

- Translation -

Summarized Information of the Agreements Entered into by C.P. Tower Growth Leasehold Property Fund
with Other Counterparties which are Still Effective at Present and the Status of the Arrangement for
the Agreement or Consent from the Counterparties to Change the Party of the Agreement from
C.P. Tower Growth Leasehold Property Fund to C.P. Tower Leasehold Real Estate Investment Trust

1. List of agreements entered into by and between CPTGF and other counterparties, which are still currently effective (15 May 2024) and summary of such agreements

- 1.1. Agreements in relation to the assets and operation of CPTGF

- 1.1.1. Lease Agreement of Land and Building Dated 3 December 2013

C.P.Land Public Company Limited as the lessor leased out the assets to CPTGF as the lessee by entering into a separate lease agreement of land and building for each project. However, each lease agreement of land and building contained the same terms, unless explicitly specified in such project.

Parties

- C.P. Tower Growth Leasehold Property Fund (the “**Lessee**” or “CPTGF”)
- C.P.Land Public Company Limited (the “**Lessor**”)

Leased Assets,

Purchased Assets

(Separate agreement for each building)

1. The leased assets consisted of:
 - Lands and C.P. Tower 1 (Silom) building, located on Land Title Deed No. 557 and 2587, which is a building utilized as an office, with 29 floors and 1 basement floor, with a total building area of approximately 91,644 square meters and component's part, utility system and relevant and necessary assets for the utilization of C.P. Tower 1 building in present conditions and free from any encumbrances.
 - Part of Lands and C.P. Tower 2 (Fortune Town) buildings (except 10th floor and 29th floor), located on Land Title Deed No. 13243, 3106, 3107, 3108, 3109, 3110, 3112, 3114, 3116 and 3117, which is a building utilized as an office, commercial mall and parking space, with 30 floors and 1 basement floor of 1 building,

	<p>a building with 3 floors of 1 building, with a total building area of approximately 194,655.35 square meters and component's part, utility system and relevant and necessary assets for the utilization of C.P. Tower 2 building in present conditions and free from any encumbrances.</p> <p>- Lands and C.P. Tower 3 (Phayathai) building, located on Land Title Deed No. 9355 and 9356, which is a building utilized as an office and parking area, with 15 floors and 1 basement floor, separate utilization in to Building A of 15 floors and 1 basement floor, Building B of 7 floors and Building C of 5 floors with a total buildings area of approximately 29,656 square meters and component's part, utility system and relevant and necessary assets for the utilization of C.P. Tower 3 building in present conditions and free from any encumbrances.</p> <p>2. The purchased assets include tools, equipment, and other related and necessary properties for the utilization of the leased buildings. in present conditions and free from any encumbrances.</p>
Lease Term	30 years from the date of lease registration at the relevant land office (that is to say, 4 December 2013 to 3 December 2043 ^{2/})
Lease Extension	In case the Lessor intends to extend the lease term, the Lessor agreed to inform the conditions and price to extend this lease agreement for CPTGF consideration within 12 months prior the lease term expiration date.
Compensation	<p>1. The rent for the entire lease term totals of not more than Baht 9,106,750,000 (nine thousand one hundred six million seven hundred fifty thousand baht), whereby, CPTGF agreed to pay the full amount of the property rent to the Lessor on the lease registration date.</p> <p>2. The parties agree to buy and sell the purchased assets for a price not exceeding Baht 479,300,000 (four hundred seventy-nine million three hundred thousand baht), whereby CPTGF agreed to pay the full purchase price on the lease registration date.</p>

**Rights and Duties of the
Lessee**

3. The parties agree on compensation for the right to use the trademark and service mark in the amount of Baht 1,000,000 (one million baht) on the date of signing this agreement.

1. The Lessee has the right to change the purpose of the utilization of the leased assets, which includes the building and/or any other constructions that may arise in the future. The Lessee also has the right to construct any buildings or component's part, modify or change any essential parts of the leased assets, in whole or in part, at the expense of CPTGF to align with the lease purpose, whereby CPTGF must obtain written consent from the Lessor. The Lessor will notify the result of the consideration within a reasonable period, but not exceeding 15 days from the date of notification, unless otherwise agreed by the parties, and will not unreasonably withhold consent.

