

Annual Report 2024

LHHOTEL

LH Hotel Leasehold Real Estate Investment Trust
(LHHOTEL)



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Part 1

Summary of the Important Information

This Summary of the Important Information is part of the yearly Annual report and the trust's Prospectus which is only the summary of offering, characteristic and risk of the trust. Therefore, investors have to study further details in the full version of the trust's prospectus which could be requested from the underwriters and the REIT manager or study further in the Annual report or the prospectus which was submitted to the Securities and Exchange Commission ("SEC") which available on www.sec.or.th or the REIT's website.

Data as of 31 December 2024

REIT Name	LH HOTEL LEASEHOLD REAL ESTATE INVESTMENT TRUST
Abbreviation	LHHOTEL
REIT Manager	Land and Houses Fund Management Co., Ltd.
Trustee	SCB Asset Management Company Limited
Auditor	EY Office Company Limited
Inception Date	11 December 2015
Project/ Leasehold Period	<p>1. Grande Center Point Hotel Terminal 21 expires on 31 August 2040. The remaining leasehold period is 15.7 years as of 31 December 2024.</p> <p>2. Grande Centre Point Hotel Ratchadamri, expires on 31 May 2038. The remaining leasehold period is 13.4 years as of 31 December 2024.</p> <p>3. Grande Centre Point Hotel Sukhumvit 55, expires on 31 March 2047. The remaining leasehold period is 22.3 years as of 31 December 2024.</p> <p>4. Grande Centre Point Hotel Pattaya, expires on 13 January 2049. The remaining leasehold period is 24.0 years as of 31 December 2024.</p> <p>5. Grande Centre Point Hotel Space Pattaya, expires on 13 January 2052. The remaining leasehold period is 27.7 years as of 31 December 2024.</p>
W.A.L.E	21.4 years ^{/1}
Type of Investment	Leasehold 100%

Remark¹: Calculated on latest Appraisal value.

Warning: In the case of trusts whose main assets have a limited lifespan: (if there is no capital increase) the value of the main assets will gradually decrease to zero.

Market Cap	14,160.42 MB	Closing Price (as of last operating date)	13.50 THB
		(30 December 2024)	
Number of units	1,048,919,900 units	Capital from Unitholders	11,128.92 MB
Net Asset Value (NAV)	13,548.46 MB	NAV per unit	12.92 THB
		Par value	10 THB/Unit
P/NAV	1.05	WALE^{/1} (year)	21.4
		Inception Date	11 December 2015

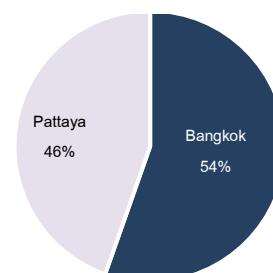
Remark¹: Calculated on latest Appraisal value.

REIT's Capital Structure as at 31 December 2024

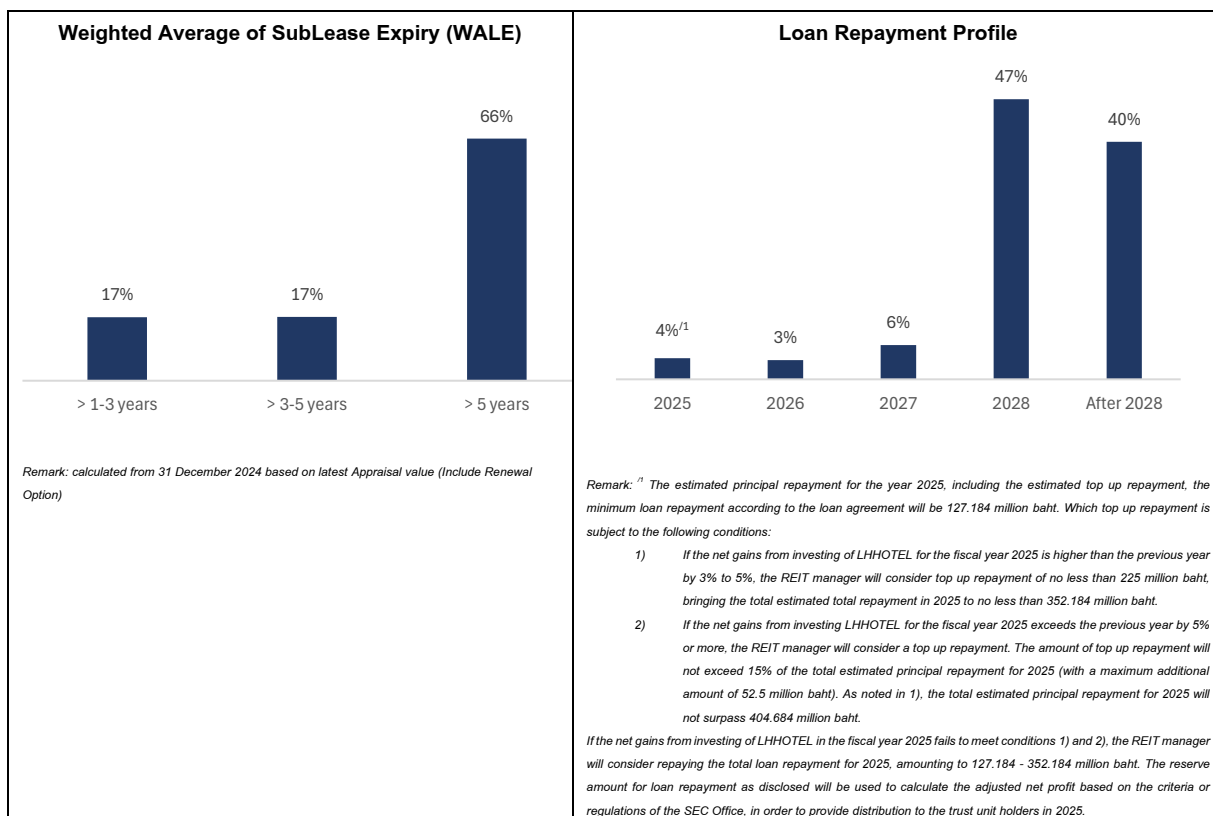
Total Assets	23,607.68 mb
Liabilities	10,059.22 mb
Net Assets	13,548.46 mb
Retained Earnings	2,419.54 mb
Debt/Total Assets	41.65 ^{/1}

Remark: ^{/1} Debt ratio calculates from interest-bearing debt stipulated in the loan agreements, whilst total liabilities-to-total assets is approximately 42.13%.

Location Diversification



Remark: Calculated on latest Appraisal value.



Investment Property	Appraisal Value	Appraiser
Grande Center Point Hotel Terminal 21	4,506 MB	Asian Engineering Valuation co., Ltd.
Grande Centre Point Hotel Ratchadamri	3,890 MB	Asian Engineering Valuation co., Ltd.
Grande Centre Point Hotel Sukhumvit 55	3,928 MB	Asian Engineering Valuation co., Ltd.
Grande Centre Point Hotel Pattaya	3,247 MB	15 Business Advisory Limited co., Ltd.
Grande Centre Point Hotel Space Pattaya	7,121 MB	15 Business Advisory Limited co., Ltd.

Remark: Based on latest appraisal value. In addition, trust unitholders can consider the details of the property appraisal report at the link below.

<https://www.lhhotelreit.com/appraisalreport> or email at property@lhfund.co.th

Major Unitholders at 30 December 2024		
Name	Number of units	Percent (%)
1. LH Mall & Hotel Co., Ltd.	273,130,006	26.0%
2. LH Financial Group Public Company Limited	48,099,226	4.6%
3. Muang Thai Life Insurance Public Company Limited	47,860,122	4.6%
4. Land and Houses Bank Public Company Limited	26,970,060	2.6%
5. SCB Property and Infrastructure Flexible Fund	23,863,642	2.3%

Foreign Limit: 100% Current Foreign Holding: 0.68%

Distribution Payment policy:

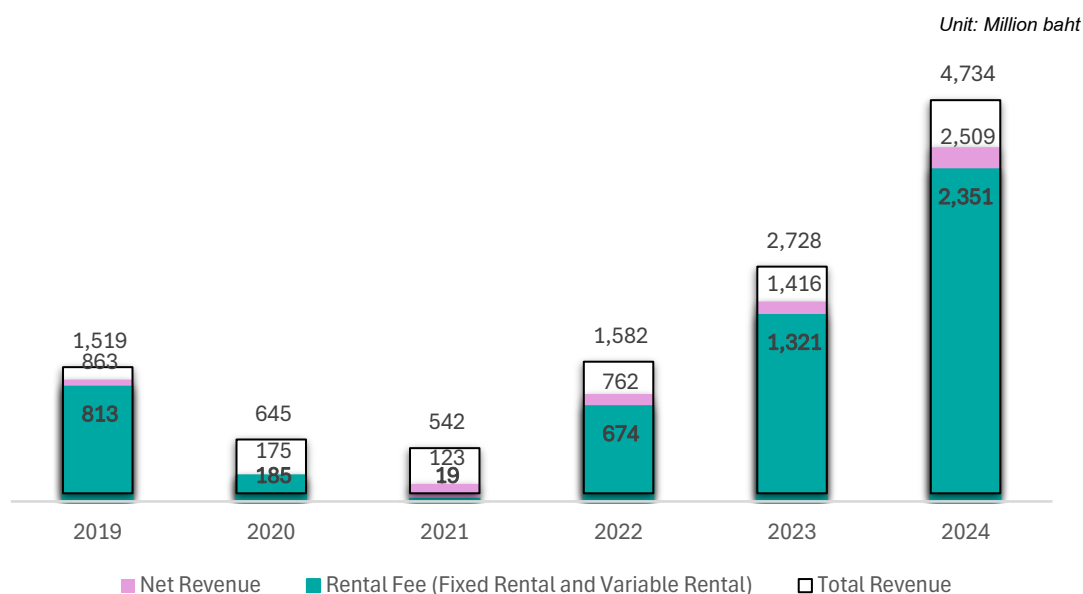
- The REIT Manager shall make a distribution payment to its unitholders at a rate of no less than 90% of its adjusted net profit for each fiscal year.
- the distribution payment shall be made no less than twice a year. The REIT Manager shall make distribution to the Unitholders within 90 days from the last date of the fiscal year or the end of the accounting period in which there is a distribution, as the case may be.

In this regard, The REIT Manager has considered the distribution based on liquidity of LHHOTEL in accordance with the announcement of the Securities and Exchange Commission.

Operating Period	Distribution Payment (per unit)		
	Distribution	Capital Reduction	Total
Inception date - 2017	1.9535	-	1.9535
2018	1.1000	-	1.1000
2019	1.1100	-	1.1100
2020 ^{/1}	0.1000	-	0.1000
2021 ^{/1}	-	-	-
2022 ^{/1}	0.7000	-	0.7000
2023	1.1500	-	1.1500
2024	1.3325	-	1.3325
Total	7.446	-	7.446

Remark:^{/1} During the operational period from April 1, 2020, to June 30, 2022, LHHOTEL suspended the payment of benefits due to the COVID-19 situation, as considered from the adjusted net profit according to the announcement of the Capital Market Supervisory Board, No. Thoronr/J. 36/2020, regarding the temporary exemption for the operations of real estate mutual funds, infrastructure funds, and real estate investment trusts due to the outbreak of the Coronavirus Disease 2019 (COVID-19). Additionally, the announcement of the Securities and Exchange Commission (SEC) No. Sor. 26/2012, regarding the provisions on items and statements in the trust deed of real estate investment trusts, stipulates that the trust manager must pay no less than 90% of the adjusted net profit each fiscal year. However, during the period from April 1, 2020, to June 30, 2022, the trust experienced negative net profit or accumulated losses, thus preventing the payment of benefits.

Operating Performance of Sublessee and Rental Fee (Fixed Rental and Variable Rental)



Remark : For year 2020-2022, All projects operated under abnormal conditions due to the spread of COVID-19 and city lockdown measures to control the outbreak

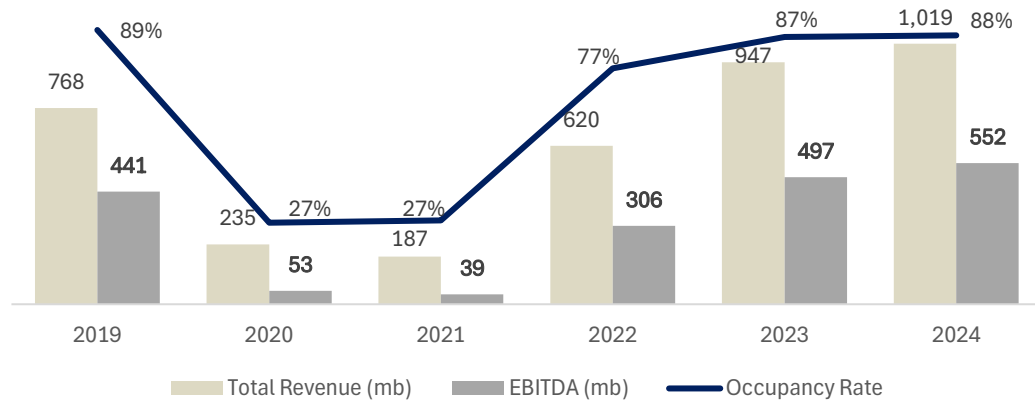
Net revenue calculated from total revenue minus costs and expenses incurred in operations.

Rental fees to the trust consist of rent received by LHHOTEL from LHH, including fixed rent and variable rent (If any).

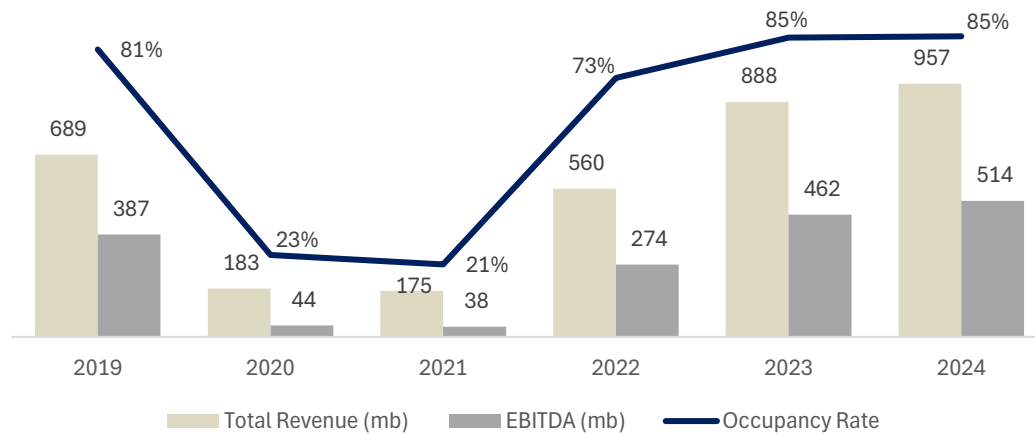
❖ Historical Performance

Total Revenue (MB), EBITDA (MB), Occupancy Rate

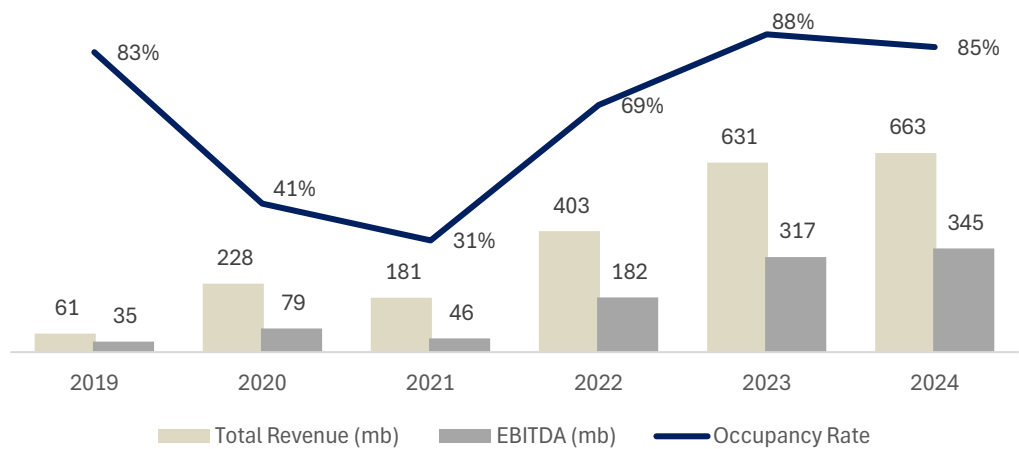
Grande Centre Point
TERMINAL 21 · BANGKOK

