from the date of receiving the notification of such breach in writing or within any period agreed by both parties.</p> <p>(b) Rangsit Plaza is ordered by court for the absolute receivership or to be bankrupt or under liquidation process or closing of company or there is a submission for rehabilitation of Rangsit Plaza to the court or related authorities which may affect the ability to pay debt by Rangsit Plaza or comply with the provisions of this agreement.</p> <p>(c) Rangsit Plaza violates or does not comply with the provisions of this agreement or representations and warranties, or in breach of representations and warranties given in this agreement and is unable to take corrective actions within 30 days</p>

	<p>from the date of receiving the notification of the cause for such breach in writing, or within any period agreed by both parties.</p> <p>(d) When the period for the lease of leased property expires.</p> <p>(e) Both parties agree to terminate the agreement.</p> <p>(f) Termination of FUTUREPF as specified in the Fund Scheme and the Future Park Property Fund Prospectus.</p> <p>(g) Rangsit Plaza has ceased its operations, in whole or in part, resulting in FUTUREPF being unable to significantly generate income from the leased property.</p> <p>(h) The leased property are in the land expropriation zone or protected zone or land expropriation survey zone under notifications or related law on the land expropriation or other laws and a) the leased property to be expropriated has the area more than 10% of the total leased property or b) the leased property to be expropriated has the area less than 10% of the total leased property but have an effect on FUTUREPF's ability to significantly seek the benefit on the leased property as per the objectives of the lease.</p> <p>(i) If the leased properties are damaged as specified in the agreement, this agreement shall be terminated after 30 days from the date of the Coverage Event under the Leasehold Insurance. Unless within the specified period, Rangsit Plaza confirms its intention to build new lease properties and FUTUREPF has notified Rangsit Plaza in writing of its intention not to terminate this agreement.</p>
<p>Consequences of Default or Consequences of Termination of the Agreement</p>	<p>(1) In the case that event mentioned in (a) occurred and such event is not due to Rangsit Plaza's failure to comply with or non-compliance with the provisions of this agreement, Rangsit Plaza has the right to claim damages from FUTUREPF as a result of such event, which shall not be resulted in a termination of this agreement.</p> <p>(2) In the case that event mentioned in (b) occurred, FUTUREPF may terminate this agreement with prior notice from Rangsit Plaza in writing at least 30 days in advance.</p> <p>(3) In the case that event mentioned in (c) or (g) occurred and such event is not due to FUTUREPF's failure to conduct or failure to comply with the provisions under the agreement, FUTUREPF has the right to claim damages from Rangsit Plaza as a result of such event, which shall not be resulted in a termination of this agreement.</p>

- (4) In the case that event mentioned in (d), (e) or (f) occurred, it shall be regarded that this agreement is terminated. Each party may not have the right to request for damages, expenses or money or other payments from the other party unless otherwise agreed.
- (5) In the case that event mentioned in (h) occurred, it shall be regarded that this agreement is terminated when the expropriation of assets as specified in (h) is completed or after 90 days from the date that FUTUREPF notifies Rangsit Plaza in writing of its intention to terminate this agreement due to the expropriation of leased property have elapsed and the parties agree as detailed:
- a) In the case that such expropriation mentioned in (h) occurred before the expiration of lease term under this agreement, Rangsit Plaza agrees to refund rental fee in proportion to the remaining lease term to FUTUREPF within 14 days from the date the lease agreement ends.
- b) If the expropriation of the leased property occurs within the term of a new lease, Rangsit Plaza agrees to refund rental fee in proportion to the remaining new lease term to FUTUREPF within 14 days from the date the lease agreement ends.
- However, If FUTUREPF does not exercise the right to terminate the lease agreement due to the expropriation less than 10% of the total leased property, and the appropriated area is not a significant part of the essential use of the lease property that refrain FUTUREPF from seeking benefiting from of the leased property according to the objectives of the agreement, Rangsit Plaza agrees to pay to FUTUREPF rental fee in proportion of the reduced rent area by calculating on the remaining period in clause a) or b) above within 14 days from the completion of the expropriation of the leased property. Once rental fee has been paid to the lessee, such expropriation is not considered as a cause of default or termination of the lease agreement.
- (6) When this agreement expired due to the expiration of lease term or any other reason, FUTUREPF shall return all leased property at the prevailing condition.
- (7) During the period to rectify the default as mentioned in (a) and (c), if a damage occurs to the party who is not in breach of the agreement, such party has the right to claim damages from the other party who has breached this agreement or breach of representations and warranties specified in this agreement. When the other party agrees to receive the damages, it shall be regarded that cause for such cause of default has ended.

	<p>(8) In the case that FUTUREPF has exercised its right to terminate the agreement in accordance with the provisions as indicated, by notifying Rangsit Plaza in advance, FUTUREPF reserves its right to seek benefit the leased property until the agreement has expired in accordance with period specified by FUTUREPF. FUTUREPF shall be responsible for any damages, outstanding rental fee, except for the termination of agreement as mentioned in (i).</p> <p>(9) Subsequent to the termination of lease agreement prior to the term of agreement due to Rangsit Plaza 's breach of agreement, except for termination of agreement mentioned in (i), Rangsit Plaza agrees to return the rental fee to lessee in proportion with the remaining term within 15 days from the date that this agreement is terminated.</p> <p>In the case of a termination of agreement prior to the lease term specified in this lease agreement, the party that is not in breach has the right to demand damages under the law from the counterparty who is in breach.</p>
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(c) Summary of the Building Lease Agreement concerning the Future Park Rangsit Project Dated 26 December 2012

Amendment	The Amendment of the Building Lease Agreement concerning the Future Park Rangsit Project Dated 26 December 2012 (dated 17 December 2018) (Delivery of the area after renovation, resulting in a total leased area of 56,822.26 square meters)
Lessor	Rangsit Plaza Company Limited
Lessee	Future Park Leasehold Property Fund
Leased property	Part of the Future Park Rangsit Building No. 94 built on the Future Park Rangsit Project, which is a 5-story building (including basement) located on the Future Park Rangsit Commercial Center, Phaholyothin road, Pachathiput sub-district, Thanyaburi district, Prathumthani province, with a total area of lease of 56,822.26 square meters, including equipment attached to the leased property and the common area.
Term of Lease	15 years from 1 January 2027 to 31 December 2041
Right to Renewal of Lease Agreement	When Rangsit Plaza exercises the right to renew the Land Lease Agreement, Rangsit Plaza agrees to give a promise to FUTUREPF to have the right to renew the lease of leased property for a term equal to the time period that Rangsit Plaza has renewed the Land Lease Agreement, from the date that the existing agreement expires. Rangsit Plaza shall notify FUTUREPF of such Land Lease Agreement renewable.
Conditions for the Lease Renewal when	If FUTUREPF intends to exercise its right to renew the lease agreement, it shall notify Rangsit Plaza in writing within the specified time period. It shall be regarded that both