Within the terms of the lease, any construction, building, or related improvements made to or associated with the leased assets shall become the assets of the Lessor upon the termination of this lease agreement. The lessee shall have no right to claim any compensation from the Lessor.

2. The Lessee agrees to maintain and take care of the leased assets to undertake any renovations, repairs, or actions as detailed in this agreement, at the expense of the Lessee.

3. The Lessee has the right to use the leasehold rights under this agreement as collateral for borrowing money or for undertaking of performance under the agreement between CPTGF and other parties, by obtaining written consent from the Lessor. The Lessor shall notify the outcome of the consideration within a reasonable period, not exceeding 15 days from the date of notification, unless otherwise agreed upon by both parties. The Lessor shall not unreasonably withhold consent.

**Rights and Duties of the
Lessor**

4. In the case of C.P. Tower 2 (Fortune Town) Building: the Lessee grants permission for the Lessor to use the space in the building, which is part of the Grand Mercure Fortune Bangkok Hotel^{1/}, as well as the 10th and 29th floors of CP Tower 2 (Fortune Town) Building, which are located on the leased land, including parking spaces and access to the Grand Mercure Hotel^{1/}, which overlap in the part of leased building in accordance with the normal course of business of the Lessor, without any compensation from the Lessee.
1. The Lessor shall not sell, dispose or transfer the ownership of the leased assets to any third party, and agrees not to encumber or create any other rights in the leased assets unless the transferee from the third party agrees in writing with CPTGF to be bound and subject to the rights and duties of the Lessor under this agreement.
2. The Lessor agrees not to lease out the leased assets, provide benefits, transfer rights, use as collateral, encumber, or undertake any actions that may hinder the CPTGF's utilization of the leased assets throughout the lease term.
3. The Lessor agrees not to modify or construct any buildings related to the leased assets unless CPTGF provides prior written consent.
4. The Lessor agrees not to take any action or refrain from taking any action that would prevent the Lessee from utilizing the leased assets for the purposes of this lease agreement.
5. The Lessor agrees to immediately inform the lessee in writing upon becoming aware of any events that significantly impact or may impact the financial status of the Lessor and/or affect the performance of various duties of the Lessor under this agreement.
6. In the case of C.P. Tower 2 (Fortune Town) Building: the Lessee and the Lessor (as the owner of the Grand Mercure Hotel^{1/}) agree that CPTGF will not charge any fees to the Lessor or any individual owning the Grand Mercure Hotel^{1/} during the lease term. In the event that customers of the Grand Mercure Hotel^{1/} park their cars in C.P. Tower

2 (Fortune Town) Building, the Grand Mercure Hotel^{1/} will pay parking fees to CPTGF only if it exceeds the number agreed in the agreement in each month.

The Lessor will be responsible for expenses related to common area service charges for electricity and water usage, as well as other expenses related to the use of common areas on the 10th and 29th floors of the building, allocated to the Lessee on the proportion of space on the 10th and 29th floors of the building. The Lessee will be responsible for electricity and water charges based on actual usage at cost price (for the expenses paid by the Lessee to the government agencies inclusive of value-added tax) for the space on the 10th and 29th floors of the building.

8. In the case of C.P. Tower 3 (Phayathai) Building: Once the lease registration has been completed and the compensation has been paid to the Lessor, CPTGF agrees to accept the transfer, and the Lessor agrees and will proceed to obtain the consent of Bangkok Mass Transit System Public Company Limited for the transfer of rights and duties of the Lessor to CPTGF under the BTS walkway connecting agreement, and to include CPTGF as a party to the agreement under the BTS walkway connecting agreement instead of the Lessor without delay after signing this agreement.

Sub-lease and Transfer of Lease

1. The Lessee may transfer the lease rights under this agreement, either in whole or in part, to any individual, provided that prior written consent is obtained from the Lessor. However, such transfer must not exceed 15 days from the date of notification, unless otherwise agreed upon by both parties, and the lessor shall not unreasonably withhold consent.
2. The Lessee shall not sub-lease out the leased assets to third parties, except in the following circumstances:
 - (1) Sub-leasing out portions of the leased assets to sub-lessees for office space or retail space.