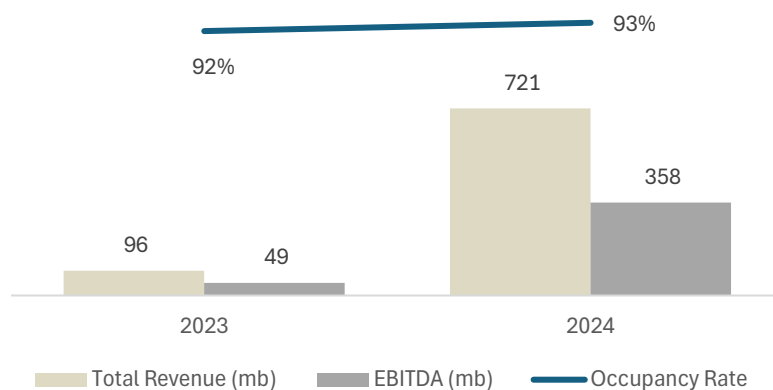


Grande Centre Point
RATCHADAMRI · BANGKOK

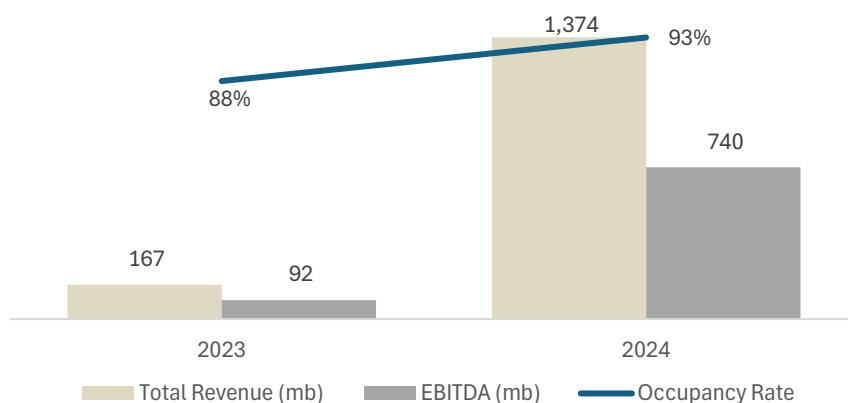


Grande Centre Point
SUKHUMVIT 55 · BANGKOK



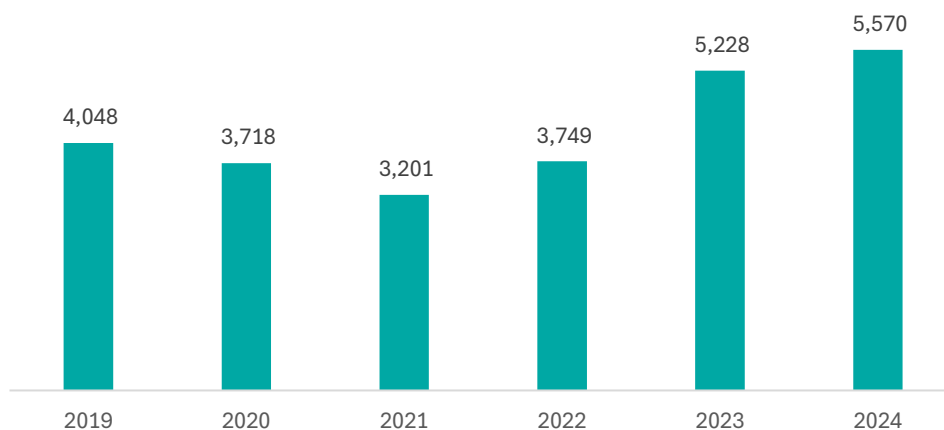


Remark : LHHOTEL invested in the Grande Centre Point Hotel Pattaya November 15, 2023. The performance for the year 2023 are specific to the period from November 15, 2023 to December 31, 2023.

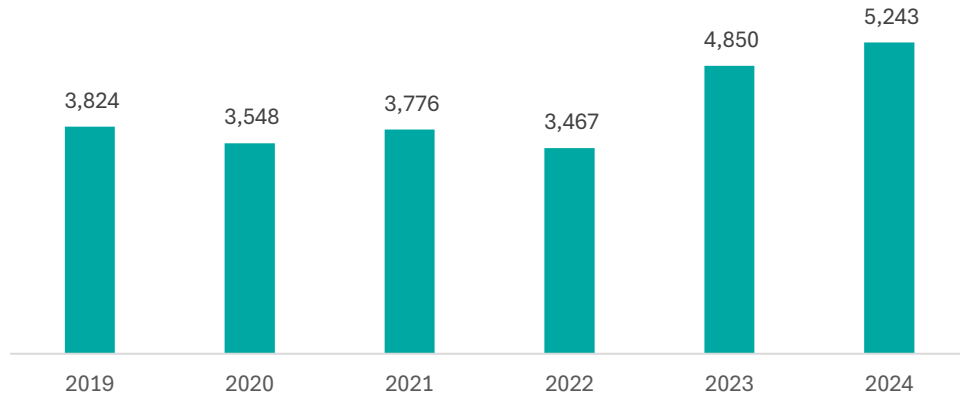


Remark : LHHOTEL invested in the Grande Centre Point Space Pattaya November 15, 2023. The performance for the year 2023 are specific to the period from November 15, 2023 to December 31, 2023.

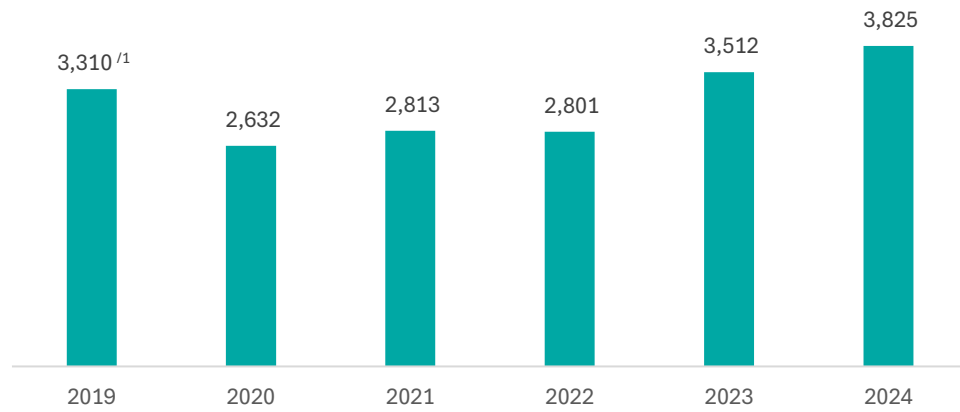
❖ **ARR (THB/room/night) (Exclude VAT, Service charges, ABF)**



Grande Centre Point
RATCHADAMRI · BANGKOK



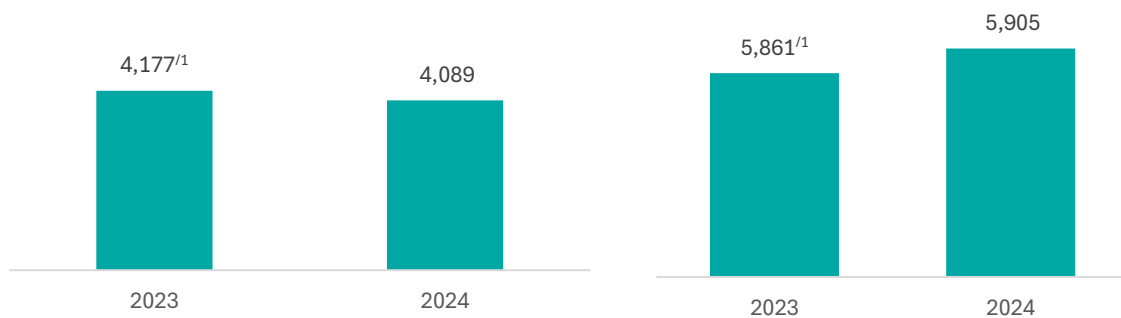
Grande Centre Point
SUKHUMVIT 55 · BANGKOK



Remark : ^{/1} LHHOTEL invested in the Grande Centre Point Sukhumvit 55 on November 22, 2019. The average room rates as shown, are specific to the period from November 22, 2019, to December 31, 2019.

Grande Centre Point
PATTAYA

Grande Centre Point
SPACE
PATTAYA



Remark : ^{/1} LHHOTEL invested in the Grande Centre Point Pattaya and Grande Centre Point Space Pattaya November 15, 2023. The average room rates for both hotels, as shown, are specific to the period from November 15, 2023, to December 31, 2023. However, when considering the full year of 2023, the average room rate for Grande Centre Point Pattaya was 3,758 THB/room/night, and Grande Centre Point Space Pattaya project, it was 5,516 THB/room/night.

Historical Performance

Key Performance	2022	2023	2024
Revenue (THB)	673,508,916	1,320,810,549	2,351,351,372
Other Income (THB)	2,600,279	4,646,427	1,551,483
Net investment income (THB)	416,750,037	949,267,941	1,794,400,770
Net increase in net assets resulting from operations (THB)	711,268,769	1,576,926,569	2,577,417,449
EPU (THB)	1.32	1.50	2.46
DPU (THB)	0.70	1.15	1.3325
Capital Reduction	-	-	-
Debt/Total Asset Value Ratio (%) ¹	46.91%	45.06%	42.13%
Interest Cost (%)	3.37%	3.87% ²	4.64%
Operating Cash Flow (THB)	237,003,985	(8,396,234,904)	2,024,623,842
Investing Cash Flow (THB)	-	-	-
Financing Cash Flow (THB)	(266,206,277)	8,383,245,290	(2,017,224,490)
Net Cash Flow (THB)	(29,202,292)	(12,989,614)	7,399,352
NAV (THB)	6,307,030,256	12,245,478,816	13,548,458,585
P/NAV (Times)	1.04	1.02	1.05
Dividend Yield ² (%)	5.74%	9.66%	9.87%
Market Cap (THB)	6,562,622,780	12,482,146,810	14,160,418,650
Closing Price (THB)	12.20	11.90	13.50

Remark: ¹ Debt means long term loan per financial statement.

² The dividend yield is calculated from the closing price on the last trading day of the year.

Management Discussion and Analysis

As of 31 December 2024, the total income of REIT was at Baht 2,352.90 million, Essentially, rental income was at 2,351.35 million baht, compared to the previous year's 1,320.81 million baht, marking an increase of approximately 1,030.54 million baht. The major reason is the recognition of full year performance from the Grande Centre Point Space Pattaya and Grande Centre Point Pattaya. Additionally, the income increase came from the performance improvement of the trust's existing hotel projects, aligning with the continuous recovery trend of Thailand's tourism sector.

For the REIT's expenses in 2024, during the operating period from 1 January to 31 December 2024, the REIT had a total expense of Baht 558.50 million which increased amounted to Baht 182.31 million, compared to the same period of the preceding year amounting to Baht 376.19 million. The increases were mainly from the higher finance cost from loan use for 3rd additional asset acquisition of Grande Centre Point Pattaya and Grande

Centre Point Space Pattaya and partly increase of REIT management, trustee and register fees in relation to size of REIT total asset value.

As the operating results for the year 2024 (Period of 1 January 2024 – 31 December 2024), the REIT had a net gains from investing of Baht 1,794.40 million, an increase approximately 89.03% or Baht 845.13 million from the previous year. Furthermore, LHHOTEL had a total net gain on investments at fair value through profit approximately Baht 783.02 million. The increase was mainly from the change of fair value of investment in properties revalued in 2024 because the valuation assumptions reflected the continuous recovery of tourism situation and recovery of the operating performance of the investment hotels of LHHOTEL. As a result, REIT had net assets from operating activities of Baht 2,577.42 million, an increase from 1,576.93 million baht, representing an increase of approximately 63.45 percent or approximately 1,000.49 million baht. As of December 31, 2024, LHHOTEL has a total net asset value of 13,548.5 million baht or equivalent to Baht 12.9165 per unit, an increase from Baht 12,245.5 million in 2023.

Type of the Audit Report

☒ Unqualified Opinion with an emphasis of matters/others

Summary of the Loan Agreements.

Details are shown in Part 2 (2.6 Borrowings)

Fee and expenses table

(For period 1 January -31 December 2024)

Chargeable Expenses to the REIT	Amount	As per the Project	% of Net Profit ^{/3}
	Unit: Thousand Baht		
REIT Management Fee ^{/1}	26,986.58	Not exceeding 1.0% of TAV	1.50%
Trustee Fee ^{/2}	17,541.28	Not exceeding 0.85% of TAV	0.98%
Registrar Fee	3,032.77	Not exceeding 1.0% of NAV	0.17%
Professional Fee	3,380.99	As Actually Incurred	0.19%
Interest Expenses	462,540.02	As Actually Incurred	25.78%
Rental Cost	40,716.03	As Actually Incurred	2.27%
Administration Expenses	4,304.43	As Actually Incurred	0.24%
Total Expense	558,502.09		

Remark: 1. REIT Management Fee is not charged based on the net profit but is an estimated percentage of net profit.

In addition, the REIT manager's fee is collected at a rate not exceeding 1 percent per annum of the total asset value of the Trust, with a minimum fee of Baht 3,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes). The effective date is 1 July 2023.

2. The Trustee fee is not charged based on the net profit but is an estimated percentage of net profit. Additionally, the Trustee fee is collected at a rate not exceeding 0.85 percent with a minimum fee of Baht 2,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes). The effective date is 1 July 2023.

3. Net profit, based on the net gains from investing for the year 2024, as per the financial statements audited by the auditors, was at 1,794.4 million Baht.

4. Fees and various expenses charged to the fund are inclusive of value-added tax, specific business tax, or any similar taxes (if applicable). However, project fees or expenses are exclusive of value-added tax.

5. Total Asset Value or TAV.

6. Net Asset Value or NAV.

Key Risk Factors

1. Risks related to the REIT or its operations
<ul style="list-style-type: none">- The success of the REIT depends on the ability of the REIT Manager, the Sub-lessee, and the Hotel Manager in the management and procurement of benefits from the Core Properties.- The REIT's revenue relies on Sub-lessee's financial status and decision to renew the lease upon expiration.- The REIT's revenue relies on capabilities to seek for benefits of the Sub-lessee, and terms and conditions of the sub-lease agreement.- Sub-lessee's financial status and decision to renew the lease upon expiration.- Risk may occur as a result of renovation of immovable properties by the REIT.- Risks that may occur as a result of loan by the REIT.- The changes in the taxation policy applicable to investment in the Units of the REIT.- The REIT will not be a direct party to the land lease agreement for the Grande Centre Point Hotel Terminal 21 Project, the Grande Centre Point Hotel Ratchadamri, the Grande Centre Point Hotel Sukhumvit55, Grande Center Point Pattaya Project and the Grande Center Point Space Pattaya Hotel Project.- Risks that may occur as a result of cancellation of the Agreement to Leased Land, Building, and Constructions of the Grande Centre Point Hotel Ratchadamri Project.- The REIT may not be able to use the leased or subleased properties if the Lessor or the Sub-lessor is in breach of the Lease or Sublease Agreement.- There may be a risk when a new sub-lessee may not be sought in the future and not being able to find a sub-lessee who can pay the same or higher rental fee in the future.- Risk from the spread of contagious diseases, Consumer behavior has changed during this unusual situation. or other serious public health problems.
2. Risks Relating to the Core Properties
<ul style="list-style-type: none">- The REIT may encounter risks resulted by economic volatility and local tourism business conditions.- Core Properties may encounter some risks from higher competition in the hotel and tourism industry.- Potential damage or loss if the Core Properties may not be covered by insurance due to the provisions and conditions specified in the land lease agreement for the Grande Centre Point Hotel

Terminal 21 Project which could have an adverse effect on the REIT's ability to receive compensation in case of damages to the Grande Centre Point Hotel Terminal 21 Project.

- The construction of planned transportation infrastructure and renovation projects scheduled to be carried out near the Core Properties may disrupt access to the Core Properties.
- The use of the area connecting some parts of the Core Properties to the BTS Asoke Station is subject to expiration.
- Natural disasters and other force majeure, terrorism, epidemics and war may have negative impact on the REIT's revenue.
- Value of the Core Properties, as appraised by the Appraisal Firms, does not always indicate the intrinsic value of the Core Properties, or it could not guarantee that the selling price of such Core Properties shall be in line with the appraised value, either presently or in the future.
- A reduction of the fair value of Core Properties and an investment in the leasehold right to Core Properties would have an adverse impact on REIT's profit and loss statements, net asset value, and ability to make distribution payments.
- The REIT may not be able to use the gateway of the Grande Centre Point Hotel Ratchadamri Project as the newly invested properties are located at Soi Mahadlekluang 1.
- The value of investment in the leasehold right of immovable properties will decrease in accordance with the remaining lease term.

3. Risks relating to Investment in immovable property

- General risks associated with investment in real estate property.
- The REIT may be adversely affected by the illiquidity associated with real estate investment and the lack of alternative uses for its Core Properties.
- The Core Properties may be expropriated.
- Political risks
- The accounting standards and related laws and regulations in Thailand are subject to change.
- Conflicts of interest between the REIT Manager and the Sub-lessee operating the hotel business, and the Hotel Manager may arise.

4. Risks related to Investment in the Units of the REIT

- The prices of the REIT units traded in the secondary market may be lower than the purchase price.
- The Unitholders of the REIT are not able to redeem the REIT units.
- The value of the REIT units may fall if the offer price of the newly issued REIT units is lower than the unit value before offering the new units.
- Selling of the REIT units by the shareholders, and/or affiliated companies of the shareholders, of the company selling properties to the REIT in significant amount may adversely impact the market price of the REIT units.
- Return of capital paid to Unitholders following termination of the REIT may be lower than the investment amount during the offering of REIT units in the primary market.
- The net asset value of the REIT may not be the same as the current market price quoted on the Stock Exchange of Thailand
- The net asset value of the REIT is not the intrinsic value of the properties that the REIT will receive upon disposition of all such properties or upon termination of the REIT.