<p>the Existing Lease Expires</p>	<p>parties agree to made the new lease agreement with the same conditions as this agreement (except the rental fee rate and term of lease which shall be later agreed). Such lease shall not be more than the lease period specified the Land Lease Agreement that Rangsit Plaza has renewed.</p>
<p>Rental Fee</p>	<p>FUTUREPF agrees to pay Rangsit Plaza in the amount of 891 million (inclusive of VAT) which shall be paid in full on the day of registration of the lease under this agreement at the related Land Office and pay for the rental fee of area and equipment monthly from the year 2027 to 2041. In the year 2027 FUTUREPF agrees to pay the lease of area and equipment in the approximate amount of Baht 430 million (inclusive of VAT) and increase at the rate of 3% annually until the year 2041.</p>
<p>Rights and Duties of FUTUREPF</p>	<ol style="list-style-type: none"> (1) FUTUREPF agrees to comply, prepare or do any actions concerning with the provisions stated in this agreement, including the rules and regulations specified by Rangsit Plaza which are regulated with all lessees, and shall oversee that the sub-lessors shall also comply with such rules and regulations. (2) FUTUREPF shall not construct or install any structure on the leased property and shall not modify any part of lease properties unless there are improvements of the leased property in whole or in part, so that it will be appropriated for the business of FUTUREPF. FUTUREPF shall submit the plan for such modification to the leased property and obtain a prior written consent from Rangsit Plaza. (3) FUTUREPF agrees to be responsible for any damage in the case of a construction or modification of the leased property which may cause damage to persons or any other building or may be against the law, rules or any other regulation. (4) FUTUREPF agrees to be responsible to Rangsit Plaza for any damage and expense incurred due to breach of contract, negligence, failure to conduct or any wrongdoing or performing duties incorrectly or negligently in complying with this agreement, except for cases where such dispute, lawsuit and liabilities occurred due to negligence or defective in conducting duties or failure to conduct duties or any wrongdoing by Rangsit Plaza as the lessor. (5) FUTUREPF shall not undertake any actions that may render the insurance of the Future Park Rangsit Project Building void or voidable, or result in an increase of insurance premiums. FUTUREPF shall not allow any other individuals, including but not limited to the sub-lessee to engage in such actions. FUTUREPF shall comply with the recommendations of the insured and relevant authorities involved in the fire protection for the Future Park Rangsit Project Building.

	<p>(6) FUTUREPF is responsible for maintaining, repairing, and renovating the leased property to ensure that the leased property remain in good condition or undertaking any interior decoration activities on FUTUREPF own expense.</p> <p>(7) FUTUREPF is responsible for maintaining the leased property in good condition throughout the lease period.</p> <p>(8) FUTUREPF shall be responsible for the land and property tax and local development tax related to the use of the leased property starting from the date of this agreement.</p> <p>(9) FUTUREPF is responsible for paying banner taxes, revenue stamp, and other expense related to this agreement.</p> <p>(10) FUTUREPF agrees to be responsible for the tax burden and other expenses related to the transfer of lease right and the sub-lease. (If any)</p>
<p>Rights and Duties of Rangsit Plaza</p>	<p>(1) Rangsit Plaza agrees to grant the rights to FUTUREPF or service users of FUTUREPF equally with the rights granted to Rangsit Plaza and other lessees for using internal and external parking areas of the Future Park Rangsit Project Building together with Rangsit Plaza and other lessees under the conditions regarding to the use of the parking area of the Future Park Rangsit Project Building as specified by Rangsit Plaza.</p> <p>(2) Rangsit Plaza agrees for FUTUREPF to seek benefit from the leased property and other areas of the Future Park Rangsit buildings, both internal and external of such buildings which are not under the lease rights or benefit seeking by the third party in the same manner as other lessees of Rangsit Plaza</p> <p>(3) Rangsit Plaza agrees to provide service to common areas and to provide all utility services to all leased property for the full term under the lease agreement.</p> <p>(4) Rangsit Plaza agrees to immediately notify FUTUREPF in writing immediately when the fact becomes known to Rangsit Plaza any incident that significantly affects or may affect the financial position of Rangsit Plaza which will affect its ability to comply with the obligations under this agreement or will affect FUTUREPF's use of the leased property under this agreement, including the right to renew this agreement.</p>

	<p>(5) In the case that Rangsit Plaza develops a commercial building, office building or any shopping center on the leased land or adjacent land that Rangsit Plaza may acquire or lease in the future. When Rangsit Plaza has completely developed or the constructed, Rangsit Plaza shall propose to FUTUREPF for consideration whether FUTUREPF will lease or purchase such newly-built property. Once FUTUREPF notifies its intention to lease or purchase the property, Rangsit Plaza agrees to lease out or sell such property to FUTUREPF and not to offer for sale such property to the third party unless FUTUREPF has rejected the proposal to lease or purchase such property to Rangsit Plaza in writing.</p> <p>(6) Rangsit Plaza shall be responsible for the repair of any of the defect of the structure of the Future Park Rangsit Project Building related to the leased property with its own expense.</p> <p>(7) Rangsit Plaza agrees to be responsible for the registration fees for the lease, revenue stamp as well as any other expenses related to the lease registration to the leased property and under this agreement, including the renewal of the leased agreements as specified in this agreement.</p>
<p>Insurance</p>	<p>(1) FUTUREPF shall be the insured and be the beneficiary for the Business Interruption Insurance of the leased property with its own expense.</p> <p>(2) Rangsit Plaza shall be the insured for the All Risk Insurance of the Future Park Rangsit Project Building which include leased property, and shall designated Rangsit Plaza and/or its designated person to be the beneficiary of the insurance made for the leased property with Rangsit Plaza's own expense.</p> <p>(3) FUTUREPF and Rangsit Plaza shall provide General Public Liability Insurance for the areas related to their normal business for the full lease term, with its own expenses.</p>
<p>Leased Property Damaged or Destroyed</p>	<p>(1) In the event that part of the leased property is damaged for any reason whatsoever other than the Coverage Event under the Leasehold Insurance, this agreement shall remain in effect for the leased property that are not damaged and are in useable conditions.</p>