Insurance

- (2) Sub-leasing out portions of the leased assets as part of normal business of the Lessee.
 - (3) Upon obtaining prior written consent from the Lessor.
1. Throughout the lease term, the Lessee shall arrange for all risks insurance for the leased assets, with the following details:
 - a. The Lessee and the Lessor are joint insurers.
 - b. The Lessee is the beneficiary.
 - c. The Lessee is responsible for paying the insurance premium.
 - d. The insurance coverage shall not be less than the replacement cost value of the assets as appraised in the latest appraisal report at the time of insurance contract commencement or policy renewal.
 2. Throughout the lease term, the Lessee and the Lessor agree to arrange for business interruption insurance for the leased assets with an insurance company determined by the Lessee. The Lessee and the Lessor shall be joint insurers, and the Lessee shall be the beneficiary. The Lessee shall be responsible for paying the insurance premium.
 3. Throughout the lease term, the Lessee shall arrange for public liabilities insurance for the benefit of third parties, with the following details:
 - a. The Lessee and the Lessor are joint insurers.
 - b. The Lessee is the beneficiary.
 - c. The Lessee is responsible for paying the insurance premium.
 4. In the event of any damage occurring to the leased assets, whether in part or in whole, the Lessee agrees to use the compensation received from all risks insurance from the insurance company to manage construction and/or repairs of the leased assets according to the plans and schedules agreed upon by both parties. The

construction and/or repairs of the leased property must be completed within 2 years from the occurrence of the damage or within the agreed-upon period.

5. If the lease term ends before the Lessee completes the repairs of the leased assets within 2 years from the occurrence of the damage, the Lessee may terminate the agreement without being considered in breach, and neither party shall claim damages resulting from the termination. In such cases, (a) the lessee shall not be entitled to the compensation received from all risks insurance and shall promptly deliver such compensation to the Lessor within 15 days from the date of receipt, and (b) if the compensation from business interruption insurance received by the Lessee does not cover until the end of the lease term due to damage to the leased assets as per this clause, the Lessee has the right to reclaim the rent already paid to the Lessor based on the remaining lease period not covered by the business interruption insurance compensation, and the Lessor agrees to pay such rent to the lessee within 30 days from the date the Lessor is notified in writing by the Lessee along with evidence that the Lessee has received compensation from the business interruption insurance as mentioned above.

Duties to maintain Leased Assets

1. The Lessee is responsible for maintaining, repairing, and improving the leased assets to keep it in good, orderly, and suitable condition for use, as outlined in this agreement. This includes repairing and maintaining other properties with similar characteristics to the leased assets at Lessee's own expense.
2. The Lessor is responsible for repairing structural defects in the leased assets at Lessor's own expense, specifically only for those defects that occurred before the lease registration date.

If there are structural defects in the leased assets beyond the aforementioned cases, the Lessee is responsible for repairing them at Lessee's own expense.

Taxes and Fees

1. The Lessor agrees to be responsible for the lease registration fees, stamp duties, and any expenses arising from or related to the registration of the lease agreement under this agreement.
2. The Lessor is responsible for income tax, withholding tax, value-added tax, and specific business tax (if any) on their own.
3. From the date of lease registration until the end of the lease term, the Lessee shall be solely responsible for these tax burdens.

The permission to use trademarks and service marks

as a compensation received by the Lessor under this agreement. The Lessor agrees to grant the Lessee the right to use trademarks and service marks in the marks "ซี.พี.ทาวเวอร์" and "C.P. Tower" to conduct the operations of CPTGF, including obtaining benefits from the leased assets under this agreement and using them for advertising and promotion of the Lessee's business, including using such marks in any related documents. The Lessee agrees to take all necessary actions to prevent any company within the Lessor's group from suing for the use of these marks.

Subsequently, after the Lessee has registered these marks with the Department of Intellectual Property, Ministry of Commerce, the parties agree to enter into a licensing agreement for the use of the marks, with details as agreed upon by the parties and not conflicting with the terms and conditions of this agreement. The parties agree to register this agreement with the Department of Intellectual Property, Ministry of Commerce, or any other relevant authority according to the applicable legal requirements as soon as possible.

Event of Default or Event of Termination

The occurrence of any of the following events shall be considered an event of default or grounds for termination of the contract by the relevant party, as applicable.