General Information

REIT Manager	Land and Houses Fund Management Company Limited
Address	11 Q.House Sathon Building Fl.10 and14, South Sathon Road, Thungmahamek, Sathon, Bangkok 10120
Telephone	0-2286-3484, 0-2679-2155
URL	www.lhfund.co.th

Trustee	SCB Asset Management Company Limited
Address	7-8th Floors, SCB Park Plaza 1, No. 18 Ratchadapisek Road, Chatuchak, Bangkok 10900
Telephone	02-949-1500
URL	http://www.scbam.com/

Part 2

Operations of the REIT

1. Information of the REIT

Name (in Thai)	ทรัสต์เพื่อการลงทุนในสิทธิการเช่าอสังหาริมทรัพย์ แอล เอช โฮเทล
Name (in English)	LH Hotel Leasehold Real Estate Investment Trust
Abbreviation	LHHOTEL
Type	A trust certificate representing the right of the holder as a beneficiary of the REIT (Unit)
REIT Manager	Land and Houses Fund Management Company Limited
Trustee	SCB Asset Management Company Limited
Financial Adviser	Siam Commercial Bank Public Company Limited
Investment Projects	<ol style="list-style-type: none">1.) The Grande Centre Point Hotel Terminal 21 Project on 16 December 20152.) The Grande Centre Point Hotel Ratchadamri Project on 15 June 20173.) The Grande Centre Point Hotel Sukhumvit 55 Project on 22 November 20194.) The Grande Centre Point Hotel Pattaya Project on 15 November 20235.) The Grande Centre Point Hotel Space Pattaya Project on 15 November 2023
Type of Investment	<ol style="list-style-type: none">1. Investment in the leasehold rights of building for a period of approximately 25 years for the Grande Centre Point Hotel Terminal 21 Project. (Currently 15.7 years remaining leasehold period)2. Investment in the sub-leasehold right of building for a period of approximately 21 years for the Grande Centre Point Hotel Ratchadamri Project. (Currently 13.4 years remaining leasehold period)3. Investment in the leasehold right of building for a period of approximately 27 years for the Grande Centre Point Hotel Ratchadamri Sukhumvit 55. (Currently 22.3 years remaining leasehold period)

	4. Investment in the leasehold right of building for a period of approximately 24 years for the Grande Centre Point Hotel Pattaya. (Currently 25.0 years remaining leasehold period)
	5. Investment in the leasehold right of building for a period of approximately 28 years for the Grande Centre Point Hotel Space Pattaya. (Currently 27.7 years remaining leasehold period)
Paid-up Capital	Baht 10,489,199,000.00
REIT Life	Open ended type

2. Policy, Overall Business Operations, and Provision for Benefits

2.1 Investment Policy

For future investment, the REIT Manager may consider making additional investment and/or adjusting current investment by buying, selling or leasing immovable properties for the REIT and seeking additional benefits from the invested securities, using the investment and management guidelines under the same scope and direction of the objective for the REIT establishment as well as the investment policy. The REIT shall focus on investment in immovable properties and the leasehold right in immovable properties for commercial purpose and hotel business, etc., in order to obtain benefits by subleasing or disposal of such properties for the best benefits of the Unitholders and the REIT. In this respect, the REIT Manager shall consider taking actions that are not against the regulations of the SEC Office and in compliance with the provisions stipulated in the Trust Deed including other relevant notifications that are currently in force and may be amended in the future.

2.2 Significant Changes and Development

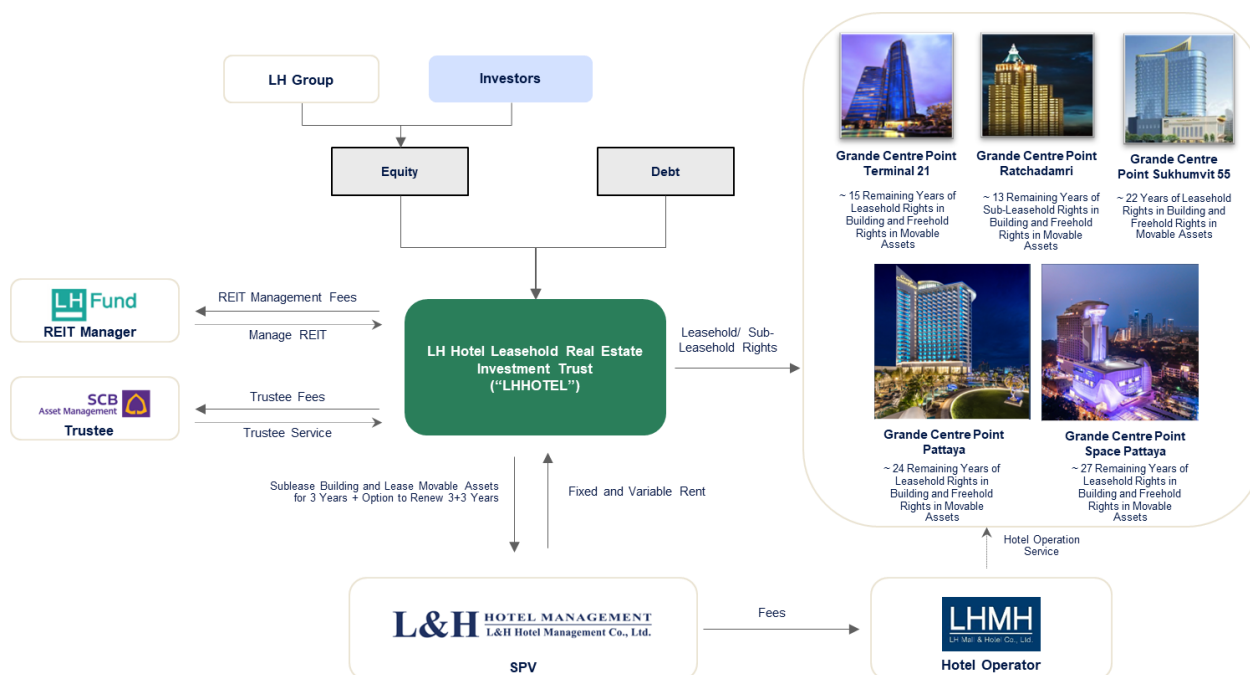
During the operating period from 1 January 2024 to 31 December 2024, there has been no change of the REIT Manager, the Trustee, and Sublessee.

However, notable transactions of LHHOTEL are as follows:

- On April 29, 2024, the unitholders' meeting No.1/2024 approved subleasing of immovable properties and the lease of movable assets of the Grande Centre Point Terminal 21 to L&H Hotel Management Co., Ltd.
- On December 16, 2024, LHHOTEL entered a contract, subleasing of immovable properties and the lease of movable assets in the Grande Centre Point Terminal 21 to LHH. LHH as a sublessor shall sublease the assets for another 3 terms, each of which shall be for a period of no more than 3 years (ending no later than 31 December 2033).

2.3 The REIT Structure

The structure of the REIT after its establishment is illustrated below.



Management of the REIT will be in accordant with the Trust Deed. Trust unitholders are able to see the copy of the documents (full version) at the REIT Manager's office during working hours.

2.4 Assets of the REIT

Details of Properties in which the REIT Invested as of 31 December 2024

- **Grande Centre Point Terminal21**



Details	Grande Centre Point Hotel Terminal 21
<u>Features of the Properties</u>	
Location	The Grande Centre Point Hotel Terminal 21 Project is located at No. 2, Sukhumvit 19 (Wattana), North Klongtoey, Wattana, Bangkok.
Accessibility	Asoke BTS Station; Sukhumvit MRT Station; and Sukhumvit Road.
Type of Investment	Leasehold right (approximately 25 years, the remaining term of which is approximately 15.7 years)
No. of Storey	28 stories with 2 basement levels
Commencement Month	February 2012
<u>Area to be Invested by the REIT (sq. m)</u>	
Leased Area	21,090
Common Area	21,914
Parking Lot	4,294
Total Area	47,298
<u>Appraised Value by Appraisal Company: Asian Engineering Valuation co., Ltd.</u>	
Appraisal Value	Baht 4,506 million (as of 10 May 2024)
Cost Prices (Acquisition Prices of leasehold right of immovable properties and other related rights)	The price of the REIT's initial investment was Baht 3,753.41 mil.
Date of Investment by the REIT	16 December 2015
Owner of the Leasehold Right of the Immovable Properties	LH Hotel Leasehold Real Estate Investment Trust
Owners of the Movable Properties	LH Hotel Leasehold Real Estate Investment Trust
Commencement of Operation	February 2012
Sub-Lessee of the Immovable Properties	L&H Hotel Management Co., Ltd.
General Features of the Project	<p>The Grande Centre Point Hotel Terminal 21 Project is in the same location with the Terminal 21 Shopping Center, located at No. 2, Sukhumvit 19 (Wattana), North Klongtoey, Wattana, Bangkok. The location is convenient for traveling as it is on Sukhumvit Road and adjacent to the Asoke intersection where the BTS Skytrain Asoke Station and the MRT elevated train Sukhumvit Station are connected. Sukhumvit Road is one of the main roads in Bangkok where plenty of office buildings, shopping centers, four and five-star hotels, condominiums, and residential buildings are located. Furthermore, the Grande Centre Point Hotel Terminal 21 Project is not far from the park and the convention center located at the center of Bangkok.</p> <p>The Grande Centre Point Hotel Terminal 21 Project is comprised of a 28-storey residential building with two basement levels, and an indoor</p>

Details	Grande Centre Point Hotel Terminal 21
	parking lot, for the operation of hotel business. It includes 462 accommodation rooms with the floor area of approximately 21,090 square meters, located on a land area of approximately 9 Rai, 1 Ngan and 44 Square Wah. The construction of the building had been completed and the operations began in February 2012 with a gross area of approximately 47,298 square meters.
<u>Insurance</u>	
Property All Risk Insurance	Sum Insured: Baht 1,708,690,000 Due Date: 31 December 2025
Business Interruption Insurance	Sum Insured: Baht 1,437,000,000 Due Date: 31 December 2025
Public Liabilities Insurance	Sum Insured: Baht 100,000,000 Due Date: 31 December 2025
Leasehold Insurance	Sum Insured: Baht 2,448,116,288 Due Date: 31 December 2025

- **Grande Centre Point Ratchadamri**



Details	Grande Centre Point Hotel Ratchadamri
<u>Features of the Properties</u>	
Location	The Grande Centre Point Hotel Ratchadamri Project is located at No. 153/2 Soi Mahadlekluang 1, Ratchadamri Road, Khwang Lumpini, Khet Pathumwan, Bangkok.
Accessibility	Ratchadamri BTS Station; and Ratchadamri Road
Type of Investment	Leasehold right for a term of approximately 21 years (approximately 13.4 years remaining)
Number of Storey	49 stories with 1 basement level
Commencement Month	November 2008
<u>Area to be Invested by the REIT (sq. m)</u>	
Leased Area	35,120
Common Area	16,526
Parking Lot	14,982
Total Area	66,628
<u>Appraised Value by Appraisal Company: Asian Engineering Valuation co., Ltd.</u>	
Appraisal Value	Baht 3,900 million (as of 17 July 2024)
Cost Prices (Acquisition Prices of leasehold right of immovable properties and other related rights)	The price of the REIT's initial investment was Baht 3,789.88 Mil.
Investment Date	15 June 2017
Owner of the Leasehold Right of the Immovable Properties	LH Hotel Leasehold Real Estate Investment Trust
Owners of the Movable Properties	LH Hotel Leasehold Real Estate Investment Trust
Commencement of Operations	November 2008
Sub-Lessee of the Immovable Properties	L&H Hotel Management Co., Ltd
General Features of the Project	<p>The Grande Centre Point Hotel Ratchadamri Project is located at No. 153/2 Soi Mahadlekluang 1, Ratchadamri Road, Khwang Lumpini, Khet Pathumwan, Bangkok. The location is convenient for traveling as it is on Ratchadamri Road near the BTS Skytrain Ratchadamri Station. Ratchadamri Road is one of the main roads in Bangkok which is the location of office buildings, shopping centers, four and five-star hotels, condominiums, residential buildings, public park, and downtown convention center.</p> <p>The Grande Centre Point Hotel Ratchadamri Project is comprised of a 49-storey residential building with one basement level, and an indoor parking lot. It includes 497 accommodation rooms with an accommodation area of approximately 35,120 square meters and a total area of approximately 66,628 square meters, located on a land area of approximately 2 Rai, 3 Ngan and 11 Square Wah. The</p>

Details	Grande Centre Point Hotel Ratchadamri
	construction of the building had been completed and the operations commenced in November 2008.
<u>Insurance</u>	
Property All Risks Insurance	Sum Insured: Baht 3,000,000,000 Due Date: 31 December 2025
Business Interruption Insurance	Sum Insured: Baht 1,357,000,000 Due Date: 31 December 2025
Public Liabilities Insurance	Sum Insured: Baht 50,000,000.00 Due Date: 31 December 2025

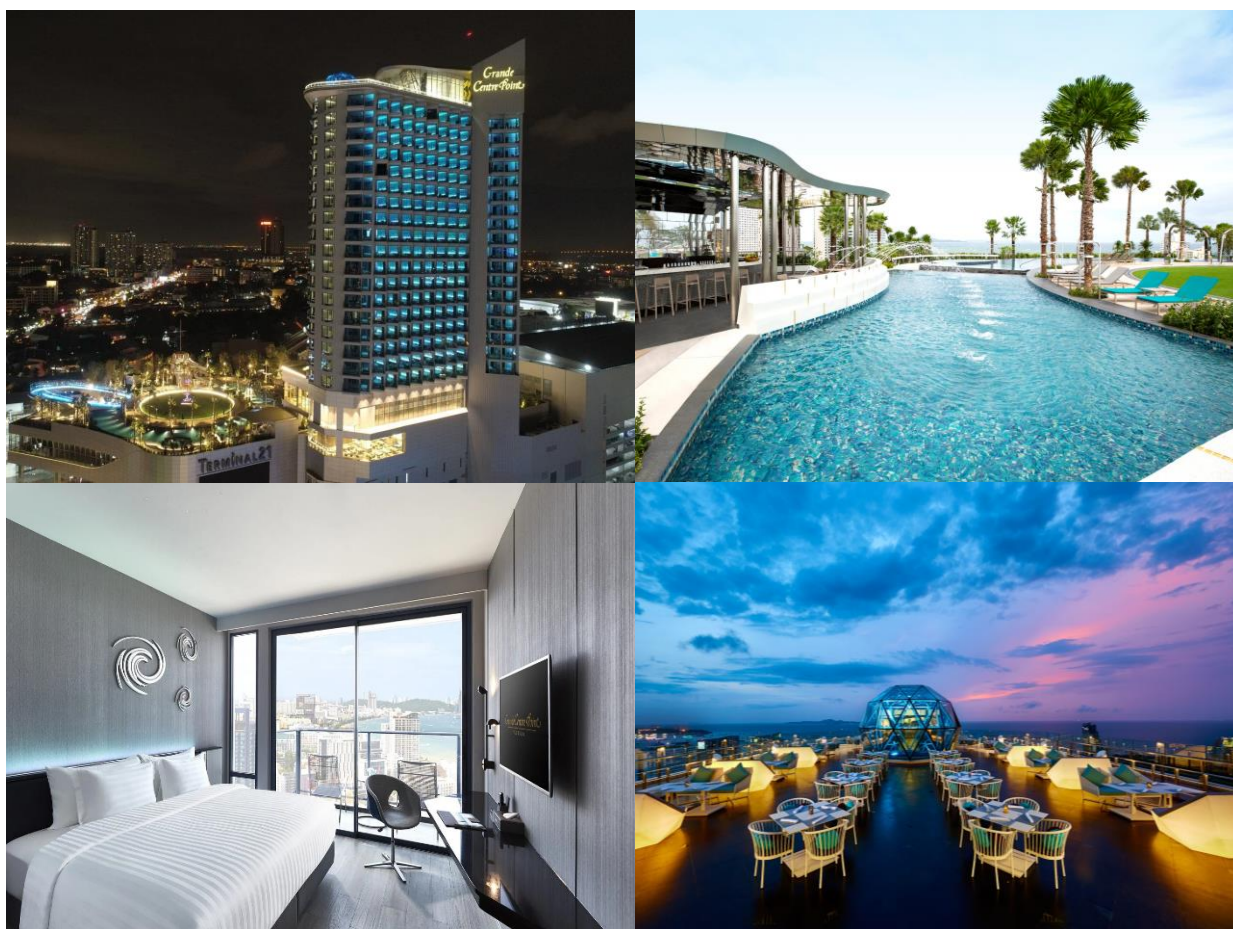
- **Grande Centre Point Sukhumvit 55**



Details	Grande Centre Point Hotel Sukhumvit 55 Project
<u>Features of the Properties</u>	
Location	Grande Centre Point Hotel Sukhumvit 55 project is located at No. 300, Soi Sukhumvit 55 (Thong Lor), Klong Ton Nue, Wattana, Bangkok
Accessibility	Thong Lor BTS Station; and Sukhumvit Road.
Type of Investment	Leasehold right for a term of approximately 27 years (approximately 22.3 years remaining)
Number of Storey	24 stories
Commencement Month	November 2016
<u>Area to be Invested by the REIT (sq. m)</u>	
Leased Area	18,139
Common Area	16,461
Parking Lot	8,320
Total Area	42,920
<u>Appraised Value by Appraisal Company: Asian Engineering Valuation co., Ltd.</u>	
Appraisal Value	Baht 3,928 million (as of 17 July 2024)
Cost Prices (Acquisition Prices of leasehold right of immovable properties and other related rights)	The price of the REIT's initial investment was Baht 4,199.50 million.
Investment Date	22 November 2019
Owner of the Leasehold Right of the Immovable Properties	LH Hotel Leasehold Real Estate Investment Trust
Owners of the Movable Properties	LH Hotel Leasehold Real Estate Investment Trust
Sub-Lessee of the Immovable Properties	L&H Hotel Management Co., Ltd
General Features of the Project	<p>Grande Centre Point Hotel Sukhumvit 55 project is located at No. 300 Soi Sukhumvit 55 (Thong Lor), Kwang Klongton Nue, Wattana, Bangkok. It is convenient to access as it is on Sukhumvit 55 Road and BTS Thong Lor Station is nearby. In addition, Sukhumvit 55 Road is the main road in Bangkok where office buildings, 4-5 stars hotels, condominiums, restaurants, and other famous tourist attractions are located.</p> <p>The Grande Centre Point Hotel Sukhumvit 55 Project is a 24-storey hotel building with indoor parking lots. It comprises 442 rooms, with the approximate total area of 18,139 square meters, approximate common area of 16,461 square meters and approximate parking area of 8,320 square meters. The total area is approximately 42,920 square meters. The hotel building is located on the land with the area of approximately 3 Rai 2 Ngan and 40 Square Wah. The hotel has been operated since November 2016</p>