	<p>(2) In the event that the leased property has damaged in the structure of Future Park Rangsit Project Building, in whole or in part, and FUTUREPF is unable to seek benefit in the leased property by the effect of the relevant law or unable to use more than 50% of the spaces in the Future Park Rangsit Project Building, or in any other case that is covered under the Leasehold Insurance that is provided by FUTUREPF to protect the right of FUTUREPF under this agreement (“Coverage Event under the Leasehold Insurance”). Both parties agree as follows:</p> <p>a) This agreement shall be terminated after 30 days from the date occurring Coverage Event under the Leasehold Insurance unless within such period, Rangsit Plaza confirms its intention in writing to build new leased property.</p> <p>b) In the case that Rangsit Plaza confirms its intention to build new leased property, Rangsit Plaza shall build the new leased property with its own expenses.</p> <p>c) Rangsit Plaza shall conduct the construction in accordance to the plans and obligations of Rangsit Plaza under the Land Lease Agreement and Rangsit Plaza shall construct the project to be completed within 3 years from the date of the occurring the aforementioned damage. The quality of the new properties shall not be less than that of the quality of the previous properties on the day before the damage occurred.</p> <p>It is deemed that the rights and obligations of the parties under this agreement shall remain in effect until there is a construction of the new property instead of the leased property under this agreement. The parties shall concluded the new property lease agreement, by specifying terms and conditions same as this agreement, immediately after the such construction is completed. Under such new lease agreement, FUTUREPF shall not have any obligations to pay the rental fee in a rate more than those specified in this agreement.</p> <p>(3) If the leased property are partially damaged, for any reason whatsoever other than Coverage Event under the Leasehold Insurance, which some part of such properties still can be used for operating the businesses, Rangsit Plaza shall repair the leased property to its former condition at its own expense.</p>
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	<p>(4) If Rangsit Plaza does not repair the Future Park Rangsit Project Building within the period indicated by FUTUREPF. FUTUREPF has the right to claim for Rangsit Plaza to repair the Future Park Rangsit Project Building. If Rangsit Plaza remains indifferent and does not take action as demanded by FUTUREPF, FUTUREPF may proceed to take legal action to enforce Rangsit Plaza to carry out the required actions.</p>
<p>Transfer of Lease Rights and Sublease</p>	<p>Except Rangsit Plaza consented otherwise;</p> <p>(1) FUTUREPF shall not transfer the lease right, whether in part or in full, to any other person;</p> <p>(2) Rangsit Plaza consents FUTUREPF to bring the areas in the leased property to be sub-leased out by third party (“Tenants”), whether in whole or in part, under the terms and conditions of this agreement, for the benefit of operating the business of FUTUREPF under the lease objectives with no permission from Rangsit Plaza is required. The term of lease shall not exceed the remaining term of the lease of FUTUREPF.</p>
<p>Causes of Default or Causes of Termination of the Agreement</p>	<p>(a) In the case that FUTUREPF violates or does not comply with the provisions of this agreement or the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project , or in breach of representations and warranties given in this agreement or the abovementioned agreement, and is unable to take corrective actions within 30 days from the date of receiving the notification of such breach in writing or within any period agreed by both parties.</p> <p>(b) Rangsit Plaza violates or does not comply with the provisions of this agreement or representations and warranties, or in breach of representations and warranties given in this agreement and is unable to take corrective actions within 30 days from the date of receiving the notification of the cause for such breach in writing, or within any period agreed by both parties.</p> <p>(c) When the period for the lease of leased property expires.</p> <p>(d) Both parties agree to terminate the agreement.</p> <p>(e) Termination of FUTUREPF as specified in the Fund Scheme and the Future Park Leasehold Property Fund Prospectus.</p> <p>(f) Rangsit Plaza has ceased its operations, in whole or in part, resulting in FUTUREPF being unable to significantly generate income from the leased property.</p> <p>(g) The leased property are in the land expropriation zone or protected zone or land expropriation survey zone under notifications or related law on the land</p>

	<p>expropriation or other laws and a) the leased property to be appropriated has the area more than 10% of the total leased property or b) the leased property to be appropriated has the area less than 10% of the total leased property but have an effect on FUTUREPF's ability to significantly seek the benefit on the leased property as per the objectives of the lease.</p> <p>(h) If the leased property are damaged as specified in the agreement, this agreement shall be terminated after 30 days from the date of Coverage Event under the Leasehold Insurance. Unless within the specified period, Rangsit Plaza confirms its intention to build new lease properties and FUTUREPF has notified Rangsit Plaza in writing of its intention not to terminate this Agreement.</p>
<p>Consequences of Default or Consequences of Termination of the Agreement</p>	<p>(1) In the case that event mentioned in (a) occurred and such event is not due to Rangsit Plaza's failure to comply with or non-compliance with the provisions of this agreement, Rangsit Plaza has the right to claim damages from FUTUREPF as a result of such event, which shall not be resulted in a termination of this agreement.</p> <p>(2) In the case that event mentioned in (b) or (f) occurred and such event is not due to FUTUREPF's failure to conduct or failure to comply with the provisions under the agreement, FUTUREPF has the right to claim damages from Rangsit Plaza as a result of such event, which shall not be resulted in a termination of this agreement.</p> <p>(3) In the case that event mentioned in (c), (d) or (e) occurred, it shall be regarded that this agreement is terminated. Each party may not have the right to request for damages, expenses or money or other payments from the other party unless otherwise agreed.</p> <p>(4) In the case that event mentioned in (g) occurred, it shall be regarded that this agreement is terminated when the expropriation of assets as specified in g) is completed or after the specified period.</p> <p>However, If FUTUREPF does not exercise the right to terminate the lease agreement due to the expropriation less than 10% of the total leased property, and the appropriated area is not a significant part of the essential use of the lease property that refrain FUTUREPF from seeking benefiting from of the leased property according to the objectives of the agreement, Rangsit Plaza and FUTUREPF shall negotiate and discuss about the new rental fee rate.</p> <p>(5) When this agreement expired due to the expiration of lease term or any other reason, FUTUREPF shall return all leased property at the prevailing condition.</p>

	<p>(6) During the period to rectify the default as mentioned in (a) and (b), if a damage occurs to the party who is not in breach of the agreement, such party has the right to claim damages from the other party. When the other party agrees to receive the damages, it shall be regarded that cause for such cause of default has ended.</p> <p>(7) In the case that FUTUREPF has exercised its right to terminate the agreement in accordance with the provisions as indicated, by notifying Rangsit Plaza in advance, FUTUREPF reserves its right to seek benefit the leased property until the agreement has expired in accordance with period specified by FUTUREPF. FUTUREPF shall have a duty to pay for the rental fee for the remaining period in proportion, and comply with its obligations as specified in this agreement until this agreement is terminated.</p> <p>(8) Subsequent to the termination of lease agreement with one of the aforementioned causes, the parties agree to proceed to registration to cancel the lease right of land under this agreement to the relevant officer within 30 days from the date that this agreement is terminated. In the case of a termination of agreement prior to the lease term specified in clause (a), (b) or (f) of this lease agreement, the party that is not in breach has the right to demand damages under the law from the counterparty who is in breach.</p>
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(d) **Summary of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project Dated 24 November 2006**