1. Either party fails to comply with the contract or breaches any representation specified in this agreement.
2. The Lessor undergoes bankruptcy or enters into business rehabilitation proceedings under relevant laws.

**Result of the Default or
Termination of the Agreement**

3. The lease term expires without any extension.
4. The parties mutually agree to terminate the agreement in writing, or CPTGF's status is revoked or canceled by law or by order of relevant government authorities, including the Securities and Exchange Commission, the Office of the Securities and Exchange Commission, and/or the Capital Market Supervisory Board, provided that such revocation or cancellation is not due to any fault of CPTGF or the Management Company.

1. In the case where an event of default or grounds for termination of the agreement in Clause 1 and Clause 2 occurs, and the party in breach of the agreement does not proceed to rectify and comply correctly with the agreement within 30 days from the date of receiving written notice or knowledge of the breach, or within any period agreed upon by the parties which is sufficient for the rectification of the default, the non-breaching party has the right to immediately terminate this agreement, and the non-breaching party has the right to claim various damages as prescribed by law from the breaching party. Except for the failure to commence rectifying the breach within the specified period due to force majeure or because the non-breaching party is responsible.

In the case where the Lessor is the party in breach and the Lessor does not rectify and comply as specified in this contract, the Lessee has the right to claim various damages as prescribed by law from the Lessor, including loss of benefits from the Lessee's inability to use the leased assets for the remaining lease term.

2. In the event of a default or grounds for termination of the agreement in Clause 3 and Clause 4, this agreement shall be deemed terminated, and each party shall not have the right to claim damages, expenses, or any other compensation from the other party.
3. Upon termination of the agreement, the Lessee shall return the leased assets to the Lessor in the condition it is in at that time,

Remarks

including any component's part and equipment attached to the leased assets at that time, as maintained by the Lessee according to the details specified in this agreement.

1/ As of the date of this document, "Grand Mercure Fortune Bangkok Hotel" or "Grand Mercure Hotel" is named "Grand Fortune Bangkok Hotel".

2/ The parties have registered the said agreement at the relevant Land Office as follows:

C.P. Tower 1 (Silom) Building (Bangkok Land Office)

- Lease Agreement of Lands total 2 Title Deeds, with a term of 30 years (Tor.Dor. 36) (Land Title Deed No. 557 and 2587) between C.P.Land Public Company Limited and C.P. Tower Growth Leasehold Property Fund dated 4 December 2013.

C.P. Tower 2 (Fortune Town) Building (Bangkok Land Office, Huai Kwang Branch)

- Lease Agreement of Partial Lands, with a term of 30 years (Tor.Dor. 36 Khor) (Land Title Deed No. 13243) between C.P.Land Public Company Limited and C.P. Tower Growth Leasehold Property Fund dated 4 December 2013.
- Lease Agreement of Lands total 9 Title Deeds, with a term of 30 years (Tor.Dor. 36) (Land Title Deed No. 3106, 3107, 3108, 3109, 3110, 3112, 3114, 3116 and 3117) between C.P.Land Public Company Limited and C.P. Tower Growth Leasehold Property Fund dated 4 December 2013.

C.P. Tower 3 (Phayathai) Building (Bangkok Land Office, Huai Kwang Branch)

- Lease Agreement of Lands total 2 Title Deeds, with a term of 30 years (Tor.Dor. 36) (Land Title Deed No. 9355 and 9356) between C.P.Land Public Company Limited and C.P. Tower Growth Leasehold Property Fund dated 4 December 2013.

1.1.2. Property Manager Appointment Agreement dated 3 December 2013

Parties

- C.P. Tower Growth Leasehold Property Fund (“CPTGF”)
- C.P.Land Public Company Limited (the “Property Manager”)

Duties of the Property Manager

The Property Manager agrees to manage and administer the immovable properties as specified in this agreement.

"Projects" means C.P. Tower 1 (Silom) Building, C.P. Tower 2 (Fortune Town) Building, and C.P. Tower 3 (Phayathai) Building, solely in the portions leased by CPTGF under the Lease Agreements of Land and Building.