Details	Grande Centre Point Hotel Sukhumvit 55 Project
<u>Insurance</u>	
Property All Risks Insurance	Sum Insured: Baht 1,742,000,000 Due Date: 31 December 2025
Business Interruption Insurance	Sum Insured: Baht 1,466,000,000 Due Date: 31 December 2025
Public Liabilities Insurance	Sum Insured: Baht 100,000,000 Due Date: 31 December 2025

- **Grande Centre Point Pattaya**

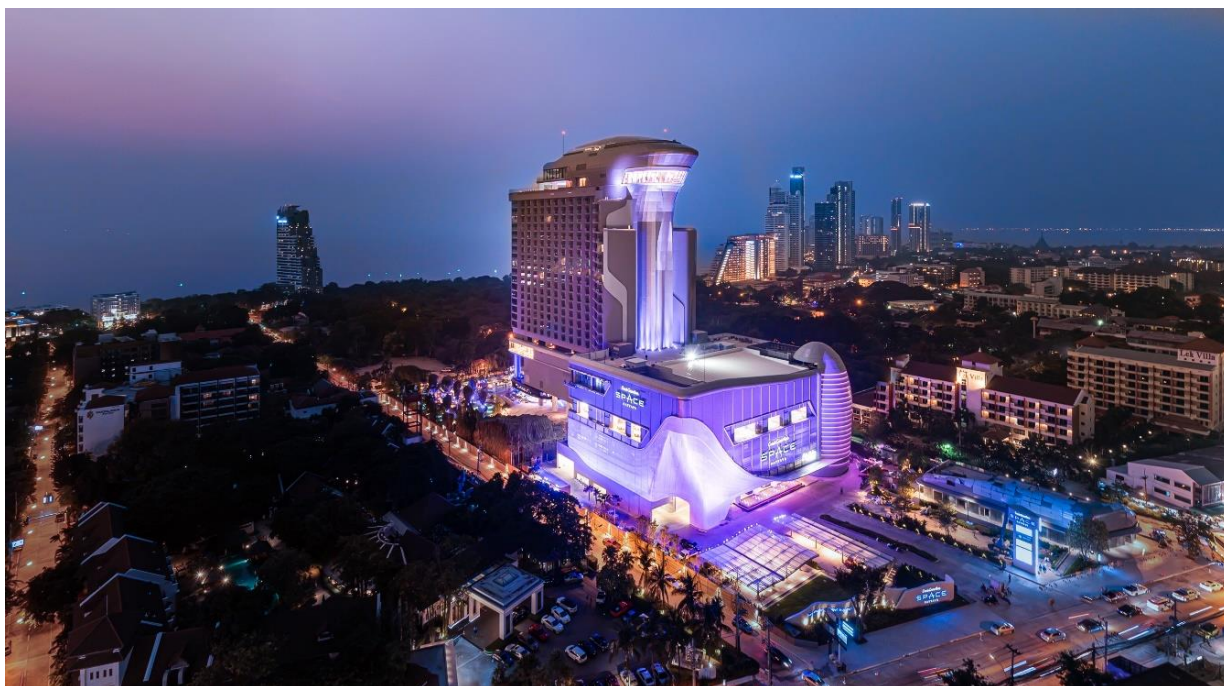


Details	Grande Centre Point Hotel Pattaya Project
<u>Features of the Properties</u>	
Location	Grande Centre Point Hotel Pattaya project is located at No. 456, Moo. 6, Na Kluea Subdistrict, Bang Lamung District Chonburi Province
Accessibility	Access via 2 main roads, North Pattaya Road and Pattaya Sai 2 Road, which is the main road in North Pattaya.

Details	Grande Centre Point Hotel Pattaya Project
Type of Investment	Leasehold right for a term of approximately 25 years (approximately 24 years remaining)
Number of Storey	25 stories
Commencement Month	October 2018
<u>Area to be Invested by the REIT (sq. m)</u>	
Leased Area	12,906
Common Area	23,451
Parking Lot	4,665
Total Area	41,022
<u>Appraised Value by Appraisal Company: 15 Business Advisory Limited co., Ltd.</u>	
Appraisal Value	Baht 3,247 million (as of 30 December 2024)
Cost Prices (Acquisition Prices of leasehold right of immovable properties and other related rights)	The price of the REIT's initial investment was Baht 3,082.9 million.
Investment Date	15 November 2023
Owner of the Leasehold Right of the Immovable Properties	LH Hotel Leasehold Real Estate Investment Trust
Owners of the Movable Properties	LH Hotel Leasehold Real Estate Investment Trust
Sub-Lessee of the Immovable Properties	L&H Hotel Management Co., Ltd
General Features of the Project	<p>The Grand Center Point Pattaya Hotel Project is located in the same area as the Terminal 21 Pattaya Shopping Center Project, which is located at 456 Village No. 6, Na Kluea Subdistrict, Bang Lamung District, Chonburi Province. There is convenient transportation due to its location at the corner of the road, allowing access to the project via two main roads: North Pattaya Road and Pattaya Second Road, which are the main roads of North Pattaya.</p> <p>Grand Center Point Pattaya Hotel Project is a 25-story building located on the same building as Terminal 21 Pattaya shopping center. The hotel consists of 396 rooms (approximate area 12,906 square meters), common area approximately 23,451. Square meters, parking area is approximately 4,665 square meters, total area of only the hotel is approximately 41,022 square meters. The hotel building is located on land with an area of approximately 32 rai 3 ngan 38 square wa and has been in operation since October 2018.</p>
<u>Insurance</u>	

Details	Grande Centre Point Hotel Pattaya Project
Property All Risks Insurance	Sum Insured: Baht 1,436,000,000 Due Date: 31 December 2025
Business Interruption Insurance	Sum Insured: Baht 971,000,000 Due Date: 31 December 2025
Public Liabilities Insurance	Sum Insured: Baht 100,000,000 Due Date: 31 December 2025

- **Grande Centre Point Space Pattaya**



Details	Grande Centre Point Hotel Space Pattaya Project
<u>Features of the Properties</u>	
Location	Grande Centre Point Hotel Space Pattaya project is located at No. 888, Moo. 5, Na Kluea Subdistrict, Bang Lamung District Chonburi Province
Accessibility	Access via Pattaya Na Kluea Road
Type of Investment	Leasehold right for a term of approximately 28 years (approximately 27.7 years remaining)
Number of Storey	27 stories
Commencement Month	August 2022
<u>Area to be Invested by the REIT (sq. m)</u>	
Leased Area	22,408
Common Area	37,055

Details	Grande Centre Point Hotel Space Pattaya Project
Parking Lot	13,594
Total Area	73,057
<u>Appraised Value by Appraisal Company: 15 Business Advisory Limited co., Ltd.</u>	
Appraisal Value	Baht 7,121 million (as of 30 December 2024)
Cost Prices (Acquisition Prices of leasehold right of immovable properties and other related rights)	The price of the REIT's initial investment was Baht 6,417.1 million.
Investment Date	15 November 2023
Owner of the Leasehold Right of the Immovable Properties	LH Hotel Leasehold Real Estate Investment Trust
Owners of the Movable Properties	LH Hotel Leasehold Real Estate Investment Trust
Sub-Lessee of the Immovable Properties	L&H Hotel Management Co., Ltd
General Features of the Project	<p>The Grande Center Point Space Pattaya Hotel Project is located at No. 888, Moo. 5, Na Kluea Subdistrict, Bang Lamung District Chonburi Province. which is in the important business district of Chonburi Province. There are restaurants, shopping centers, and 4-5 star hotels. It is also located only 700 meters from Pattaya beach.</p> <p>Grand Center Point Space Pattaya Hotel Project is a 27-story building The hotel consists of 490 rooms (approximate area 22,408 square meters), common area approximately 37,055. Square meters, parking area is approximately 13,594 square meters, total area of only the hotel is approximately 73,957 square meters. The hotel building is located on land with an area of approximately 13 rai 2 ngan 69.5 square wa and has been in operation since August 2022.</p>
<u>Insurance</u>	
Property All Risks Insurance	Sum Insured: Baht 2,791,000,000 Due Date: 31 December 2024
Business Interruption Insurance	Sum Insured: Baht 1,863,000,000 Due Date: 31 December 2024
Public Liabilities Insurance	Sum Insured: Baht 100,000,000 Due Date: 31 December 2024

2.4.1 Details of Addition Investment for the period between 1 January 2024 – 31 December 2024

There were no additional investments during the past fiscal year.

2.4.2 Details of Assets Disposal/Transferring for the period between 1 January 2024 – 31 December 2024

-None-

2.5 Provision for Benefits from Immovable Properties

The Grande Centre Point Hotel Terminal 21 Project

The REIT has invested in the leasehold right in immovable properties and the ownership of movable properties of the Grande Centre Point Hotel Terminal 21 Project from L&H Property Company Limited for a term of approximately 24.7 years (As of 31 December 2024, remaining term of which is approximately 15.7 years) whereas such leasehold right shall expire on 31 August 2040 in an aggregate area of 47,298 square meters. Such lease involves the leasehold right in the building and constructions, parking lot, and component parts of the building and constructions, which are public utility systems relating to the hotel business, as well as any other facilities relating to the hotel building, and any rights relating or relevant to such properties, and ownership of furniture, tools, and facilities which are permanently fixed and non-fixed thereon, as well as any other equipment used for the purpose of decorating or facilitating the occupants and service customers of the Grande Centre Point Hotel Terminal 21 Project, which may be placed or fixed outside or inside the hotel building or hotel building surface, as well as any other rights relevant or relating to such properties. The REIT shall be entitled to use the area connecting to Bangkok Mass Transit system at Asoke BTS Station, and to jointly use the common area shared with the Terminal 21 Shopping Center.

The REIT enters into agreements with the Sub-lessee, empowering the Sub-lessee to manage the leased properties and use the revenues derived from such management as rental payment for the leasehold right in immovable properties and the leased movable properties. The rent is partially fixed and partially variable.

The Grande Centre Point Hotel Ratchadamri Project

The REIT has invested in the sub-leasehold right in immovable properties consisting of the building of Grande Centre Point Hotel Ratchadamri, constructions and the component parts of constructions which are public utility systems related to the hotel business, including any other facilities related to the hotel building and any rights related or relevant to such properties; by subleasing from L&H Property Company Limited for a term of approximately 21 years (As of 31 December 2024, remaining term of which is approximately 13.4 years) whereas such leasehold right shall expire on 31 May 2038. Besides, the REIT has also invested in the ownership of movable properties including furniture, tools, equipment, decoration appliances which are permanently fixed and non-fixed thereon, as well as any other equipment used for the purpose of decorating or facilitating the occupants and customers of the Grande Centre Point Hotel Ratchadamri Project, which may be placed or fixed outside or inside the hotel building or hotel building surface, as well as any other rights relevant or related to such properties.

In this regard, the REIT enters into agreements with the Sub-lessee, empowering the Sub-lessee to manage the leased properties and use the revenues derived from such management as rental payment for the leasehold right in immovable properties and the leased movable properties. The rent is partially fixed and partially variable.

The Grande Centre Point Hotel Sukhumvit 55 Project

The REIT has invested in leasehold right over immovable properties (excluding land) consisting of Grande Centre Point Hotel Sukhumvit 55 building, constructions and component parts of such building and constructions which are the public utility systems installed in Grande Centre Point Hotel Sukhumvit 55, and other facilities, including any rights in relation to or relevant to the aforementioned assets, which are owned by the lessor. For a term of approximately 27 years (As of 31 December 2024, remaining term of which is approximately 22.3 years) whereas such leasehold right shall expire on 31 March 2047; and ownership in movable assets, which are furniture, tools, equipment, shuttle buses, fixed and loose decorative accessories, including any other equipment used for decoration or to accommodate the guests and/or customers of the Grande Centre Point Hotel Sukhumvit 55 project which are situated and/or fixed to the exterior or interior of the hotel building or on the surface of the hotel building, including any rights in relation to or relevant to the assets located in Grande Centre Point Hotel Sukhumvit 55 project.

The REIT enters into agreements with the Sub-lessee, empowering the Sub-lessee to manage the leased properties and use the revenues derived from such management as rental payment for the leasehold right in immovable properties and the leased movable properties. The rent is partially fixed and partially variable.

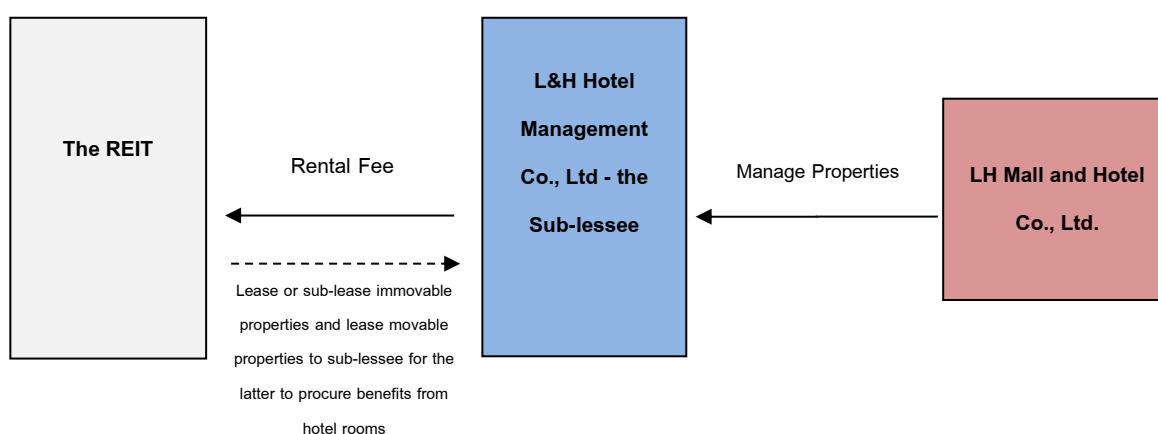
The Grande Centre Point Hotel Pattaya Project

The REIT has invested in leasehold right over immovable properties (excluding land) consisting of Grande Centre Point Hotel Pattaya, constructions and component parts of such building and constructions which are the public utility systems installed in Grande Centre Point Pattaya, and other facilities, including any rights in relation to or relevant to the aforementioned assets, which are owned by the lessor. For a term of approximately 25 years (As of 31 December 2024, remaining term of which is approximately 24.0 years) whereas such leasehold right shall expire on 13 January 2049; and ownership in movable assets, currently operating a hotel business and businesses related to hotels. Consisting of 396 rooms, the total building area is approximately 41,022 square meters.

The Grande Centre Point Hotel Space Pattaya Project

The REIT has invested in leasehold right over immovable properties (excluding land) consisting of Grande Centre Point Hotel Space Pattaya, constructions and component parts of such building and constructions which are the public utility systems installed in Grande Centre Point Pattaya, and other facilities, including any rights in relation to or relevant to the aforementioned assets, which are owned by the lessor. For a term of approximately 28.8 years (As of 31 December 2024, remaining term of which is approximately 27.7 years) whereas such leasehold right shall expire on 31 August 2052; and ownership in movable assets, currently operating a hotel business and businesses related to hotels. Consisting of 490 rooms, the total building area is approximately 73,057 square meters.

The Structure of Provision for Benefits of the Immovable Properties Invested by the REIT



The REIT Manager has the policy to procure benefits from the Core Properties by subleasing the leased areas of the Grande Centre Point Hotel Terminal 21 Project, Grande Centre Point Hotel Ratchadamri Project and the Grande Centre Point Hotel Sukhumvit 55 Project, Grande Centre Point Hotel Pattaya Project and Grande Centre Point Hotel Space Pattaya Project to L&H Hotel Management Co., Ltd. ("the Company"), whereas the Company appointed LH Mall and Hotel Co., Ltd. to act as the property manager responsible for managing the properties invested by the REIT. The property manager shall manage the hotel rooms of the Grande Centre Point Hotel Terminal 21 Project, the Grande Centre Point Hotel Ratchadamri Project, and the Grande Centre Point Hotel Sukhumvit 55 Grande Centre Point Hotel Pattaya Project and Grande Centre Point Hotel Space Pattaya Project so as to generate regular revenues for the REIT.