Amendments	<ol style="list-style-type: none"> 1. The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 22 November 2012) (First Amendment – Amending the deviated area, resulting in a common area of 47,697.94 square meters and the common area which can seek the benefit of 8,276.88 square meters) 2. The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 26 December 2012) (Second Amendment – Additional common area of 992.37 square meters since 23 December 2012) 3. The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project (dated 17 December 2018) (Third Amendment - Returning of the area after renovation, resulting in a common area of 48,791 square meters and the common area which can seek the benefit of 8,709.92 square meters)
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Grantor of the Rights	Rangsit Plaza Company Limited
Recipient of the Rights	Future Park Leasehold Property Fund
Property under the Agreement	<p>(1) Parts of the common area of the Future Park Rangsit Project Building built on the land in No. 94 of Future Park Rangsit Project, which is a 5-story building (including basement) located on the Future Park Rangsit commercial center, Phaholyothin road, Pachathiput sub-district, Thanyaburi district, Pratumthani province with a total area of 48,791 square meters and a total common area which can seek the benefit of 8,702.92 square meters.</p> <p>(2) Exterior walls of the building that can be leased for installing advertising signs or for other purposes, whether with or without compensation.</p>
Granting rights Period	From 24 November 2006 to 31 December 2026
Rights and Duties of FUTUREPF	<p>(1) FUTUREPF agrees to comply, prepare or do any actions concerning with the provisions stated in this agreement.</p> <p>(2) FUTUREPF shall not construct, alter, and modify any structure of the property under the agreement, except the modification of the property, in whole or in part, to align with the business operations of FUTUREPF. FUTUREPF must submit the plan for the modifications or alterations to the property under the agreement and obtain prior written approval from Rangsit Plaza.</p> <p>(3) FUTUREPF agrees to be responsible for any damage in the case of a construction or modification of the property under the agreement which may cause damage to persons or any other building or may be against the law, rules or any other regulation.</p> <p>(4) FUTUREPF agrees to be responsible to Rangsit Plaza for any damage and expense incurred due to breach of contract, negligence, failure to conduct or any wrongdoing or performing duties incorrectly or negligently in complying with this agreement, except for cases where such damages occurred due to negligence or defective in conducting duties or failure to conduct duties or any wrongdoing by Rangsit Plaza as the Property Manager of FUTUREPF.</p> <p>(5) FUTUREPF agrees not to utilize the common area in a manner that may conflict with or contradict the business operations model of Rangsit Plaza for the Future Park Rangsit Project Building.</p> <p>(6) In seeking benefits from common area, FUTUREPF will consider the safety and convenience of lessees and service recipients in the Future Park Rangsit Project Building.</p>

	<p>(7) FUTUREPF is responsible for any interior renovation of the common area and exterior walls of the Future Park Rangsit Project Building, at its own expense.</p> <p>(8) FUTUREPF shall be responsible for the land and property tax and local development tax related to the use of the property under the agreement starting from the date of this agreement.</p> <p>(9) FUTUREPF is responsible for paying banner taxes, revenue stamp, and other expense related to this agreement, and the disposal or utilization of the property under the agreement, in any form.</p>
Rights and Duties of Rangsit Plaza	<p>(1) Rangsit Plaza agrees to allow FUTUREPF to fully utilize the property under the agreement, in accordance with the intentions and objectives of this agreement.</p> <p>(2) Rangsit Plaza agrees to provide service to common areas and to provide all utility services to all property under the agreement for the full term of granting rights for area use and benefit seeking.</p> <p>(3) Rangsit Plaza agrees to immediately notify FUTUREPF in writing immediately when the fact becomes known to Rangsit Plaza any incident that significantly affects or may affect the financial position of Rangsit Plaza which will affect its ability to comply with the obligations under this agreement or will affect FUTUREPF's use of the property under the agreement, including the right to renew this agreement.</p> <p>(4) Rangsit Plaza shall be responsible for the maintenance and he repair of any of the defect of the structure, common area, parking area and external walls of the Future Park Rangsit Project Building for remaining in a good conditions with its own expense.</p> <p>(5) Rangsit Plaza shall not undertake any action that may result in the creation, alteration, transfer, reservation, or suspension of rights to use the property under the agreement.</p> <p>(6) Rangsit Plaza shall perform various duties of Rangsit Plaza as specifies in the Land Lease Agreement and shall notify FUTUREPF in writing regarding to any event that may lead Rangsit Plaza to breach or default in the Land Leased Agreement, including the legal actions or proceedings related to the property under the agreement and/or the land of the Future Park Rangsit Project by Pipatanasin or third party.</p>
Insurance	<p>(1) FUTUREPF shall be the insured and be the beneficiary for the Business Interruption Insurance of the property under the agreement with its own expense.</p>

	<p>(2) FUTUREPF and Rangsit Plaza shall provide General Public Liability Insurance for the areas related to their normal business for the full lease term, with its own expenses.</p>
<p>Property under the Agreement Damaged or Destroyed</p>	<p>(1) In the event that part of the property under the agreement are damaged for any reason whatsoever other than coverage event under the Leasehold Insurance, this agreement shall remain in effect for the property under the agreement that are not damaged and are in useable conditions.</p> <p>(2) In the event that the property under the agreement has damaged in the structure of the building, in whole or in part, and FUTUREPF is unable to seek benefit in the property under the agreement by the effect of the relevant law or unable to use more than 50% of the spaces in the Future Park Rangsit Project Building, or in any other case that is covered under the Leasehold Insurance that is provided by FUTUREPF to protect the right of FUTUREPF under this agreement (“Coverage Event under the Leasehold Insurance”). Both parties agree as follows:</p> <p>a) This agreement shall be terminated after 30 days from the date occurring Coverage Event under the Leasehold Insurance unless within such period, Rangsit Plaza confirms its intention to build new property under the agreement, and FUTUREPF has informed Rangsit Plaza that FUTUREPF does not wish for this agreement to be terminated. If this agreement is terminated, the parties are not required to perform the obligations outlined in clause b) and c).</p> <p>b) In the case that Rangsit Plaza confirms its intention to build new property under the agreement, Rangsit Plaza shall build the new property under the agreement with its own expenses.</p> <p>c) Rangsit Plaza shall conduct the construction in accordance to the plans and obligations of Rangsit Plaza under the Land Lease Agreement and Rangsit Plaza shall construct the project to be completed within 3 years from the date of the occurring the aforementioned damage. The quality of the new property under the agreement shall not be less than that of the quality of the previous properties on the day before the damage occurred. It is to be deemed that the rights and obligations of the parties under this agreement shall remain in effect until the construction of new property is completed to replace the property under this agreement.</p>

	<p>(3) If the property under this agreement are partially damaged, for any reason whatsoever other than Coverage Event under the Leasehold Insurance, which some part of such property under this agreement still can be used for operating the businesses, Rangsit Plaza shall repair the property under this agreement to its former condition at its own expense.</p> <p>(4) If Rangsit Plaza does not repair the Future Park Rangsit Project Building within the specified period, FUTUREPF has the right to manage and allocate the aforementioned insurance compensations for the repairment of the Future Park Rangsit Project Building.</p>
<p>Transfer of the Rights under the Agreement and Sub-lease</p>	<p>Except Rangsit Plaza consented otherwise, within the granting rights period;</p> <p>(1) FUTUREPF shall not transfer the right under the agreement, whether in part or in full, to any other person;</p> <p>(2) Rangsit Plaza consents FUTUREPF to bring the areas in the property under the agreement to be sub-leased out by third party (“Rights Recipients”), whether in whole or in part, under the terms and conditions of this agreement, for the benefit of operating the business of FUTUREPF with no permission from Rangsit Plaza is required. The period that the third party having the rights to the sub-lease of the area in the property under the agreement shall not exceed 3 years (in case the remaining granting rights period is less than 3 years) or not exceeding the remaining period of the granting rights of FUTUREPF.</p>
<p>Causes of Default or Causes of Termination of the Agreement</p>	<p>(a) In the case that FUTUREPF violates or does not comply with the provisions of this agreement or the Building Lease Agreement, or in breach of representations and warranties given in this agreement or the abovementioned agreement, and FUTUREPF is unable to take corrective actions and comply with the agreement within 30 days from the date of receiving the notification of such breach in writing or within any period agreed by both parties.</p> <p>(b) Rangsit Plaza is ordered by court for the absolute receivership or to be bankrupt or under liquidation process or closing of company or there is a submission for rehabilitation of the company to the court or related authorities which may affect the ability to pay debt by Rangsit Plaza or comply with the provisions of this agreement.</p> <p>(c) Rangsit Plaza violates or does not comply with the provisions of this agreement or representations and warranties, or in breach of representations and warranties given in this agreement and Rangsit Plaza is unable to take corrective actions and comply with the agreement within 30 days from the date of receiving the</p>