"Immovable Properties" means the Projects and any rights received by CPTGF as a lessee in the Projects, such as rights under tenant lease agreement, tenant utility service agreement, security deposit rights, and any other assets related to the Projects as agreed upon by CPTGF for the Property Manager to manage, as notified in writing periodically by CPTGF.

The summarized duties of the Property Manager are as follows:

1. Determining Projects management policy.
2. Determining Projects business plan.
3. Advising on the method to increase returns.
4. Evaluating and analyzing operational performance and reporting on the returns to CPTGF.
5. Advising CPTGF on annual assets appraisal to determine the current value of the assets.
6. Analyzing and providing investment advice to CPTGF to the channel for the additional asset investment.
7. Complying with policies approved by CPTGF
8. Maintaining and ensuring the cleanliness of assets within the Projects.
9. Procuring of benefits for CPTGF.

Compensation and Expenses

10 Providing services to tenants and space utilizers within the Projects.

11. Collecting rental fees for remittance to CPTGF.

CPTGF agrees to pay compensation for managing and administering the immovable properties to the Property Manager on monthly basis, as follows:

1. Rental collection fees, monthly payment, at the rate of 3.50 percent of the monthly Gross Property Revenue.

“Gross Property Revenue” means total income received by CPTGF from procurement of benefits in the project, including income from parking fees, income from promotion area, income from events in the project and income from shopping cart stores or product sales booth (Kiosk) and income from providing liquefied petroleum gas system services, etc., but does not include interest income, property tax income collected from tenants and income from providing electrical and water system services.

2. Utility system management fees, monthly payment, at the rate of 0.50 percent of monthly revenue from providing Utility System.

“Utilities system” means the electrical system and water system.

3. Immoveable properties management fees, monthly payment, at the rate of 0.30 percent per year of the Net Asset Value of CPTGF in the previous month.

“Net Asset Value” means the net asset value of CPTGF calculated by the Management Company according to the method specified in the Fund scheme of CPTGF, which is calculated on the last business day of the month.

4. Incentive fees to encourage the immovable properties management, monthly payment, at the rate of 2.35 percent of monthly Net Property Income.

“Net Property Income” means total income received by CPTGF from procurement of benefits in the project, including income from parking fees, income from promotion area, income from events in the project and

income from shopping cart stores or product sales booth (Kiosk) and income from providing liquefied petroleum gas system services, etc., but does not include interest income, property tax income collected from tenants and income from providing electrical and water system services deducted by total costs and expenses incurred from procurement of benefits in the project. Such expenses do not include rental collection fees according to Clause 1, utility system management fees according to Clause. 2, immovable properties management fees according to Clause 3. and property tax expenses.

5. Commission Fees from recruiting tenants when entering into a rental agreement with a new tenant or there is a renewal of the lease agreement. The details are as follows:

Calculated from the rental rate and monthly service fee of that tenant.

- (1) In the case of the original tenant renewing the rental agreement.

- The rental period is equal to or more than 3 years, the commission fees shall be equal to half a month's rental fees and service fees. In cases where the rental period is less than 3 years, the commission fees shall be equal to half a month's rent and service fee, multiplied by the proportion of the rental period that is less than 3 years.

- (2) In the case of entering into an agreement with a new tenant.

- The rental period is equal to or more than 3 years, the commission fees will be equal to 1 month's rental fees and service fees, in cases where the rental period is less than 3 years, the commission fees shall be equal to 1 month's rental fees and service fees multiplied by the proportion of the rental period that is less than 3 years.

6. Overseeing works fee which will be considered as building renovation cost, will have a fee at the rate of 2 percent of the building renovation cost as approved by CPTGF as actually paid. However, does not include normal building maintenance. and the cost of purchasing assets that are performed normally.

In this regard, the compensation for the Property Manager as stipulated in Clause 1 to 6 above shall be paid on a monthly basis. The rate of compensation mentioned herein excludes value-added tax, specific business tax, and withholding tax.

During any period where the Property Manager do not perform their duties for the entire month, the Property Manager shall receive compensation according to the provisions stated herein, proportionate to the actual duration of their duties performed, with one month considered to have 30 days.

Agreement Terms

Under the terms and conditions of this agreement, the parties agree that the Property Manager shall perform various duties as specified in this agreement for a period of 10 years from the effective date of this agreement and this agreement shall automatically renew for 2 times, each for a period of 10 years, unless either party expresses a desire not to renew the agreement and notifies the other party in writing at least 180 days prior the agreement expiration date.