Summary of Key Terms and Conditions of the Sub-Lease Agreement of Immovable Properties of Grande Centre Point Hotel Terminal 21

Sub-Lessee	L&H Hotel Management Co., Ltd. (the “ Sub-lessee ”)
Sub-Lessor	SCB Asset Management Company Limited as the trustee of LH HOTEL Leasehold Real Estate Investment Trust (“ LHHOTEL ”)
Sub-Leased Assets	<p>a) Building and other constructions located in Grande Centre Point Terminal 21, which is a 28-floor hotel building with 2 basement levels located at No. 2, Sukhumvit 19 (Wattana), North Klongtoey, Wattana, Bangkok. The asset is currently used in hotel and related businesses. The hotel has 462 rooms with approximately 21,090 square meters of accommodation area, 21,914 square meters of common area, and 4,294 square meters of parking area, which totals 47,298 square meters. (“Hotel Building”)</p> <p>b) Component parts of the Hotel Building, including electricity system, plumbing system, phone system, elevator, escalator, air conditioning system, engineering system, other facilities, as well as any rights in relation to or relevant to the aforementioned assets</p> <p>which are properties that the LHHOTEL sublease from LH Mall & Hotel Co., Ltd. (Hereby collectively referred to as “Subleased Assets”)</p>
Sub-Lease Period	3 years each
Conditions for renewal of sublease agreement upon its expiry	<p>1. The Sub-lessee gives its promise to LHHOTEL that if LHHOTEL exercises its right to demand the Sub-lessee to renew this sublease agreement upon the expiry of this sublease agreement, the Sub-lessee shall renew this sublease agreement for 3 times, each for a period of no more than 3 years (ending no later than 31 December 2033) in accordance to time clause and terms and conditions of renewal as specified in this sublease agreement. In the case that the LHHOTEL exercises the right to renew the sublease agreement, the contracted parties agree to use the terms and conditions of the first sublease agreement for the sublease renewal agreement, including the sub-leasing terms, rental fee, and fee calculation, as well as other conditions.</p> <p>2. In the event that LHHOTEL has exercised its right to demand that the Sub-lessee renews the sublease agreement and the parties have completed the renewal of the sublease agreement as specified in Clause 1, if the parties still wish to continue the sublease, the parties agree to jointly consider the terms and conditions of the new sublease agreement. The party which wishes the sublease to continue shall give written notice thereof to the other party of no less than 6 months before the completion date of the sublease term under the last renewed sublease agreement, which shall expire no later than 31 December 2033.</p>
Rental Fee and Payment	<p>1. Unless the rental fee is postponed or exempted due to force majeure as specified in this agreement, the Sub-lessee agrees to make payment according to the terms and conditions of this agreement, which are divided into 2 parts of rental fees: (1) fixed fee, and (2) variable fee calculated from quarterly net income of the Grande Centre Point Terminal 21 (if any) which shall be calculated on the net quarter income of Hotel based on the actual sublease term calculation method as described in this agreement.</p> <p>(1) Fixed Rental</p> <p>The Sub-lessee agrees to pay Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be) within 60 (sixty) days from the end of each quarter. The Fixed Rental comprises</p>

rental fee of immovable properties and rental fee of movable assets as the following table. The Sub-lessee shall pay in equal amount for each quarter.

Fixed Rental (per year)	(Currency: Baht)
Year 2025-2027	288,000,000
Year 2028-2030	293,760,000
Year 2031-2033	299,635,200

(2) Variable Rental

The Sub-lessee agrees to pay Variable Rental (if any) within 60 (sixty) days from the end of each quarter. The calculation formula shall be as follows:

The calculated Variable Rental = $A \times (B - C - D - E - F)$ which has a result greater than zero

whereas

A = Percentage of the Variable Rental at 90 (ninety) percent

B = Total income from the business operation of Grande Centre Point Terminal 21 in that particular quarter (e.g. income from rental fee of accommodations and other operating income)

C = Total cost from the business operation of Grande Centre Point Terminal 21 in that particular quarter (e.g. cost of accommodations, security, cleaning, and other operating activities)

D = Total selling and administrative costs from the business operation of Grande Centre Point Terminal 21 in that particular quarter, which includes:

- selling and marketing expenses
- administrative expenses
- basic management fee whereas, at the beginning date of the sublease, the return rate does not exceed 5 (five) percent of the total income of each hotel
- operating management fee whereas, at the beginning date of the sublease, the return rate does not exceed 10 (ten) percent of the net income, excluding land and building tax, depreciation, insurance fee, and basic management fee, respectively

E = Total operating expenses from other business operation of Grande Centre Point Terminal 21 in that particular quarter (e.g. land and building tax, insurance fee, maintenance cost and other operating expenses)

F = Fixed Rental which include the rental fees from leasing of movable assets under the lease agreement of movable assets during the same quarter.

In this regard, for sublease of assets for the period from December 16, 2024 to December 31, 2024, the Fixed Rental for such period shall be calculated on an actual basis according to the actual period

	<p>by using the Fixed Rental for year 2025 – 2027 which are equal to Baht 288 million per year. For the Variable Rental, it shall be calculated according to methods specified in Clause 2 above.</p> <p>2. Provisions of rental fee rates and rental fee payment due date for all cases</p> <p>In case there is revision or alteration in the Trust Deed and/or related securities law in relation to the payment of Fixed Rental and/or the Variable Rental, the parties agree to mutually revise the terms and conditions in relation to the payment of Fixed Rental and/or Variable Rental to be in accordance with the Trust Deed and/or such related securities law that have been revised or altered.</p> <p>In an event that the Sub-lessee is not able to pay such rental fee in full, the amount of such unpaid rental fee shall be deemed the outstanding rental fee (Accrued Rental Revenue) and the Sub-lessee shall pay the Accrued Rental Revenue to LHHOTEL within 30 (thirty) days from the payment due date, except where the case that such rental fee payment is postponed or waived due to any force majeure events.</p> <p>In this regard, such outstanding payment may only occur once per year. Otherwise, the Sub-lessee will have to pay default interest at the rate of 5 (five) percent per annum, calculating from the outstanding amount and the number of days commencing from such due date until the date that such amount has been repaid in full.</p>
Postponement of rental payments due to force majeure	<p>In a case that occur in any quarter (whether such event occurs during the sublease period under this contract or the sublease period that has been extended by the renewal of this contract), the LHHOTEL allows the Sub-lessee to postpone the rental fee payment in the month during the said event in the quarter as it is not considered defaulted of them. The payment of the rental fee will not lead to the Sub-lessee's liquidity problems and will not affect the duty of maintaining their property. In addition, the LHHOTEL and the Sub-lessee agreed to jointly set the period of effect from the said case by official writing. In this regard, if the Sub-lessee continues to be affected by the said force majeure event after the period of continued impact of the said force majeure event has ended. LHHOTEL and the Sub-lessee agree to jointly extend the period affected by the said force majeure event in writing. By considering the facts and circumstances occurring at that time.</p> <p>1. In the case that a force majeure, which affects the Sub-lessee's property directly or around the Sub-lessee's property location such as fire, floods or earthquakes, leading to significant hotel operation and causing the total room revenue (THB/month) of the hotel during the said period which is equal to or greater than 20 percent but less than 50 percent lower than the total room revenue (THB/month) for the same period in the previous year.</p> <p>2. In case of a force majeure which affects the hotel operations significantly and leads to</p> <p>a) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Terminal 21 to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year equal to or greater than 20 percent but less than 50 percent; and</p> <p>b) the decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year by 15 percent or more (if any).</p> <p>3. In case of a force majeure which affects the hotel operations significantly and leads to</p> <p>a) the decrease of the total room revenue (THB/month) of the month during such</p>

	<p>period of Grande Centre Point Terminal 21 to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year by 50 percent or more; and</p> <p>b) the decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year equal to or greater than 15 percent but less than 30 percent (if any).</p> <p>c) In the case where the Subleased Assets are affected by a force majeure event during the same period as that of the preceding year, (1) the total room revenue (THB/month) of Grande Centre Point Terminal 21 or (2) the average room revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok (as the case may be), during the said period of the current year shall be compared to (1) and (2) (as the case may be), during the same period of the preceding year in which the Subleased Assets were not affected by a force majeure event or any major renovation for the benefit of the consideration of the aforementioned cases.</p> <p>d) In addition, the Sub-lessee shall use its efforts in good faith to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok to establish whether or not a force majeure event has occurred. In the case where the Sub-lessee fails to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok or fails to earn the total room revenue (THB/month) of the month used for reference, LHHOTEL and the Sub-lessee shall mutually agree to use the accessible standard information, requirements, or any other ratio of the general hotel business as criteria for consideration instead. In the case where the parties fail to reach an agreement on this, the consideration shall be primarily based on the total room revenue (THB/month) of the month during such period of Grande Centre Point Terminal 21. In the event that LHHOTEL and the Sub-lessee have designated more than one hotel and resort in a competition group with the same standards in Bangkok, the average revenue (THB/room/night) of the month during such period of the said competition group shall be calculated using the simple average revenue (THB/room/night) of the month during such period of each hotel and resort in the said competition group.</p>
Rental payments that are postponed due to any force majeure	<p>In the case of a postponement of rental fee payment due to force majeure in any quarter, the Sub-lessee shall make payment to the LHHOTEL in the following order:</p> <ol style="list-style-type: none"> 1. Fixed Rental payment in the month without a force majeure event in that quarter 2. Variable Rental in the month without a force majeure event in that quarter (if any) 3. The Fixed Rental that has been postponed 4. Variable Rental that has been postponed (if any) <p>For debt repayment under item 1 and item 2, the Sub-lessee agrees to pay the rental fee as specified in this contract. In addition to the debt repayment under item 3 and item 4 as mentioned above, the Sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period</p>

	<p>up to the end of the rental period under this contract (including the extended rental period) or any time period which the parties have agreed. Furthermore, The LHHOTEL agrees that the Sub-lessee do not have to pay any interest on the defaulted payment in any rents or any damages from arrears of rental fees or any late payment of rental fee which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
Rental exemption due to force majeure	<p>In the case that one of the following events occurs during any quarter (whether such event occurs during the sublease period under this contract or the sublease period that has been extended by the renewal of this contract), the LHHOTEL agrees to waive the rental fee in the month during the said incident during the quarter to the Sub-lessee, in which the Sub-lessee are not obligated to pay rental fees for that period. In addition, the parties agree to determine the period of effect from the said incident by official a document. In addition, the calculation of the rental fee in the month which does not occur in this article shall be in accordance with the rules of rental fee calculation as mentioned in this contract. In this regard, if the Sub-lessee continues to be affected by the said force majeure event after the period of continued impact of the said force majeure event has ended. LHHOTEL and the Sub-lessee agree to jointly extend the period affected by the said force majeure event in writing. By considering the facts and circumstances occurring at that time.</p> <ol style="list-style-type: none"> 1. In the case that a force majeure affects the Sub-lessee's property directly or around the Sub-lessee's property location such as fire, flood or earthquake, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is equal to or greater than 50 percent lower than the total room revenue (THB/month) for the same period in the previous year. 2. In case of a force majeure which affects the hotel operations significantly and leads to <ol style="list-style-type: none"> a) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Terminal 21 to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year by 50 percent or more; and b) The decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year equal to or greater than 30 percent (if any). c) In the case where the Subleased Assets are affected by a force majeure event during the same period as that of the preceding year, (1) the total room revenue (THB/month) of Grande Centre Point Terminal 21 or (2) the average room revenue (THB/room/night) of hotels and resorts in a competition group with the same standards in Bangkok (as the case may be), during the said period of the current year shall be compared to (1) and (2) (as the case may be), during the same period of the preceding year in which the Subleased Assets were not affected by a force majeure event or any major renovation for the benefit of the consideration of the aforementioned cases. <p>In addition, the Sub-lessee shall use its efforts in good faith to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok to establish whether or not a force majeure event has occurred. In the case where the Sub-lessee fails to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok or fails to earn the total room revenue (THB/month) of the month used for reference, LHHOTEL and the Sub-lessee shall mutually agree to use the accessible standard information, requirements, or any other ratio of the general hotel business as criteria</p>

	<p>for consideration instead. In the case where the parties fail to reach an agreement on this, the consideration shall be primarily based on the total room revenue (THB/month) of the month during such period of Grande Centre Point Terminal 21. In the event that LHHOTEL and the Sub-lessee have designated more than one hotel and resort in a competition group with the same standards in Bangkok, the average revenue (THB/room/night) of the month during such period of the said competition group shall be calculated using the simple average revenue (THB/room/night) of the month during such period of each hotel and resort in the said competition group.</p>
The hotels and resorts which are in the same standard and market	<p>Refers to the hotels and resorts which are in the same standard and markets in Bangkok as the REIT and the sub-lessee may specify or agree each year after the effective date of this contract. The consideration may be based on the location and distance from the project, details and property characteristics or other rules that the REIT will be able to use to compare when that the said situation occurs.</p>
Obligations of LHHOTEL	<p>On the Effective Date of Sublease Agreement of Immovable Properties, LHHOTEL shall cause the lessor under the lease agreement of immovable properties entered between the lessor and LHHOTEL, to deliver the Sub-Leased Assets in as-is condition to the Sub-Lessee; provided that, LHHOTEL shall be responsible for expenses arising out of the Sub-Leased Assets throughout the sub-lease term as follows:</p> <ul style="list-style-type: none"> (a) Any expenses relating to improvement or renovation concerning the structure or important parts of the building (Structural Repairs); (b) When any changes or replacement to the leased movable assets is required, the Sub-Lessee shall carry out the changes or replacement at LHHOTEL's costs. The changes or replacement shall belong to LHHOTEL. <p>The approval for expenses of the above (a) and (b) shall be at the sole discretion of LHHOTEL but LHHOTEL shall not hold the approval without any reasonable grounds.</p> <p>In addition, in consideration of the distribution to the unitholders of LHHOTEL, LHHOTEL agrees to take expenses as described above into account and shall retain a certain amount as reserve for expenses to be responsible by LHHOTEL, as described above.</p>
Obligations of the Sub-Lessee	<ol style="list-style-type: none"> 1. The Sub-lessee shall use its utmost efforts as a general hotel business operator would do to select and hire any person to manage the business of Grande Centre Point Terminal 21 as well as to take care of and to maintain the Subleased Assets to be in good condition throughout the sublease term. 2. The Sub-lessee shall use the Subleased Assets in accordance with the objective of sublease as specified in this Agreement. The Sub-lessee shall be responsible for maintenance, repair, or any and all acts performed on the Subleased Assets as it deems necessary to ensure that the Subleased Assets retain their nature as a hotel in accordance with the objective of sublease as specified in this Agreement. The expenses relating thereto shall constitute part of the operating expenses under the Sublessee's budget as approved by LHHOTEL in accordance with the provisions in this Agreement. 3. The Sub-lessee shall not perform or allow any person to perform any act in violation of the law or contrary to public order and good morals on the Subleased Assets, or any act that may be harmful to health without obtaining any license under the relevant laws, or any act that is considered awful or causes danger, damage, or disturbance to third parties and LHHOTEL. In the case of an occurrence of any problem or damage, the Sub-lessee is obligated to use its best efforts to solve such problem or

	<p>damage, as well as to come to an agreement on and to remedy the damage arising from such act performed by the aforementioned person, without prejudice to the Sub-lessee's right under the law to recourse damages against such person.</p> <p>4. The Sub-lessee shall obtain and maintain licenses necessary for the operation of hotel business throughout the term of this Agreement.</p> <p>5. The Sub-lessee shall not cause any encumbrances over the Subleased Assets.</p> <p>6. The Sub-lessee shall indemnify and perform any act to prevent LHHOTEL from any claims arising from the use of the Subleased Assets for the purposes of business operation of the Sub-lessee and/or negligence of duties or obligations on the part of the Sub-lessee as specified in this Agreement, as well as any act of the agent and/or attendant of the Sub-lessee. In the case where LHHOTEL is charged in a case, is subject to claims for liability, or prosecuted in a lawsuit due to the foregoing cause, the Sub-lessee shall, at its sole cost and expense, release LHHOTEL from the offence immediately.</p> <p>7. Certain significant acts, such as the sale or transfer of the Sub-lessee's business, whether in whole or in substantial part, to other persons, the creation of security over the Sub-lessee's assets, including those assets used in the business operation of Grande Centre Point Terminal 21, the subleasing-out of part of the Subleased Assets which constitutes more than 50 percent of the total leased area of the Subleased Assets to any individual person, etc., may only be performed by the Sub-lessee when (a) the written consent has been obtained from LHHOTEL or (b) it has already been specified in the annual operating budget and capital expenditure budget of Grande Centre Point Terminal 21 which have been approved by LHHOTEL.</p> <p>8. Other duties as specified in this Agreement, such as preparation and submission of financial reports, operating budget and capital expenditure budget to LHHOTEL, payment of land and building tax (or any other similar taxes), etc.</p>
Transfer of Leasehold Right and Sub-lease	<p>1. Throughout the term of this Agreement, the Sub-lessee may not transfer its rights and/or duties under this Agreement, whether in whole or in part, to other persons without prior written consent of LHHOTEL, unless such rights and/or duties are transferred to the affiliated companies of the Sub-lessee, which have qualifications and capabilities to perform such duties under this Agreement. In any event, prior to the transfer of such rights and/or duties under this Agreement, the Sub-lessee shall ensure that the transferee agrees to be bound by conditions specified in this Agreement. The sublease term which is transferred to the transferee shall not exceed the remaining sublease term of the Sub-lessee under this Agreement. Nevertheless, LHHOTEL reserves the right to consult with the Office of the Securities and Exchange Commission and relevant authorities, as well as the right to propose such matter to the trust unitholders' meeting for consideration and approval prior to such action being taken.</p> <p>In this regard, "affiliated company" means any person or juristic persons who (a) directly or indirectly controls such person or juristic person, or (b) is directly or indirectly controlled by such person or juristic person, or (c) is under common control directly or indirectly with such person or juristic person. Control" means possession of the power to directly or indirectly, control, determine, or direct the management and policies of any person or juristic person, whether through the ownership over shares with voting rights of more than</p>