	<p>notification of the cause for such breach in writing, or within any period agreed by both parties.</p> <p>(d) When the period for the lease of leased property under the Building Lease Agreement expires and/or upon the expiration of the granting rights period under this agreement.</p> <p>(e) Both parties agree to terminate the agreement.</p> <p>(f) In the case of termination of FUTUREPF as specified in the Fund Scheme and the Prospectus of FUTUREPF.</p> <p>(g) Rangsit Plaza has ceased its operations, in whole or significant part, resulting in FUTUREPF being unable to significantly generate income from the property under the agreement.</p> <p>(h) The property under the agreement are in the land expropriation zone or protected zone or land expropriation survey zone under notifications or related law on the land expropriation or other laws and a) the property under the agreement to be appropriated has the area more than 10% of the total property under the agreement or b) the property under the agreement to be appropriated has the area less than 10% of the total property under the agreement but have an effect on FUTUREPF's ability to significantly seek the benefit on the property under the agreement as under the agreement.</p> <p>(i) If the property under the agreement are damaged as specified in the agreement, this agreement shall be terminated after 30 days from the date of the Coverage Event under the Leasehold Insurance. Unless within the specified period, Rangsit Plaza confirms its intention to build new property under the agreement and FUTUREPF has notified Rangsit Plaza in writing of its intention not to terminate this Agreement.</p>
<p>Consequences of Default or Consequences of Termination of the Agreement</p>	<p>(1) In the case that event mentioned in (a) occurred and such event is not due to Rangsit Plaza's failure to comply with or non-compliance with the provisions of this agreement, Rangsit Plaza has the right to claim damages from FUTUREPF as a result of such event, which shall not be resulted in a termination of this agreement.</p> <p>(2) In the case that event mentioned in (b) occurred, FUTUREPF may terminate this agreement with prior notice from Rangsit Plaza in writing at least 30 days in advance.</p>

- (3) In the case that event mentioned in (c) or (g) occurred and such event is not due to FUTUREPF's failure to conduct or failure to comply with the provisions under the agreement, FUTUREPF has the right to claim damages from Rangsit Plaza as a result of such event, which shall not be resulted in a termination of this agreement.
- (4) In the case that event mentioned in (d), (e) or (f) occurred, it shall be regarded that this agreement is terminated. Each party may not have the right to request for damages, expenses or money or other payments from the other party unless otherwise agreed.
- (5) In the case that event mentioned in (h) occurred, it shall be regarded that this agreement is terminated when the expropriation of property under the agreement is completed or after the specified period, and the parties agree as detailed:
- a) In the case that such expropriation mentioned in (h) occurred before the expiration of granting rights period under this agreement, Rangsit Plaza agrees to refund the granting rights fee in proportion to the remaining granting rights period to FUTUREPF within 14 days from the date that the Granting Rights Agreement ends.
- b) If the expropriation of the property under the agreement occurs within the new granting rights period, Rangsit Plaza agrees to refund the granting rights fee in proportion to the remaining new granting rights period to FUTUREPF within 14 days from the date that the Granting Rights Agreement ends.
- If FUTUREPF does not terminate the Granting Rights Agreement due to the expropriation less than 10% of the total property under the agreement, and the appropriated area is not a significant part of the essential use of the property under the agreement that refrain FUTUREPF from seeking benefit from of the property under the agreement, Rangsit Plaza agrees to bring to FUTUREPF the granting rights fee in proportion of the area under the agreement which is reduced, by calculating on the remaining period in clause (a) or (b) above within 14 days from the completion of the expropriation. Once the granting rights fee has been paid to FUTUREPF, such expropriation is not considered as a cause of default or termination of the right granting agreement.

	<p>(6) When this agreement expired due to the expiration of lease term or any other reason, FUTUREPF shall suspend the use and/or seeking benefits in property under the agreement and return property under the agreement at the prevailing condition.</p> <p>(7) During the period to rectify the default as mentioned in (a) and (c), if a damage occurs to the party who is not in breach of the agreement, such party has the right to claim damages from the other party who has breached this agreement or breach of representations and warranties specified in this agreement. When the other party agrees to receive the damages, it shall be regarded that cause for such cause of default has ended.</p> <p>(8) In the case that FUTUREPF has exercised its right to terminate the agreement in accordance with the provisions as indicated, by notifying Rangsit Plaza in advance, FUTUREPF reserves its right to seek benefit the property under the agreement until the agreement has expired in accordance with period specified by FUTUREPF. FUTUREPF shall be responsible for any damages, outstanding rental fee, except for the termination of agreement as mentioned in (i).</p> <p>(9) Subsequent to the termination of this agreement prior to the term of agreement due to Rangsit Plaza's breach of agreement, except for termination of agreement mentioned in (i), Rangsit Plaza agrees to return the granting rights fee to FUTUREPF in proportion with the remaining term of the granting rights period within 15 days from the date that this agreement is terminated. In the case of a termination of agreement prior to the granting rights period specified in this lease agreement, the party that is not in breach has the right to demand damages under the law from the counterparty who is in breach.</p>
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(e) **Summary of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project Dated 26 December 2012**

Amendment	The Amendment of the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use of the Future Park Rangsit Project dated 17 December 2018 (Returning of the area after renovation, resulting in a common area of 48,791 square meters and a common area which can seek the benefit of 8,709.92 square meters)
Grantor of the Rights	Rangsit Plaza Company Limited
Recipient of the Rights	Future Park Leasehold Property Fund
Property under the Agreement	(1) Parts of the common area of the Future Park Rangsit Project Building built on the land in No. 94 of Future Park Rangsit Project, which is a 5-story building (including basement) located on the Future Park Rangsit commercial center,

	<p>Phaholyothin road, Pachathiput sub-district, Thanyaburi district, Pratumthani province with a total area of 48,791 square meters and a total common area which can seek the benefit of 8,702.92 square meters.</p> <p>(2) Exterior walls of the building that can be leased for installing advertising signs or for other purposes, whether with or without compensation.</p>
Granting Rights Period	15 years from 1 January 2027 to 31 December 2041
Conditions for the Granting Rights Renewal when the Existing Lease Expires	When FUTUREPF agrees to continue renting the leased property under the Building Lease Agreement, Rangsit Plaza agrees for FUTUREPF to use and/or seek the benefit of property under the agreement for a period equal to the period that FUTUREPF agrees to rent the leased property under the Building Lease Agreement, counting from the date of termination of this agreement.
Fee for Granting of Rights	FUTUREPF shall pay a fee for the right granting to Rangsit Plaza in the amount of THB 382 million (inclusive of VAT) which shall pay in full on the registration date of right under this agreement at the related land office and pay for the granting rights of property monthly from the year 2027 to 2041. In the year 2027, FUTUREPF agrees to pay the granting rights in the amount approximately THB 75.88 million (inclusive of VAT) and increase at the rate of 3% annually until the year 2041.
Rights and Duties of FUTUREPF	<p>(1) FUTUREPF agrees to comply, prepare or do any actions concerning with the provisions stated in this agreement, including any rules and regulations specified by Rangsit Plaza, as well as notifications, including ensuring the compliance by the third party with such rules and regulations.</p> <p>(2) FUTUREPF shall not construct, alter, and modify any structure of the property under the agreement, except the modification of the property, in whole or in part, to align with the business operations of FUTUREPF. FUTUREPF must submit the plan for the modifications or alterations to the property under the agreement and obtain prior written approval from Rangsit Plaza.</p> <p>(3) FUTUREPF agrees to be responsible for any damage in the case of a construction or modification of the property under the agreement which may cause damage to persons or any other building or may be against the law, rules or any other regulation.</p>