Furthermore, when the agreement is renewed, the conditions and criteria of the renewed agreement shall be as specified in this agreement, except for the compensation rate, which shall be subject to mutual agreement, by taking into account the past performance of the Property Manager and the compensation rates of other service providers as generally specified.

Non-Competition of the Property Manager

1. Subjected to the provision of Clause 2, the Property Manager agrees to CPTGF that will not engage in or manage office building businesses that compete with the Projects and will not allow subsidiaries to engage in such business or manage office buildings in the following areas, unless consent is obtained from CPTGF:

- a. Both sides of Silom Road, within a distance of 300 meters from the road counted from the edge of C.P. Tower 1 (Silom) Building, on both sides.
- b. Both sides of Ratchadaphisek Road, within a distance of 300 meters from the road counted from the edge of C.P. Tower 2 (Fortune Town) Building, on both sides.
- c. Both sides of Phayathai Road, within a distance of 300 meters from the road counted from the edge of CP Tower 3 (Phayathai), on both sides.

In this regard, engaging in businesses or managing office buildings that compete with the above-mentioned Projects refers to managing office buildings to provide benefits to the owners or owners of those buildings, including business planning, advising on the channels to increase returns, and finding tenants. However, this does not include maintaining Engineering Systems and General Building Management of such buildings.

"General Building Management" means maintaining security, cleanliness, environmental conditions, and renovation of buildings.

"Engineering Systems" means civil engineering systems, building systems engineering, including electrical, communications, air conditioning systems, healthcare systems, safety engineering, public health and environmental, energy engineering.

"Office building" means buildings used as office buildings and/or rented space for general retail stores of the same type as the Projects, or the same type of immovable properties in which CPTGF will invest in the future.

- 2. CPTGF allows the Property Manager to continue managing the immovable properties where the Property Manager are currently managing (**"Existing Property"**) under the same conditions until the end of the agreement and the Property Manager agrees to the following actions:

- (a) In the event that the Projects have any rental space not covered by a lease, the Property Manager agrees to offer rental space in the Projects to any individual who contacts them to rent space before offering rental space in the Existing Property to those individuals; and
- (b) The Property Manager agrees not to take any action to allow the tenants of the Projects to rent space in the Existing Property, except in cases where the Property Manager have already offered rental space in the Projects to those individuals, but they rejected renting space in the Projects and chose to rent space in the Existing Property instead.


Termination of the Agreement

This agreement may be terminated by either party in the event of any of the following circumstances, provided that the relevant party notifies the other party in writing at least 90 days in advance:

1. CPTGF has the right to terminate the agreement under any of the following circumstance:
 - (a) The Property Manager are declared bankrupt by the court, or are ordered to liquidate, or are in the process of liquidation or bankruptcy proceedings.
 - (b) There is a request to rehabilitate the business of the Property Manager to the court or relevant government agency which affects the ability of the Property Manager to repay debts or comply with this agreement.
 - (c) There is a change in the shareholding structure that significantly affects the Property Manager's ability to fulfill the Property Manager's obligations under this agreement, except for changes in shareholding structure due to listing on the Stock Exchange of Thailand by the Property Manager.
 - (d) If the net profit for any accounting period from the management and administration of the immovable properties by the Property Manager is less than 50 percent of the net profit as specified in

the annual operating plan of the Projects approved by CPTGF.

- (e) The Property Manager fails to perform their duties regarding the finances of CPTGF intentionally or with gross negligence.
 - (f) The Property Manager lacks qualifications or engage in actions that conflict with the interests of CPTGF and result in damage to CPTGF.
2. The Property Manager has the right to terminate the agreement under any of the following circumstances:
- (a) The Management Company is declared bankrupt by the court, or is ordered to liquidate, or is in the process of liquidation or bankruptcy proceedings.
 - (b) There is a request to rehabilitate the business of the Management Company to the court or relevant government agency.
 - (c) The Management Company fails to manage CPTGF according to the terms specified in CPTGF's Fund Scheme, which results in significant harm to CPTGF or the Projects.
3. Either party has the right to terminate the agreement under any of the following circumstances:
- (a) Upon the dissolution of CPTGF as specified in the "Dissolution of CPTGF" section of CPTGF's Fund Scheme or when the Securities and Exchange Commission orders the dissolution of CPTGF, excluding the cases where CPTGF converts into a real estate investment trust.
 - (b) The Projects are completely destroyed or significantly damaged, and CPTGF does not intend to procure benefit from the Projects anymore, which makes it impossible for the Property Manager to fulfill their obligations as specified in this agreement.
 - (c) When there is a change in the relevant laws that prevents either party from performing its material obligations under this agreement.