	<p>50 percent of the total number of issued and sold shares of such person or juristic person, or by contract, or by any other means.</p> <p>2. Throughout the term of this Agreement, LHHOTEL shall not transfer its rights and/or duties under this Agreement, whether in whole or in part, to any other persons without prior written consent of the Sub-lessee.</p> <p>3. LHHOTEL agrees that the Sub-lessee may sub-lease out spaces in the Subleased Assets in accordance with the objective of sublease as specified in this Agreement.</p>
Taxes and Expenses	<p>1. The Sub-lessee agrees to be responsible for fees, stamp duty, and any expenses in connection with the sublease of the Subleased Assets under this agreement (if any) throughout the sublease term under this agreement and the extended term.</p> <p>2. The Sub-Lessee agrees to be responsible for, building and land tax and local development tax (or any similar taxes) relating to the Subleased Assets under the applicable laws as currently applied, and any of property tax arising out of this Subleased Assets throughout the sublease term.</p>
Reasons for terminating the contract	<p>This contract may be terminated by either party if any of the following events occur:</p> <p>1. Default by the Sub-lessee</p> <p>a) In the case that the Sub-lessee violate or fail to comply with any agreements as specified in this contract or breach of the certification which is the essences provided in this contract and unable to take corrective actions and comply with the contract within 60 after the notification of the breach of contract or within any time period contracted by the parties except for force majeure or any events out of the control of the Sub-lessee. Moreover, in the case that the Sub-lessee fails to pay a fixed rental fee and / or variable rental fee, the default will be considered for a period of more than 30 days from the rental fee payment due date except for a case out of the control of the Sub-lessee in which the LHHOTEL and the Sub-lessee agrees to extend the lease payment period</p> <p>b) In case that the Sub-lessee is prosecuted or there are other events causing significant negative damage to the Sub-lessee operations or financial status as well as significantly affecting the Sub-lessee's performance such as failing to pay the payment according to the terms of the loan agreement, guaranteed debt and / or debt instruments and / or any financial instruments or any debt, in which the defaulted debt is worth more than 50,000,000 baht). This does not include loans from shareholders and Sub-lessee's incapability to resolve the said default within 60 days or within any time period as agreed on this contract. The Sub-lessee may not show to the LHHOTEL that the he/she has a defense that may win the case. Or if the case is settled, he/she has to pay in the said case. For the aforementioned reasons, they do not lead to a significant negative impact on the ability of the Sub-lessee to comply with this contract.</p> <p>c) In case that there are amendments, changes, refrain or cancel licenses, certificate, consent letter, any benefits which the Sub-lessee received from a government agency, an official, any person or juristic person that the Sub-lessee needs to have or use for the main business, and they cannot be resolved within the time period agreed by the LHHOTEL and the Sub-lessee leading significant negative impact on the hotel operations.</p> <p>d) In case that the Sub-lessee is prosecuted by law or government order or because of any other case that has a significant negative impact on the ability to comply with this agreement by the Sub-lessee, the power to operate business of the must change or be inconvenient, or the Sub-lessee's property or income even some or all , must be confiscated, expropriated or become vested</p>

	<p>in the state which the LHHOTEL believes that it has a significant negative impact on the ability of the Sub-lessee to comply with this contract.</p> <p>e) In case that the Sub-lessee is under court order, being adjudged bankrupt, in the process of dissolution of the company, liquidation or requesting the rehabilitation to the court or relevant government agencies or any other similar process which has a significant negative impact on the ability of the Sub-lessee to pay the debt or comply with this contract</p> <p>f) In case that the tenant has stopped all the business or some parts which let the LHHOTEL not to be able to find benefit from benefit from the Sub-lessee's property which has a significant negative effect to the hotel operations</p> <p>g) In case that the meeting of the board of directors and / or the meeting of the Sub-lessee has a conclusion to sell or transfer all or some parts of the business to other parties or to merge companies with other people which the LHHOTEL believes that there will be a significant negative impact on the rental fee payment or the performance of this contract. except with the prior written consent of the LHHOTEL</p> <p>2. Defaulted by the LHHOTEL</p> <p>(a) In the case that LHHOTEL is in material breach of or fails to comply with any agreement as specified in this contract, or is in material breach of any representations given in this contract, and LHHOTEL fails to rectify or correct such material breach or non-compliance with the contract within 60 days from the date of LHHOTEL being notified or acknowledging the breach of contract or within any period as mutually agreed by the parties, except for due to any force majeure event or any event beyond the control of LHHOTEL or arising from non-performance of obligations or breach of representation by LH Mall & Hotel Co., Ltd., as the lessor of immovable properties to LHHOTEL, as specified in the lease agreement for immovable properties between LHHOTEL and the lessor of immovable properties to LHHOTEL; provided, however, only in the case where the Sub-lessee remains a subsidiary of the lessor of immovable properties to LHHOTEL.</p> <p>(b) In the case that LHHOTEL willfully violates or willfully act in contrast to any obligations as specified in the lease agreement for immovable properties between LHHOTEL and the lessor of immovable properties to LHHOTEL, and LHHOTEL fails to rectify or correct such violation or non-compliance with the contract, resulting in the termination of the lease agreement of immovable properties and, therefore, the Sub-lessee's inability to use the Subleased Assets in accordance with the intention and purposes of this contract.</p> <p>3. In case the LHHOTEL is unable to become the holder of the leasehold rights to the Sub-lessee's property under the immovable property lease agreement.</p> <p>4. In case that the rental contract comes expires as specified in the contract and the LHHOTEL or the Sub-lessee has not agreed to renew this contract in accordance with the terms and conditions regarding the renewal as specified in this contract.</p> <p>5. In case that the parties mutually agree to terminate this contract.</p> <p>6. In the case that the Subleased Assets, whether all or any substantial part thereof, are damaged or expropriated, resulting in the Sub-lessee being unable to use the Subleased Assets for the benefit of the continued operation of hotel business or any other activities in connection therewith.</p> <p>7. In the case that LHHOTEL is dissolved in accordance with the details specified in the Trust Deed, and LHHOTEL has notified the Sub-lessee in writing of its dissolution.</p>
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	<p>8. In the case that there is an order issued by law, the Securities and Exchange Commission or the Office of the Securities and Exchange Commission or the Capital Market Supervisory Board to dissolve LHHOTEL without LHHOTEL's violation and/or breach of any rules, regulations, laws, and/or any other relevant requirements, and LHHOTEL has notified the Sub-lessee in writing of its dissolution without delay upon it becoming aware of such order, the parties shall have the duty to and use their best efforts to jointly prevent the termination of this contract resulting from any change of laws, or from orders of any state agencies to the extent that they are not contrary to laws or orders of any state agencies in effect at the time, such as appointment or procurement of any person to accept the transfer of LHHOTEL's rights and duties under this contract.</p>
<p>The result of the expiration of the contract.</p>	<p>1. When this contract ends without any contract renewal, the Sub-lessee agrees to take the following actions;</p> <p>1.1 Return the property to the LHHOTEL or the person assigned by the LHHOTEL in an appropriate condition and the property must be able to be used according to the objectives specified in this contract.</p> <p>1.2 Pay Fixed Rental and Variable Rental in accordance with the rules mentioned in this contract. They are calculated based on the proportion of the actual rental period to LHHOTEL within 60 days from the effective date of this contract termination</p> <p>1.3 Deliver any benefit which the Sub-lessee has received in advance, such as advance rental fee and other advance income (if any), including deposits for the LHHOTEL or the person assigned by the LHHOTEL</p> <p>Moreover, (a) in case that the Sub-lessee receives the benefits after the expiration of this agreement, the Sub-lessee agrees to deliver the said benefits to the LHHOTEL, or the person assigned by the LHHOTEL in accordance with the terms in this clause. (b) In the case that the LHHOTEL or any other person receives any benefits which is the benefit that the Sub-lessee should receive before the date of this agreement expires, the LHHOTEL agrees to proceed with the return of the said benefits to the Sub-lessee. In both cases mentioned before, the parties agree to deliver the said benefits to the other party within 30 days of receiving the benefits.</p> <p>1.4 To cooperate as required and appropriate to help the person assigned by the LHHOTEL to operate the hotel operation in accordance with the law and / or other agencies related within a reasonable time after receiving a written request from the LHHOTEL without any compensation. To help the LHHOTEL or the person assigned by the LHHOTEL to transfer or grant a hotel business license or the transfer of rights and duties under various contracts. If the LHHOTEL is unable to find the new Sub-lessee to replace the previous one, the Sub-lessee agrees to sublease the asset for hotel operation until the LHHOTEL is able to find other to sublease the property and the time period must not exceed 180 days from the expiration of the rental period. In addition, it is considered that the Sub-lessee has no duty to continue to sublease the property during the said period if the sublease contract renewal is limited or impossible.</p> <p>1.5 To transfer rights and duties under the room rental agreement, space lease agreement, procurement agreement, and service agreement entered into by the Sub-lessee and the customers of Grande Centre Point Terminal 21 or a party under such agreements; to remit the rental deposit and advance rental fee or other monies received from the customers or a party under such</p>

	<p>agreements to LHHOTEL or any person designated by LHHOTEL; to procure that the customers or a party under such agreements give consent to the transfer of rights and duties under those agreements to LHHOTEL or any person designated by LHHOTEL; or to provide assistance to LHHOTEL or any person designated by LHHOTEL with respect to the execution of a new room rental agreement, space lease agreement, procurement agreement, and service agreement, as the case may be, with such customers or party in the case of no consent being obtained from aforementioned persons to the transfer of rights and duties under those existing agreements; and to submit any evidence, documents, or information relevant to or necessary for the operation of Grande Centre Point Terminal 21 to LHHOTEL or any person designated by LHHOTEL for the continued business operation of LHHOTEL or any person designated by LHHOTEL, except for trade secrets. In the case of the termination of the lease agreement of immovable properties, between LHHOTEL and the lessor of immovable properties, LHHOTEL shall procure that the lessor of immovable properties to LHHOTEL becomes the transferee of rights and duties under this agreement or enters into a new lease agreement, as the case may be, and is a person entitled to receive monies and the aforementioned evidence, documents, or information.</p> <p>1.6 To undertake any necessary act as requested by LHHOTEL in order for LHHOTEL and/or any person designated by LHHOTEL to be able to continue the operation of Grande Centre Point Terminal 21, with LHHOTEL's cooperation given as necessary in all respects for the aforementioned acts of the Sub-lessee.</p> <p>2. In the case that the contract is terminated, the parties shall not lose the right to claim any expenses and damages, which occurred before the contract was terminated, expenses and damages arising from contract termination and / or any damages as required by law.</p> <p>3. During the rental period under this contract and any time extended, the LHHOTEL has no right to terminate the Sub-lessee's agreement with the Sub-lessee. If there is no default on any breach of contract caused by the Sub-lessee.</p>
Property damage and expropriation	<p>1. In the case where the Subleased Assets, whether all or any substantial part thereof, are damaged or expropriated without fault of either party, resulting in the Sub-lessee being unable to use the Subleased Assets for the benefit of the continued operation of hotel business, this Agreement shall be deemed to be terminated on the date on which Grande Centre Point Terminal 21 is damaged or expropriated, in which case neither party will have any right to claim for damages, expenses, monies, or any other benefits from the other party, except for the damages incurred due to a breach of the agreement prior to the expiry of this Agreement.</p> <p>2. In the case where the Subleased Assets are partially damaged or expropriated and the LHHOTEL and the Sub-lessee are mutually of the opinion that such partially damaged or expropriated Subleased Assets remain usable for the continued operation of Grande Centre Point Terminal 21, this Agreement shall be deemed to remain enforced only for parts of the Subleased Assets which remain undamaged and in an usable condition. These assets shall continue to be the Subleased Assets under this Agreement. The parties shall mutually consider the appropriateness for the adjustment of rental fee to be in accordance with the partially damaged or expropriated Subleased Assets as reasonable.</p>

	<p>3. In the case of an occurrence of the event under (2), the LHHOTEL and the Sub-lessee shall enter to a negotiation in good faith in order to determine the rental fee for usable parts of the Subleased Assets within 30 days from the date on which the Subleased Assets are damaged or expropriated, unless such period of negotiation is extended by mutual agreement of the parties. The LHHOTEL is obligated to comply with the relevant securities laws.</p> <p>4. In the case where the Subleased Assets are under any major renovation or repair, which the parties jointly agree that it will result in the Sub-lessee being unable to use the Subleased Assets, whether entirely or partially, for the business operation of Grande Centre Point Terminal 21, the parties shall mutually determine the rental fee rates under this Agreement and the lease agreement of movable assets, and the payment period of such rental fee, whereas the negotiation shall be finalised no less than 30 days prior to the date of such major renovation or repair, unless the negotiation period is extended by mutual agreement of the parties. In any event, the determination of the rental fee rates shall reflect the proportion of areas unusable by the Sub-lessee as a result of such major renovation or repair.</p> <p>Furthermore, in the event that the major renovation is completed and resulted in the Subleased Assets being altered from their original condition for any reasons, such as increase or decrease of rooms, etc., the parties shall jointly determine the new rates of rental fee and amend other relevant terms and conditions to be in line with such changes. The new rates of rental fee and the amended terms and conditions shall come into force from the completion date of such major renovation or repair. The LHHOTEL is obligated to comply with the relevant securities laws.</p>
Force Majeure Clause	<p>In the event that (a) a force majeure event occurs under (1) of the definition of force majeure below, resulting in either party's non-performance of this Agreement or failure to receive benefits under this Agreement, or (b) a force majeure event occurs under (2) to (4) of the definition of force majeure under this Agreement, such party shall give the other party a written notice of such event as soon as practicable and the parties agree to perform the following acts:</p> <p>1. Both parties have the right to postpone the performance of this Agreement for a period equivalent to the period which is affected by the force majeure event, whereby the LHHOTEL and the Sub-lessee shall mutually agree to determine the duration of such period and deem that it is not a fault of either party. However, each party agrees not to use such force majeure event as an excuse for non-repayment of any debts in the amount payable under this Agreement, unless (a) in the case where the force majeure event has caused material damage to the Subleased Assets to the extent that the Sub-lessee may not use such Subleased Assets in accordance with the sublease purpose during any period, the Sub-lessee shall not be obligated to make rental fee payment for such period which the Sub-lessee cannot use the Subleased Assets and/or (b) in the case where the force majeure event occurs pursuant to which the Sub-lessee can make a request for postponement of rental fee payment or the exemption of rental fee as a result of such force majeure event as specified in this Agreement and/or</p> <p>2. The parties agree to review the provisions of this Agreement in good faith in order to be enable both parties to perform any acts for their mutual benefits and/or to restore to their normal conditions.</p>

	<p>In the case where the parties fail to reach an agreement for any acts to be performed for their mutual benefits as specified under first paragraph, the parties agree that this Agreement shall be terminated, and the consequences arising from the cause of termination shall apply mutatis mutandis.</p> <p>Force majeure means:</p> <p>(1) any event which occurs or causes an unpreventable disaster even though a person who experiences or is about to experience such event had exercised reasonable care in the same manner as an ordinary person would be able to do in such condition or circumstance, such as natural disaster, fire, flood, earthquake, unavoidable accident, war, riot, terrorism, strike, workplace closure, epidemic, etc., and/or</p> <p>(2) enactment of laws, rules, regulations, or requirements, interpretation, consideration, issuance of orders or opinions, rendering of decision, or any other act by relevant state agencies or government authorities, or legal restrictions or rules which materially affect either party's performance of this Agreement or cause either party to be unable to receive benefits hereunder, and/or</p> <p>(3) occurrence of economic crisis, economic downturn, or changes to behaviors or demands of consumers or groups of customers which affect the tourism industry in Bangkok and have a continuous material adverse effect on either party's performance under this Agreement or lead to either party's material failure to receive benefits hereunder, or have a material adverse effect on the Sub-lessee's performance under this Agreement or the Sub-lessee's business operation of Grande Centre Point Terminal 21 or operating results or financial position with respect to Grande Centre Point Terminal 21 (whereby such impact is not caused by the Sub-lessee's mismanagement of Grande Centre Point Terminal 21);</p> <p>(4) any cause with similar effect with (1) or (3) above, which is mutually considered and agreed by the parties to be a force majeure event.</p> <p>Nevertheless, for any case relating to any payment or transaction with respect to the performance of this Agreement to be carried out with commercial banks, a force majeure event shall also include the closure of all commercial banks in Thailand.</p>
Law and dispute resolution	<p>1.This contract shall be enforced and interpreted in accordance with Thai law.</p> <p>2. Disputes, arguments or claims arising out of or relating to this agreement which cannot be agreed between the parties, shall be presented to the court of jurisdiction.</p>