	<p>(4) FUTUREPF agrees to be responsible to Rangsit Plaza for any damage and expense incurred due to breach of contract, negligence, failure to conduct or any wrongdoing or performing duties incorrectly or negligently in complying with this agreement, except for cases where such damages occurred due to negligence or defective in conducting duties or failure to conduct duties or any wrongdoing by Rangsit Plaza as the Property Manager of FUTUREPF.</p> <p>(5) FUTUREPF agrees not to utilize the common area in a manner that may conflict with or contradict the business operations model of Rangsit Plaza for the Future Park Rangsit Project Building.</p> <p>(6) In seeking benefits from common area, FUTUREPF will consider the safety and convenience of lessees and service recipients in the Future Park Rangsit Project Building.</p> <p>(7) FUTUREPF is responsible for any interior renovation of the common area and exterior walls of the Future Park Rangsit Project Building, at its own expense.</p> <p>(8) FUTUREPF shall be responsible for the land and property tax and local development tax related to the use of the property under the agreement starting from the date of this agreement.</p> <p>(9) FUTUREPF is responsible for paying banner taxes, revenue stamp, and other expense related to this agreement, and the disposal or utilization of the property under the agreement, in any form.</p> <p>(10) FUTUREPF shall refrain from any actions that may render the insurance coverage for the Future Park Rangsit Project Building void or voidable, or subject to increase of insurance premiums, and it shall not permit any other individuals, including but not limited to third party who is the sub-lessor to the area in the property in the property under the agreement. FUTUREPF must adhere to the recommendations of the insured and relevant authorities involved in fire prevention for the Future Park Rangsit Project Building.</p>
<p>Rights and Duties of Rangsit Plaza</p>	<p>(1) Rangsit Plaza agrees to allow FUTUREPF to fully utilize the property under the agreement, in accordance with the intentions and objectives of this agreement.</p> <p>(2) Rangsit Plaza agrees to provide service to common areas and to provide all utility services to all property under the agreement for the full term of granting rights for area use and benefit seeking.</p>

	<p>(3) Rangsit Plaza agrees to immediately notify FUTUREPF in writing immediately when the fact becomes known to Rangsit Plaza any incident that significantly affects or may affect the financial position of Rangsit Plaza which will affect its ability to comply with the obligations under this agreement or will affect FUTUREPF's use of the property under the agreement, including the right to renew this agreement.</p> <p>(4) Rangsit Plaza shall be responsible for the maintenance and the repair of any of the defect of the structure, common area, parking area and external walls of the Future Park Rangsit Project Building for remaining in a good conditions with its own expense.</p> <p>(5) Rangsit Plaza shall not undertake any action that may result in the creation, alteration, transfer, reservation, or suspension of rights to use the property under the agreement.</p> <p>(6) Rangsit Plaza shall perform various duties of Rangsit Plaza as specifies in the Land Lease Agreement and shall notify FUTUREPF in writing regarding to any event that may lead Rangsit Plaza to breach or default in the Land Leased Agreement, including the legal actions or proceedings related to the property under the agreement and/or the land of the project by Pipatanasin or third party.</p> <p>(7) Rangsit Plaza agrees to be responsible for paying the registration fees, stamp duty, and any other expenses related to the registration of the property under the agreement, which must be paid when registering the lease and renewing the lease with the relevant authorities, as specified in this agreement.</p>
Insurance	<p>(1) FUTUREPF shall be the insured and be the beneficiary for the Business Interruption Insurance of the property under the agreement with its own expense for the whole period of granting rights period.</p> <p>(2) FUTUREPF and Rangsit Plaza shall provide General Public Liability Insurance for the areas related to their normal business for the full granting rights period, with its own expenses.</p>
Property Damaged or Destroyed	<p>(1) In the event that part of the property under the agreement are damaged for any reason whatsoever other than coverage event under the Leasehold Insurance, this agreement shall remain in effect for the property under the agreement that are not damaged and are in useable conditions.</p>

- (2) In the event that the property under the agreement has damaged in the structure of the building, in whole or in part, and FUTUREPF is unable to seek benefit in the property under the agreement by the effect of the relevant law or unable to use more than 50% of the spaces in the Future Park Rangsit Project Building, or in any other case that is covered under the Leasehold Insurance that is provided by FUTUREPF to protect the right of FUTUREPF under this agreement (“**Coverage Event under the Leasehold Insurance**”). Both parties agree as follows:
- a) This agreement shall be terminated after 30 days from the date occurring Coverage Event under the Leasehold Insurance or other dates as agreed by the parties in writing, unless within such period, Rangsit Plaza confirms its intention to build new property under the agreement, and FUTUREPF has informed Rangsit Plaza that FUTUREPF does not wish for this agreement to be terminated. If this agreement is terminated, the parties are not required to perform the obligations outlined in clause b) and c).
 - b) In the case that Rangsit Plaza confirms its intention to build new property under the agreement, Rangsit Plaza shall build the new property under the agreement with its own expenses.
 - c) Rangsit Plaza shall conduct the construction in accordance to the plans and obligations of Rangsit Plaza under the Land Lease Agreement and Rangsit Plaza shall construct the project to be completed within 3 years from the date of the occurring the aforementioned damage. The quality of the new property under the agreement shall not be less than that of the quality of the previous properties on the day before the damage occurred. It is to be deemed that the rights and obligations of the parties under this agreement shall remain in effect until the construction of new property is completed to replace the property under this agreement.
- (3) If the property under this agreement are partially damaged, for any reason whatsoever other than Coverage Event under the Leasehold Insurance, which some part of such property under this agreement still can be used for operating the businesses, Rangsit Plaza shall repair the property under this agreement to its former condition at its own expense.