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- (d) Either party breaches or fails to perform its obligations under this agreement, or performs such obligations incompletely or inadequately, and the other party and the breaching party do not rectify the breach within 90 days from the date of notification by the non-breaching party in writing.
 - (e) CPTGF disposes the leasehold rights of the Projects.

1.2. Agreements in relation to the procurement of benefits of CPTGF

CPTGF procured benefits by leasing out the assets and granting right over space to the tenant, whereby the number of agreements with tenants that is entered by and between CPTGF and tenants, information as of May 2024, having a total of approximately 800 tenants, consisted of various tenant such as (1) C.P. Group (2) TRUE Group and (3) other tenants. In this regard, the main type of lease and granting right of space are summarized as follows:

- (1) Tenants who used space as an office
- (2) Tenants who used space as a retail shop
- (3) Tenants who used the space for other purposes such as storage rooms, to install automated teller machine, advertising signs, etc.

1.3. Any other agreements entered by and between CPTGF and other parties, which are still currently effective on the Assets and Liabilities Transfer Date

If there is any other agreement that is entered by and between CPTGF and other parties, which are still currently effective on the Assets and Liabilities Transfer Date. CPTREIT will procure the transfer of rights and duties of CPTGF in such agreement to CPTREIT.

2. Summary of pending litigation of CPTGF which are under the Court's consideration and/or legal enforcement

As of 15 May 2024, CPTGF has pending litigation of CPTGF which are under the Court's consideration and/or legal enforcement which is litigation in relation to the tenants in C.P. Tower 2 (Fortune Town), which can be classified as 3 categories as follows:

- 1) Lawsuit that CPTGF is the defendant and is under the Court of First Instance's consideration of 1 lawsuit with the total value of approximately Baht 12.5 million.

- 2) Lawsuit that CPTGF is the defendant and is under the Court of Appeal's consideration of 1 lawsuit with the total value of approximately Baht 1.7 million.
- 3) Lawsuit that CPTGF is the plaintiff and a judgement has been rendered by the Court adjudging the tenant to pay rental fees and/or damages of 1 lawsuit and are under legal enforcement process with the total value of approximately Baht 1.5 million.

CPTGF will transfer its rights and obligations under the aforementioned litigation to CPTREIT and CPTREIT will apply to the Court or relevant authority to allow CPTREIT to become a party in the litigation and/or assume the rights as the creditor under the Court's judgement, in place of CPTGF to proceed with the various process, as well as becoming a responsible person for the expense in relation to such proceeding.

However, for the litigation of CPTGF which are under the Court's consideration and/or legal enforcement shall be under the discretion of the Court or relevant authority to allow CPTREIT to become a party in the litigation and/or assume the rights as the creditor under the Court's decision, in place of CPTGF. Whereas, if the Court does not allow such action, CPTGF will carry on with the proceedings.

Nonetheless, such litigations have no significance that might affect the future operation of CPTREIT or is a significant litigation regarding operations that have been disclosed to investors through reports of the CPTGF, the disclosure system of the Stock Exchange of Thailand, or other similar channels.

3. Status of the Arrangement for the Agreement or Consent from the Counterparties to change the Party of the Agreement from CPTGF to CPTREIT

The relevant party to the agreements in relation to the assets and operation of CPTGF, that is to say, C.P. Land Public Company Limited, had been informed and notified the plan to transfer Assets and Liabilities of CPTGF and the change the party of the agreements from CPTGF to CPTREIT.

Furthermore, at present, the Management Company is in the process of considering to notify the tenants regarding the plan to transfer the rights and duties of CPTGF and the change of party from CPTGF to CPTREIT.