Summary of Material Terms and Conditions of the Sub-Lease Agreement of Immovable Properties of Grande Centre Point Hotel Ratchadamri

Sub-Lessee	L&H Hotel Management Co., Ltd. (the "Sub-lessee")
Sub-Lessor	SCB Asset Management Company Limited as the trustee of LH HOTEL Leasehold Real Estate Investment Trust ("LHHOTEL")
Sub-Leased Assets	(a) Building and constructions located in Grande Centre Point Hotel Ratchadamri

	<p>(b) Component parts of the Hotel Building which are all public facilities, including all facilities and any rights relating to or in connection with such assets.</p> <p>which are the assets that LHHOTEL lease from LH Mall and Hotel Co., Ltd. The assets as described in (a) – (b) shall be collectively referred to as the “Hotel” or “Sub-Leased Assets”.</p>
Sub-Lease Period	3 years each
Conditions for renewal of sublease agreement upon its expiry	The Sub-lessee gives its promise to LHHOTEL that if LHHOTEL exercises its right to demand the Sub-lessee to renew this sub-lease agreement upon the expiry of this sublease agreement, the Sub-lessee shall renew this sublease agreement for 3 times and for a period of no more than 3 years each subject to time clause and terms and conditions of renewal as specified in this sublease agreement.
Rental Fee and Payment	<p>Except for the case of extension or exemption on the rent payment due to the occurrence of any force majeure events as specified in this sublease agreement, the Sub-lessee shall pay the rent to LHHOTEL in accordance with the terms and conditions of this agreement. The rent under this agreement shall be divided into 2 parts which are (1) the fixed rental and (2) the variable rental, which shall be calculated on the net quarter income of Hotel based on the actual sub-lease term calculation method as described in this agreement.</p> <p>1. Annual Rent</p> <p>1.1 Fixed Rental</p> <p>(1.1.1) Initial Fixed Rental</p> <p>The sub-lessee agrees to pay Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be) within 60 (sixty) days from the end of each quarter.</p> <p>And the Fixed Rental at the Beginning of the Year means (a) total amount of the Total Initial Fixed Rental and Incremental Fixed Rental calculated at the end of the previous fiscal year (if any).</p> <p>(1.1.2) Incremental Fixed Rental</p> <p>At the end of fiscal year, if the proportion of rental between (a) total amount of the Variable Rental and (b) Total Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be), plus rental of movable properties according to the lease of movable assets agreement in that fiscal year, is in compliance with the related securities laws, the parties agree to distribute such calculated Variable Rental which is in compliance with such securities laws to the Incremental Fixed Rental (“Incremental Fixed Rental”) in order for the Variable Rental to be in the highest ratio under the related securities laws. The payment of this Incremental Fixed Rental will not affect the total rental of immovable properties according to the sublease of immovable properties agreement and rental according to the lease of movable assets agreement. In addition, the sub-lessee agrees to pay the Incremental Fixed Rental to LHHOTEL within 60 (sixty) days from the end of fiscal year.</p> <p>1.2 Variable Rental</p>

	<p>The sub-lessee agrees to pay Variable Rental within 60 (sixty) days from the end of each quarter.</p> <p>The calculation formula shall be as follows:</p> <p>The calculated Variable Rental = A x (B – C – D – E – F) whereas</p> <p>A = % of the Variable Rental at 85% (eighty five percent)</p> <p>B =Total income from the business operation of hotels in that particular quarter</p> <p>C = Total cost from the business operation of Hotel in that particular quarter (e.g. cost of accommodations, security, cleaning, and other operating activities)</p> <p>D =Total selling and administrative cost from the business operation of hotels in that particular quarter, which includes:</p> <ul style="list-style-type: none"> - Selling and marketing expenses - Administrative expenses - Returns on revenue sourcing whereas, at the beginning date of the sub-lease, the return rate does not exceed 5 (five) percent of the total income - Operating returns whereas, at the beginning date of the sub-lease, the return rate does not exceed 10 (ten) percent of the net income, excluding land and building tax (or any other similar taxes), amortization, insurance fee, and returns on revenue sourcing, respectively <p>E = Total operating expenses from the business operation of Hotel in that particular quarter (e.g. land and building tax (or any other similar taxes), insurance fee, maintenance cost and other operating expenses)</p> <p>F = Initial Fixed Rental or Fixed Rental at the Beginning of the Year in that particular quarter and the rental of movable assets according to the lease of movable assets agreement in the same quarter</p> <p>In case there is distribution of the calculated Variable Rental under this Clause to the Incremental Fixed Rental in order to make the ratio of Fixed Rental and Variable Rental under this agreement in accordance with the related securities law, the parties agree that the sub-lessee's payment of the Variable Rental distributed to the Incremental Fixed Rental in order to be in accordance with the related securities law shall be deemed the payment of Incremental Fixed Rental to LHHOTEL</p> <p>2. In an event that the sub-lease agreement has been renewed after contract expiration.</p> <p>The parties agree that the Total Initial Fixed Rental of the next sub-lease agreement shall be equal to the "Average Fixed Rental" of the term of the previous 3 (three) years sub-lease agreement.</p> <p>Whereas the Average Fixed Rental under this Clause means an average of the result of (a) total Fixed Rental of each year (including total Fixed Rental under the sublease of immovable properties agreement (excluding the Variable Rental) and rental of movable according to the lease of movable properties agreement) calculated by an actual turnover which have been revised in order for the Variable Rental to be in accordance with the related securities law during the sub-lease term of 3 (three) years prior to the renewal,</p>
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	<p>less (b) the rental of movable assets according to the lease of movable assets agreement in the same period.</p> <p>However, if in any year, the result of (a) less (b) is less than the "Basic Fixed Rental", the parties agree to use the Basic Fixed Rental for calculation of Average Fixed Rental for such particular year instead.</p> <p>3. Regulatory enforcement on rental rate and payment due date (In case of agreement renewal) for any cases</p> <p>In case that related regulation regarding fixed and/or variable rent payments is revised or changed, the counterparty will mutually amend terms and conditions of fixed and/or variable rent payments to comply with such revised/changed regulation.</p> <p>In case that the sub-lessee is unable to pay rent in full amount, such unpaid rental will be deemed as accrued rental revenue. This requires the sub-lessee to settle the unpaid amount to the REIT within 30 days from due date, except case of rental delay payment or exemption as a result of force majeure.</p> <p>With regard to the unpaid rent, the sub-lessee will be exempted of interest penalty for one time. If more, the sub-lessee is subject to interest penalty from default payment at the rate 15% per annum which calculate from the outstanding amount for a period from due date to settlement date.</p>
Postponement of rental payments due to force majeure	<p>In a case that occur in any quarter, the REIT allows the sub-lessee to postpone the rent in the month during the said event in the quarter as it is not considered defaulted of them. The payment of the rent will not lead to the sub-lessee's liquidity problems and will not affect the duty of maintaining their property. In addition, the REIT and the sub-lessee agreed to jointly set the period of effect from the said case by official writing.</p> <ol style="list-style-type: none"> 1. In the case that a force majeure, which affects the sub-lessee's property directly or around the sub-lessee's property location such as fire, floods or earthquakes, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is equal to or greater than 20 percent but less than 50 percent lower than the average monthly room revenue for the same period in the previous year . 2. In case of a force majeure which affects the hotel operations significantly and leads to <ol style="list-style-type: none"> (a) the slump of the average monthly room revenue during the said period of the hotel which is equal to or greater than 20 percent but less than 50 percent compared to the same period in the previous year and (b) the slump of the average monthly room revenue the hotels and resorts which are in the same standard and market during the said period which is equal to or greater than 15 percent compared to the same period in the previous year (if any) 3. In case of a force majeure which affects the hotel operations significantly and leads to <ol style="list-style-type: none"> (a) the slump of the average monthly room revenue during the said period of the hotel which is equal to or greater than 50 percent and

	<p>(b) the slump of the average monthly room revenue the hotels and resorts which are in the same standard and market during the said period which is equal to or greater than 15 percent but less than 30 percent (if any).</p> <p>In addition, if the sub-lessee's property was also affected by force majeure during the same period in the previous year, the average hotel room revenue per month or the average revenue per room of the hotels and resorts which are in the same standard and market (depending on the case) during the said period of the current year, it is to be compared to the average for the same period of the last year prior to that year which is the year the sub-lessee's property was not affected by force majeure or any renovation or renovation for the benefit of consideration under the above circumstances instead.</p> <p>Moreover, the sub-lessee must try to be honest to find the average revenue per room of the hotels and resorts which are in the same standard and market for the purpose of determining whether a force majeure has occurred or not. If it is not possible to find it or the average monthly room revenue that can be used for referrals, the REIT and the sub-lessee will agree to use the standardized information, rules, or other ratios that can be discovered from the general hotel business as criteria for consideration. Besides, if the parties cannot reach an agreement, the average monthly room revenue is to be used. Moreover, in the case that the REIT and sub-lessee specify more than one hotel which are in the same standard and market in Bangkok, to calculate the average revenue per room of the competition group by using the simple average of the average revenue per room of each hotel and resorts in the said group</p>
Rental payments that are postponed due to any force majeure	<p>In the case of a postponement of rental payment due to force majeure in any quarter, the sub-lessee shall make payment to the REIT in the following order:</p> <ol style="list-style-type: none"> 1. Fixed rental payment in the month without a force majeure event in that quarter 2. Variable rent in the month without a force majeure event in that quarter (if any) 3. The fixed rent that has been postponed 4. Variable rent that has been postponed (if any) <p>In addition to the debt repayment under item 3 and item 4 as mentioned above, the sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period up to the end of the rental period under this contract (including the extended rental period) or any time period which the parties have agreed. Furthermore, The REIT agrees that the sub-lessee do not have to pay any interest on the defaulted payment in any rents or any damages from arrears of rental fees or any late payment of rent which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
Rental payments that are postponed due to any force majeure	<p>In the case of a postponement of rental payment due to force majeure in any quarter, the sub-lessee shall make payment to the REIT in the following order:</p> <ol style="list-style-type: none"> 1. Fixed rental payment in the month without a force majeure event in that quarter 2. Variable rent in the month without a force majeure event in that quarter (if any) 3. The fixed rent that has been postponed

	<p>4. Variable rent that has been postponed (if any)</p> <p>In addition to the debt repayment under item 3 and item 4 as mentioned above, the sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period up to the end of the rental period under this contract (including the extended rental period) or any time period which the parties have agreed. Furthermore, The REIT agrees that the sub-lessee do not have to pay any interest on the defaulted payment in any rents or any damages from arrears of rental fees or any late payment of rent which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
Rental exemption due to force majeure	<p>In the case that one of the following events occurs during any quarter, the REIT agrees to waive the rent in the month during the said incident during the quarter to the sub-lessee, in which the sub-lessee are not obligated to pay rental fees for that period. In addition, both parties agree to determine the period of effect from the said incident by official a document. In addition, the calculation of the rent in the month which does not occur in this article shall be in accordance with the rules of rent calculation as mentioned in this contract.</p> <ol style="list-style-type: none"> 1. In the case that a force majeure affects the sub-lessee's property directly or around the sub-lessee's property location such as fire, flood or earthquake, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is equal to or greater than 50 percent lower than the average monthly room revenue for the same period in the previous year . 2. In case of a force majeure which affects the hotel operations significantly and leads to <ol style="list-style-type: none"> (a) the slump of the average monthly room revenue during the said period of the hotel which is equal to or greater than 50 percent compared to the same period in the previous year and (b) the slump of the average monthly room revenue the hotels and resorts which are in the same standard and market during the said period which is equal to or greater than 30 percent compared to the same period in the previous year (if any) <p>In addition, if the sub-lessee's property was also affected by force majeure during the same period in the previous year, the average hotel room revenue per month or the average revenue per room of the hotels and resorts which are in the same standard and market (depending on the case) during the said period of the current year, it is to be compared to the average for the same period of the last year prior to that year which is the year the sub-lessee's property was not affected by force majeure or any renovation or renovation for the benefit of consideration under the above circumstances instead.</p>
The hotels and resorts which are in the same standard and market	<p>Refers to the hotels and resorts which are in the same standard and markets in Bangkok as the REIT and the sub-lessee may specify or agree each year after the effective date of this contract. The consideration may be based on the location and distance from the project, details and property characteristics or other rules that the REIT will be able to use to compare when that the said situation occurs.</p>
Obligations of LHHOTEL	<p>On the Effective Date of Sublease Agreement of Immovable Properties, LHHOTEL shall cause the lessor under the lease agreement of immovable properties entered between the lessor and LHHOTEL, to deliver</p>

	<p>the Sub-Leased Assets in as-is condition to the Sub-Lessee; provided that, LHHOTEL shall be responsible for expenses arising out of the Sub-Leased Assets throughout the sub-lease term as follows:</p> <ul style="list-style-type: none"> (a) Any expenses relating to improvement or renovation concerning the structure or important parts of the building (Structural Repairs); (b) When any changes or replacement to the leased movable assets is required, the Sub-Lessee shall carry out the changes or replacement at LHHOEL's costs. The changes or replacement shall belong to LHHOTEL. <p>The approval for expenses of the above (a) and (b) shall be at the sole discretion of LHHOTEL but LHHOTEL shall not hold the approval without any reasonable grounds.</p> <p>In addition, in consideration of the distribution to the unitholders of LHHOTEL, LHHOTEL agrees to take expenses as described above into account and shall retain a certain amount as reserve for expenses to be responsible by LHHOTEL, as described above.</p>
Obligations of the Sub-Lessee	<p>The Sub-Lessee shall use its best effort as hotel operator in general to maintain the Sub-Leased Assets in good conditions throughout sub-lease term.</p> <p>In order to keep the Sub-Leased Assets to be in good conditions and appropriate for the use per the objectives set out in this agreement, the Sub-Lessee shall be responsible for maintenance, repairs, and take any and all actions which are necessary to keep the Sub-Leased Assets well maintained in the nature of hotel. The expenses of these matters shall be deemed as a part of operating expenses according to the Sub-Lessee's budget which is approved by LHHOTEL according to terms and conditions of this agreement.</p>
Transfer of Leasehold Right and Sub-lease	LHHOTEL gives its consent to the Sub-lessee for sub-leasing the areas in the Sub-Leased Assets as the purposes intended in this agreement.
Taxes and Expenses	<ol style="list-style-type: none"> 1. The Sub-lessee agrees to be responsible for fees, stamp duty, and any expenses in connection with the sublease of the Sub-Leased Assets under this agreement (if any) throughout the sub-lease term under this agreement and the extended term. 2. The Sub-Lessee agrees to be responsible for, building and land tax and local development tax (or any similar taxes) relating to the Sub-Leased Assets under the applicable laws as currently applied, and any of property tax arising out of this Sub-Leased Assets throughout the sub-lease term.
Reasons for terminating the contract	<p>This contract may be terminated by either party if any of the following events occur:</p> <ol style="list-style-type: none"> 1.) Default by the sub-lessee <p>(a) In the case that the sub-lessee violate or fail to comply with any agreements as specified in this contract or breach of the certification which is the essences provided in this contract and unable to take corrective actions and comply with the contract within 60 after the notification of the breach of contract or within any time period contracted by the parties except for force majeure or any events out of the control of the sub-lessee. Moreover, in the case that the sub-lessee fails to pay a fixed rental fee and / or variable rental fee, the default will be considered for a period of more than 30 days from the rental payment due date except for a case out of the control of the sub-lessee in which the REIT and the sub-lessee agrees to extend the lease payment period</p>