	<p>(4) If Rangsit Plaza does not repair the Future Park Rangsit Project Building within the specified period, FUTUREPF has the right to demand Rangsit Plaza to renovate Future Park Building Project. If Rangsit Plaza ignores or fails to take the action as requested by FUTUREPF, FUTUREPF may take legal action to require Rangsit Plaza to proceed such action.</p>
<p>Transfer of the Rights under the Agreement and Sub-Lease</p>	<p>Except Rangsit Plaza consented otherwise, within the granting rights period;</p> <ol style="list-style-type: none"> 1) FUTUREPF shall not transfer the right under the agreement, whether in part or in full, to any other person; 2) Rangsit Plaza consents FUTUREPF to bring the areas in the property under the agreement to be sub-leased out by third party (“Rights Recipients”), whether in whole or in part, under the terms and conditions of this agreement, for the benefit of operating the business of FUTUREPF with no permission from Rangsit Plaza is required. The period that the third party having the rights to the sub-lease of the area in the property under the agreement shall not exceed 3 years (in case the remaining granting rights period is less than 3 years) or not exceeding the remaining period of the granting rights of FUTUREPF.
<p>Causes of Default or Causes of Termination of the Agreement</p>	<ol style="list-style-type: none"> (a) In the case that FUTUREPF violates or does not comply with the provisions of this agreement or the Building Lease Agreement, or in breach of representations and warranties given in this agreement or the abovementioned agreement, and FUTUREPF is unable to take corrective actions and comply with the agreement within 30 days from the date of receiving the notification of such breach in writing or within any period agreed by both parties. (b) Rangsit Plaza violates or does not comply with the provisions of this agreement or representations and warranties, or in breach of representations and warranties given in this agreement and Rangsit Plaza is unable to take corrective actions and comply with the agreement within 30 days from the date of receiving the notification of the cause for such breach in writing, or within any period agreed by both parties. (c) When the period for the lease of leased property under the Building Lease Agreement expires and/or upon the expiration of the granting rights period under this agreement. (d) Both parties agree to terminate the agreement. (e) In the case of termination of FUTUREPF as specified in the Fund Scheme and the Prospectus of FUTUREPF.

	<p>(f) Rangsit Plaza has ceased its operations, in whole or significant part, resulting in FUTUREPF being unable to significantly generate income from the property under the agreement.</p> <p>(g) Unless otherwise agreed by both parties, the property under the agreement are in the land expropriation zone or protected zone or land expropriation survey zone under notifications or related law on the land expropriation or other laws and</p> <p>a) the property under the agreement to be appropriated has the area more than 10% of the total property under the agreement or b) the property under the agreement to be appropriated has the area less than 10% of the total property under the agreement but have an effect on FUTUREPF's ability to significantly seek the benefit on the property under the agreement as under the agreement.</p> <p>(h) If the property under the agreement are damaged as specified in the agreement, this agreement shall be terminated after 30 days from the date of the Coverage Event under the Leasehold Insurance. Unless within the specified period, Rangsit Plaza confirms its intention to build new property under the agreement and FUTUREPF has notified Rangsit Plaza in writing of its intention not to terminate this Agreement.</p>
<p>Consequences of Default or Termination of the Agreement</p>	<p>(1) In the case that event mentioned in (a) occurred and such event is not due to Rangsit Plaza's failure to comply with or non-compliance with the provisions of this agreement, Rangsit Plaza has the right to claim damages from FUTUREPF as a result of such event, which shall not be resulted in a termination of this agreement.</p> <p>(2) In the case that event mentioned in (b) or (c) occurred and such event is not due to FUTUREPF's failure to conduct or failure to comply with the provisions under the agreement, FUTUREPF has the right to claim damages from Rangsit Plaza as a result of such event, which shall not be resulted in a termination of this agreement.</p> <p>(3) In the case that event mentioned in (c), (d) or (e) occurred, it shall be regarded that this agreement is terminated. Each party may not have the right to request for damages, expenses or money or other payments from the other party unless otherwise agreed.</p> <p>(4) In the case that event mentioned in (h) occurred, it shall be regarded that this agreement is terminated when the expropriation of property under the agreement is completed or after the specified period.</p>

	<p>Nevertheless, in the case of the expropriation less than 10% of total area of the property under the agreement, and such appropriated area is not significant to the seeking of benefit of the property under the contract, Rangsit Plaza and FUTUREPF shall negotiate and agree on the new granting rights fee.</p> <p>(5) When this agreement expired due to the expiration of lease term or any other reason, FUTUREPF shall suspend the use and/or seeking benefits in property under the agreement and return property under the agreement at the prevailing condition.</p> <p>(6) During the period to rectify the default as mentioned in (a) and (b), if a damage occurs to the party who is not in breach of the agreement, such party has the right to claim damages from the other party. When the other party agrees to receive the damages, it shall be regarded that cause for such cause of default has ended.</p> <p>(7) In the case that FUTUREPF has exercised its right to terminate the agreement in accordance with the provisions as indicated, by notifying Rangsit Plaza in advance, FUTUREPF reserves its right to seek benefit the property under the agreement until the agreement has expired in accordance with period specified by FUTUREPF. FUTUREPF shall be responsible to pay the granting rights fee for the remaining period in proportion, including to comply under the obligations as specified under this agreement until this agreement has ended.</p> <p>(8) In the case of a termination of agreement prior to the granting rights period specified in this agreement due to the causes for the termination under clause (a), (b) or (f), the party that is not in breach has the right to demand damages under the law from the counterparty who is in breach. In this case, it shall be the actual damages resulted by the termination of the agreement under clause (a), (b), or (f). Nevertheless, it shall not include damages that are due to special circumstances, loss of profit, or lack of profit.</p>
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(f) Summary of the Property Manager Appointment Agreement

Parties	Future Park Leasehold Property Fund and Rangsit Plaza Company Limited
Lease Term	10 years and in the event the parties have not agreed otherwise, this agreement shall be automatically renewed for subsequent terms of 10 years each
Termination of Agreement	<p>If any of the following events occur, the relevant party may notify the termination of the agreement in writing:</p> <p>(1) FUTUREPF has the right to terminate the agreement in the case that the Property Manager is ordered by court for absolute order, or bankrupt, or under</p>

	<p>liquidation process or closing of company or the submission for rehabilitation of the Property Manager to the court or related authorities, which may affect the ability of the Property Manager to pay debt or to comply with the provisions of this agreement.</p> <p>(2) Both parties agree to terminate the agreement.</p> <p>(3) In the case that the occupancy rate in the mall has fallen below 60% for a period of more than 3 consecutive months. FUTUREPF shall propose to the unitholders' meeting to consider and approve the termination of this agreement. The resolution of the meeting shall require votes from more than half of all investment units sold. The calculation of the Occupancy Rate shall use the actual leased areas divided by the net leasable area of the immovable property, excluding the common areas and areas that cannot be leased, at one time or another due to repair or renovation or decoration, by using the data from the monthly report for calculation of such Occupancy Rate. In the case of a disaster to the leased property under the Future Park Rangsit Project Lease Agreement and such properties have been repaired and restored to the normal condition, both parties agree not to use the Occupancy Rate as the criteria for a period of at least 6 months from the date of completion such repair or renovation.</p> <p>(4) In the case that FUTUREPF has been dissolved as specified under "Dissolution of the Fund" in the Future Park Leasehold Property Fund Scheme.</p> <p>(5) In the case the Securities and Exchange Commission has ordered to dissolve FUTUREPF and FUTUREPF has notified the Property Manager of the dissolution order in writing.</p> <p>(6) In the case that one of the parties has violated or has not conducted its duties in accordance with the provisions of this agreement, project or any law or has failed to conduct such duties fully. The party at fault agrees to take corrective actions to amend the matter within 90 days from the date of notification from the other party to correct such matter.</p> <p>(7) In the case the Property Manager does not comply with the provisions of this agreement, in the part related to finance or financial positions of FUTUREPF with the intention to commit fraud, FUTUREPF has the right to terminate this agreement immediately.</p> <p>(8) In the case the Property Manager has not complied with the various duties specified in this agreement, in the part other than the finance and financial position of FUTUREPF, and the Property Manager has not taken corrective</p>
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	<p>actions to amend the matter within 90 days from the date of receiving notification from FUTUREPF. If such incompliance has caused significant effect to FUTUREPF, FUTUREPF shall arrange for the unitholders' meeting to consider and approve the termination of this agreement. The resolution of this meeting shall come from the vote of more than half of all investment units sold.</p>				
<p>Results of the Termination of Agreement</p>	<p>From the effective date of the termination of agreement</p> <p>(1) It shall be regarded that both parties are free of any obligation to each other in accordance with this agreement. However, this shall not prevent the right of the Property Manager to receive actual fees for work/assignment performed by the Property Manager in the past period until the last date performing duty and shall not prevent the right of the counterparty, who does not breach the agreement, from claiming damage compensation as per actual damage from the other party who has breached the agreement.</p> <p>(2) The Property Manager agrees to return all assets, documents and evidences related to duty and responsibility of a Property Manager to the new Property Manager within 30 days from the date of the appointment of the new Property Manager.</p>				
<p>Fees for Property Management</p>	<p>The monthly fee for the Property Manager shall be as follows:</p> <ol style="list-style-type: none"> 1. Fee for collecting the rental fee in the name of FUTUREPF at the rate not exceeding 3% per month of the Net Proceeds of the Rental Fee of FUTUREPF. Net Proceeds of the Rental Fee means all proceeds before the deduction of any expenses received by FUTUREPF pursuant to the Area Lease Agreement and the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use, including any income received from the Promotion Area and trolley shops or kiosks and other income or benefits related to the operation of the commercial center of FUTUREPF deducted by the discounted rental rate excluding reimbursements such as the average of household and land tax, etc. 2. Commission from the procurement of lessees and the management of every category of the lessees of FUTUREPF in the commercial center when the new lease agreement is made or extended. The details are as follows: <table border="1" data-bbox="496 1798 1402 2024"> <thead> <tr> <th data-bbox="496 1798 895 1912">Types</th> <th data-bbox="895 1798 1402 1912">Commission calculated from the monthly rental fee or percentage of such lessee</th> </tr> </thead> <tbody> <tr> <td data-bbox="496 1912 895 2024">1. In case the existing lessees renew the Area Lease</td> <td data-bbox="895 1912 1402 2024">0.5 month</td> </tr> </tbody> </table>	Types	Commission calculated from the monthly rental fee or percentage of such lessee	1. In case the existing lessees renew the Area Lease	0.5 month
Types	Commission calculated from the monthly rental fee or percentage of such lessee				
1. In case the existing lessees renew the Area Lease	0.5 month				

	<p>Agreement and the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use</p>
<p>2. In case of the new lessees, there are 3 rates depending on the term of the Area Lease Agreement and the Agreement Granting Rights for Area Use and Benefit Seeking to Make Use</p> <ul style="list-style-type: none"> - Less than 1 year 0.5 month - Between 1 - 3 year 1.0 month - More than 3 years 1.5 month 	
<p>3. In case of daily lessees 4 % of the rental fee</p>	
<p>3. Incentive fee at the rate of 2.35% per month of the Net Property Income. <i>Net Property Income</i> means all income received by FUTUREPF from the property deducted by all costs and expenses incurred from the seeking of benefits from the property but not including the remuneration and expenses of FUTUREPF in relation to the remuneration of the Property Manager in Clauses 1 and 4.</p> <p>4. Property Management Fee at the rate not exceeding 0.3% per year of the NAV of FUTUREPF as of the last business day of the preceding month. On the date of this agreement, the Property Management Fee is equal to 0.15% per year of the NAV of FUTUREPF.</p> <p>NAV means the value of the assets of FUTUREPF which is calculated as per the method determined in the project, calculated on the last business day of the month. FUTUREPF shall inform the NAV of FUTUREPF to the Property Manager in a timely manner.</p> <p>5. The fee for the purchase and sale of immovable properties of FUTUREPF shall be at not exceeding 1.5% of the value of the total immovable properties additionally invested by FUTUREPF and shall be at not exceeding 0.75% of the value of the sale of immovable properties of FUTUREPF. The aforementioned fees are exclusive of VAT.</p>	

(g) Memorandum regarding sharing expenses and rights to income generated from marketing activities between Future Park Leasehold Property Fund and Rangsit Plaza Dated 17 December 2018

Parties	Future Park Leasehold Property Fund and Rangsit Plaza Company Limited
Agreements in case of the marketing activities	<p>(a) In any area within the project building (excluding the extended areas of building which means the internal area and area connected with Zpell). FUTUREPF will be responsible for the expenses associated with the mentioned operations, including will have sole right to the generated income (if any) from such operations, unless it is anticipated that lessees or business operators in the extended areas of the building will also benefit from such marketing activities. In such a case, both FUTUREPF and Rangsit Plaza will share the expenses and jointly have the rights to the generated income (after deducting expenses) occurred (if any) from the mentioned marketing activities. This will be allocated based on the proportional share of the area leased and area receiving granting rights by FUTUREPF, as stipulated in the Building Lease Agreement and Granting Right Agreement (for the part of FUTUREPF), and the extended area (for the part of Rangsit Plaza), as mutually agreed upon by both parties.</p> <p>(b) In the extended area of the building, FUTUREPF will be solely responsible for the related expenses of the mentioned operations and will have the right to the generated income (if any) from such operations, unless it is anticipated that lessees or business operators in other areas within the project building (excluding the extended areas of the building) will also benefit from the mentioned marketing activities. In such a case, FUTUREPF and Rangsit Plaza will jointly share the expenses and have joint rights to the generated income (after deducting expenses) occurred (if any) from the mentioned marketing activities. This will be allocated based on the proportional share of the area leased and area receiving granting rights by FUTUREPF, as stipulated in the Building Lease Agreement and Granting Rights Agreement (in the part of FUTUREPF), and extended area of the building (for the part of Rangsit Plaza), as mutually agreed upon by both parties.</p> <p>Both parties acknowledge and agree that if the marketing activities are of a general nature or it is impossible to clearly specify individuals or groups expected to be the targets of such marketing activities, it shall be considered that the organization of such marketing activities is for the mutual benefit of both Rangsit Plaza and FUTUREPF. In such a case, FUTUREPF and Rangsit Plaza will jointly share the expenses and jointly have rights to the generated income (after deducting expenses) occurred (if any) from such marketing activities. This will be allocated based on the</p>

	<p>proportional share of the leased area and area receiving granting rights by FUTUREPF, as stipulated in the Building Lease Agreement and Granting Rights Agreement (in the part of FUTUREPF), and extended area of the building (for the part of Rangsit Plaza), as mutually agreed upon by both parties.</p>
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