	<p>(b) In case that the sub-lessee is prosecuted or there are other events causing significant negative damage to the sub-lessee operations or financial status as well as significantly affecting the sub-lessee's performance such as failing to pay the payment according to the terms of the loan agreement, guaranteed debt and / or debt instruments and / or any financial instruments or any debt, in which the defaulted debt is worth more than 50,000,000 baht). This does not include loans from shareholders and sub-lessee's incapability to resolve the said default within 60 days or within any time period as agreed on this contract. The sub-lessee may not show to the REIT that the he/she has a defense that may win the case. Or if the case is settled, he/she has to pay in the said case. For the aforementioned reasons, they do not lead to a significant negative impact on the ability of the sub-lessee to comply with this contract.</p> <p>(c) In case that there are amendments, changes, refrain or cancel licenses, certificate, consent letter, any benefits which the sub-lessee received from a government agency, an official, any person or juristic person that the sub-lessee needs to have or use for the main business, and they cannot be resolved within the time period agreed by the REIT and the sub-lessee leading significant negative impact on the hotel operations.</p> <p>(d) In case that the sub-lessee is prosecuted by law or government order or because of any other case that has a significant negative impact on the ability to comply with this agreement by the sub-lessee, the power to operate business of the must change or be inconvenient, or the sub-lessee's property or income even some or all , must be confiscated, expropriated or become vested in the state which the REIT believes that it has a significant negative impact on the ability of the sub-lessee to comply with this contract.</p> <p>(e) In case that the sub-lessee is under court order, being adjudged bankrupt, in the process of dissolution of the company, liquidation or requesting the rehabilitation of the court or relevant government agencies or any other similar process which has a significant negative impact on the ability of the sub-lessee to pay the debt or comply with this contract</p> <p>(f) In case that the tenant has stopped all the business or some parts which let the REIT not to be able to find benefit from benefit from the sub-lessee's property which has a significant negative effect to the hotel operations</p> <p>(g) In case that the meeting of the board of directors and / or the meeting of the sub-lessee has a conclusion to sell or transfer all or some parts of the business to other parties or to merge companies with other people which the REIT believes that there will be a significant negative impact on the rental payment or the performance of this contract. except with the prior written consent of the REIT</p> <p>2.) Defaulted by the REIT</p> <p>In the event that the REIT breaks or does not comply with any core agreements as specified in this contract as well as breaching any main agreements provided in this contract and the REIT is unable to take corrective action and comply with the contract within 60 days from the date of receipt of notification or notification of the cause of the breach of contract or within any time period agreed by both parties except for force majeure or any events out of the control of the REIT or The fact that L&H Property</p>
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	<p>Company Limited, as the lessor in the immovable property lease agreement, does not perform the duty or breach the certification set forth in the said contract..</p> <ol style="list-style-type: none"> 1. In case that the Trust is unable to become the holder of the leasehold rights to the sub-lessee's property under the immovable property lease agreement 2. In case that the rental contract comes expires as specified in the contract and the REIT or the sub-lessee has not agreed to renew this contract in accordance with the terms and conditions regarding the renewal as specified in this contract. 3. In cast that both parties mutually agree to terminate this contract due to the damage or expropriation of the property so that the sub-lessee will be unable to find benefits of operating hotel or any business related to this.
The result of the expiration of the contract.	<ol style="list-style-type: none"> 1. When this contract ends without any contract renewal, the sub-lessee agrees to take the following actions; <ol style="list-style-type: none"> 1.1 Return the property to the REIT or the person assigned by the REIT in an appropriate condition and the property must be able to be used according to the objectives specified in this contract. 1.2 Pay fixed rental fees and variable rental fees in accordance with the rules mentioned in this contract. They are calculated based on the proportion of the actual rental period to the REIT within 60 days from the effective date of this contract termination 1.3 Deliver any benefit which the sub-lessee has received in advance, such as advance rental fee and other advance income (if any), including deposits for the REIT or the person assigned by the REIT Moreover, (a) in case that the sub-lessee receives the benefits after the expiration of this agreement, the sub-lessee agrees to deliver the said benefits to the REIT or the person assigned by the REIT in accordance with the terms in this clause. (b) In the case that the REIT or any other person receiving any benefits which is the benefit that the sub-lessee should receive before the date of this agreement expires, the REIT agrees to proceed with the return of the said benefits to the sub-lessee. In both cases mentioned before, both parties agree to deliver the said benefits to the other party within 30 days of receiving the benefits. 1.4 To cooperate as required and appropriate to help the person assigned by the REIT to operate the hotel operation in accordance with the law and / or other agencies related within a reasonable time after receiving a written request from the REIT without any compensation. To help the REIT or the person assigned by the REIT to transfer or grant a hotel business license or the transfer of rights and duties under various contracts. If the REIT is unable to find the new sub-lessee to replace the previous one, the sub-lessee agrees to sublease the asset for hotel operation until the REIT is able to find other to sublease the property and the time period must not exceed 180 days from the expiration of the rental period. In addition, it is considered that the sub-lessee has no duty to continue to sublease the property during the said period if the sub-lease contract renewal is limited or impossible. 2. In the case that the contract is terminated, the parties shall not lose the right to claim any expenses and damages, which occurred before the contract was terminated, expenses and damages arising from contract termination and / or any damages as required by law. Moreover, during the rental period under

	<p>this contract and any time extended, the REIT has no right to terminate the sub-lessee's agreement with the sub-lessee. If there is no default on any breach of contract caused by the sub-lessee.</p>
Property damage and expropriation	<ol style="list-style-type: none"> 1. In case that the some part or all part of sub-leased property is expropriated or damaged, without any fault of the parties so that the sub-lessee may not use the property for the benefit of operating the hotel business, this contract is deemed to end on the date the project is damaged or expropriated. Each party has no right to claim damages, expenses, money or any other benefits from the other party except for damages from a result of breach of contract before the date this contract is terminated 2. In case that the sublease property is damaged or partially expropriated and the REIT and the sub-lessee agree that the property can still be used for the benefit of operating the hotel business. It shall be considered that this contract is still in force only for the sublease property that is not damaged and is still in a usable condition. It is also considered that the said property is still the property which is sublet under the contract. Both parties shall jointly consider the appropriateness of adjusting the rental rate to be in accordance with the condition of the sublease property that is damaged or partially expropriated.
Force Majeure Clause	<ol style="list-style-type: none"> 1. In case that force majeure occurs and results to either party to not be able to comply with this contract, that party must immediately send a letter notifying the other party of such force majeure, and in that case, both parties shall have the right to postpone the implementation of this agreement to the extent of the occurrence of force majeure. Both parties jointly agree to determine the period, which is not considered the fault of any party. However, both parties agree that the force majeure will not be given as an excuse for not paying any debt be paid under this contract, except (a) in the case that an event of force majeure results in a significant loss of the sublease property which the sub-lessee may not be able to use the sub-leased property for the purpose of the sublease and/or (b) in the case of an force majeure event that the sub-lessee can request to postpone the rental payment and the rental exemption due to the force majeure as specified in this agreement respectively. 2. If the said force majeure mentioned above become the cause of either party's incapability to comply with the contract or be unable to receive the benefit under this contract, both parties faithfully agree to review the terms of this contract so that they can take any action for the benefit of the parties and / or return to their original status. If both parties cannot jointly agree to take any actions to for the benefit of the parties as stipulated in (a), both parties agree the termination of this contract and the consequences of the termination of the contract shall apply mutatis mutandis.
Law and dispute resolution	<p>This contract shall be enforced and interpreted in accordance with Thai law.</p> <p>Disputes, arguments or claims arising out of or relating to this agreement which cannot be agreed between the parties, shall be presented to the court of jurisdiction</p>
Remark	<p>Force majeure means</p> <p>(a.) any event that causes or causes a disaster which cannot be prevented. Although the person facing or nearing the incident may exercise carefully, as the general public can do in that condition such as natural disasters, fires, floods, earthquakes, unavoidable accidents, wars, rioters, terrorism, strike, closing of the workplace, epidemic disease etc.</p>

	<p>(b.) Legislation or regulation or other activities of the state or any legal or regulatory restrictions that may affect the implementation of this contract or any reasons which have the same effect that the affected parties cannot control.</p> <p>(c.) Emergence of economic crisis, economic downturn or behaviour change of the customers which affects tourism industry of Bangkok Metropolitan and impacts compliance of the agreements continuously or causes the counterparty to lost benefits from the agreements significantly or impacts to the agreement compliance of the sub-lessee or its performance or financial status in relation with the Sub-Leased Assets.</p> <p>(d.) Any causes with similar results to the mentioned causes which the counterparties mutually agree to be considered as force majeure event</p> <p>It also includes any payment or transaction in compliance with this contract which must be processed with a commercial bank as well as the stopping working of all commercial banks in Thailand.</p>
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Summary of Material Terms and Conditions of the Sub-Lease Agreement of Immovable Properties of Grande Centre Point Hotel Sukhumvit 55

Sub-Lessee	L&H Hotel Management Co., Ltd. (the “ Sub-lessee ”)
Sub-Lessor	SCB Asset Management Company Limited as the trustee of LH HOTEL Leasehold Real Estate Investment Trust (“ LHHOTEL ”)
Sub-Leased Assets	<p>(a) Building and constructions located in Grande Centre Point Hotel Sukhumvit 55</p> <p>(b) Component parts of the Hotel Building which are all public facilities, including all facilities and any rights relating to or in connection with such assets.</p> <p>which are the assets that LHHOTEL lease from LH Mall and Hotel Co., Ltd. The assets as described in (a) – (b) shall be collectively referred to as the “Hotel” or “Sub-Leased Assets”.</p>
Sub-Lease Period	3 years each
Conditions for renewal of sublease agreement upon its expiry	The Sub-lessee gives its promise to LHHOTEL that if LHHOTEL exercises its right to demand the Sub-lessee to renew this sub-lease agreement upon the expiry of this sublease agreement, the Sub-lessee shall renew this sublease agreement for 3 times and for a period of no more than 3 years each subject to time clause and terms and conditions of renewal as specified in this sublease agreement.
Rent and Payment	<p>Except for the case of extension or exemption on the rent payment due to the occurrence of any force majeure events as specified in this sublease agreement, the Sub-lessee shall pay the rent to LHHOTEL in accordance with the terms and conditions of this agreement. The rent under this agreement shall be divided into 2 parts which are (1) the fixed rental and (2) the variable rental, which shall be calculated on the net quarter income of Hotel based on the actual sub-lease term calculation method as described in this agreement.</p> <p>1. Annual Rent</p>

	<p>1.1 Fixed Rental</p> <p>(1.1.1) Initial Fixed Rental</p> <p>The sub-lessee agrees to pay Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be) within 60 (sixty) days from the end of each quarter.</p> <p>And the Fixed Rental at the Beginning of the Year means (a) total amount of the Total Initial Fixed Rental and Incremental Fixed Rental calculated at the end of the previous fiscal year (if any).</p> <p>(1.2) Incremental Fixed Rental</p> <p>At the end of fiscal year, if the proportion of rental between (a) total amount of the Variable Rental and (b) Total Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be), plus rental of movable properties according to the lease of movable assets agreement in that fiscal year, is in compliance with the related securities laws, the parties agree to distribute such calculated Variable Rental which is in compliance with such securities laws to the Incremental Fixed Rental ("Incremental Fixed Rental") in order for the Variable Rental to be in the highest ratio under the related securities laws. The payment of this Incremental Fixed Rental will not affect the total rental of immovable properties according to the sublease of immovable properties agreement and rental according to the lease of movable assets agreement. In addition, the sub-lessee agrees to pay the Incremental Fixed Rental to LHHOTEL within 60 (sixty) days from the end of fiscal year.</p> <p>1.2 Variable Rental</p> <p>The sub-lessee agrees to pay Variable Rental within 60 (sixty) days from the end of each quarter. The calculation formula shall be as follows:</p> <p>The calculated Variable Rental = $A \times (B - C - D - E - F)$ whereas</p> <p>A = % of the Variable Rental at 85% (eighty five percent)</p> <p>B = Total income from the business operation of hotels in that particular quarter</p> <p>C = Total cost from the business operation of Hotel in that particular quarter (e.g. cost of accommodations, security, cleaning, and other operating activities)</p> <p>D = Total selling and administrative cost from the business operation of hotels in that particular quarter, which includes:</p> <ul style="list-style-type: none"> - Selling and marketing expenses - Administrative expenses - Returns on revenue sourcing whereas, at the beginning date of the sub-lease, the return rate does not exceed 5 (five) percent of the total income - Operating returns whereas, at the beginning date of the sub-lease, the return rate does not exceed 10 (ten) percent of the net income, excluding land and building tax (or any other similar taxes), amortization, insurance fee, and returns on revenue sourcing, respectively
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	<p>E = Total operating expenses from the business operation of Hotels in that particular quarter (e.g. land and building tax (or any other similar taxes), insurance fee, maintenance cost and other operating expenses)</p> <p>F = Initial Fixed Rental or Fixed Rental at the Beginning of the Year in that particular quarter and the rental of movable assets according to the lease of movable assets agreement in the same quarter</p> <p>In case there is distribution of the calculated Variable Rental under this Clause to the Incremental Fixed Rental in order to make the ratio of Fixed Rental and Variable Rental under this agreement in accordance with the related securities law, the parties agree that the sub-lessee's payment of the Variable Rental distributed to the Incremental Fixed Rental in order to be in accordance with the related securities law shall be deemed the payment of Incremental Fixed Rental to LHHOTEL</p> <p>1. In an event that the sub-lease agreement has been renewed after contract expiration.</p> <p>The parties agree that the Total Initial Fixed Rental of the next sub-lease agreement shall be equal to the "Average Fixed Rental" of the term of the previous 3 (three) -year-sub-lease agreement.</p> <p>Whereas the Average Fixed Rental under this Clause means an average of the result of (a) total Fixed Rental of each year (including total Fixed Rental under the sublease of immovable properties agreement (excluding the Variable Rental) and rental of movable according to the lease of movable properties agreement) calculated by an actual turnover which have been revised in order for the Variable Rental to be in accordance with the related securities law during the sub-lease term of 3 (three) years prior to the renewal, less (b) the rental of movable assets according to the lease of movable assets agreement in the same period.</p> <p>However, if in any year, the result of (a) less (b) is less than the "Basic Fixed Rental", the parties agree to use the Basic Fixed Rental for calculation of Average Fixed Rental for such particular year instead.</p> <p>2. Regulatory enforcement on rental rate and payment due date (In case of agreement renewal) for any cases</p> <p>In case that related regulation regarding fixed and/or variable rent payments is revised or changed, the counterparty will mutually amend terms and conditions of fixed and/or variable rent payments to comply with such revised/changed regulation.</p> <p>In case that the sub-lessee is unable to pay rent in full amount, such unpaid rental will be deemed as accrued rental revenue. This requires the sub-lessee to settle the unpaid amount to the REIT within 30 days from due date, except case of rental delay payment or exemption as a result of force majeure.</p> <p>With regard to the unpaid rent, the sub-lessee will be exempted of interest penalty for one time. If more, the sub-lessee is subject to interest penalty from default payment at the rate 15% per annum which calculate from the outstanding amount for a period from due date to settlement date.</p>
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<p>Postponement of rental payments due to force majeure</p>	<p>In a case that occur in any quarter, the REIT allows the sub-lessee to postpone the rent in the month during the said event in the quarter as it is not considered defaulted of them. The payment of the rent will not lead to the sub-lessee' s liquidity problems and will not affect the duty of maintaining their property. In addition, the REIT and the sub-lessee agreed to jointly set the period of effect from the said case by official writing.</p> <ol style="list-style-type: none"> 1. In the case that a force majeure, which affects the sub-lessee's property directly or around the sub-lessee's property location such as fire, floods or earthquakes, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is equal to or greater than 20 percent but less than 50 percent lower than the average monthly room revenue for the same period in the previous year . 2. In case of a force majeure which affects the hotel operations significantly and leads to <ol style="list-style-type: none"> (c) the slump of the average monthly room revenue during the said period of the hotel which is equal to or greater than 20 percent but less than 50 percent compared to the same period in the previous year and (d) the slump of the average monthly room revenue the hotel and resorts which are in the same standard and market during the said period which is equal to or greater than 15 percent compared to the same period in the previous year (if any) 3. In case of a force majeure which affects the hotel operations significantly and leads to <ol style="list-style-type: none"> (c) the slump of the average monthly room revenue during the said period of the hotel which is equal to or greater than 50 percent and (d) the slump of the average monthly room revenue the hotel and resorts which are in the same standard and market during the said period which is equal to or greater than 15 percent but less than 30 percent (if any). <p>In addition, if the sub-lessee's property was also affected by force majeure during the same period in the previous year, the average hotel room revenue per month or the average revenue per room of the hotels and resorts which are in the same standard and market (depending on the case) during the said period of the current year, it is to be compared to the average for the same period of the last year prior to that year which is the year the sub-lessee's property was not affected by force majeure or any renovation or renovation for the benefit of consideration under the above circumstances instead.</p> <p>Moreover, the sub-lessee must try to be honest to find the average revenue per room of the hotels and resorts which are in the same standard and market for the purpose of determining whether a force majeure has occurred or not. If it is not possible to find it or the average monthly room revenue that can be used for referrals, the REIT and the sub-lessee will agree to use the standardized information, rules, or other ratios that can be discovered from the general hotel business as criteria for consideration. Besides, if the parties cannot reach an agreement, the average monthly room revenue is to be used. Moreover, in the case that the REIT and sub-lessee specify more than one hotel which are in the same standard and market in Bangkok,</p>
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	to calculate the average revenue per room of the competition group by using the simple average of the average revenue per room of each hotel and resorts in the said group
Rental payments that are postponed due to any force majeure	<p>In the case of a postponement of rental payment due to force majeure in any quarter, the sub-lessee shall make payment to the REIT in the following order:</p> <ol style="list-style-type: none"> 1. Fixed rental payment in the month without a force majeure event in that quarter 2. Variable rent in the month without a force majeure event in that quarter (if any) 3. The fixed rent that has been postponed 4. Variable rent that has been postponed (if any) <p>In addition to the debt repayment under item 3 and item 4 as mentioned above, the sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period up to the end of the rental period under this contract (including the extended rental period) or any time period which the parties have agreed. Furthermore, The REIT agrees that the sub-lessee do not have to pay any interest on the defaulted payment in any rents or any damages from arrears of rental fees or any late payment of rent which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
Rental payments that are postponed due to any force majeure	<p>In the case of a postponement of rental payment due to force majeure in any quarter, the sub-lessee shall make payment to the REIT in the following order:</p> <ol style="list-style-type: none"> 1. Fixed rental payment in the month without a force majeure event in that quarter 2. Variable rent in the month without a force majeure event in that quarter (if any) 3. The fixed rent that has been postponed 4. Variable rent that has been postponed (if any) <p>In addition to the debt repayment under item 3 and item 4 as mentioned above, the sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period up to the end of the rental period under this contract (including the extended rental period) or any time period which the parties have agreed. Furthermore, The REIT agrees that the sub-lessee do not have to pay any interest on the defaulted payment in any rents or any damages from arrears of rental fees or any late payment of rent which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
Rental exemption due to force majeure	<p>In the case that one of the following events occurs during any quarter, the REIT agrees to waive the rent in the month during the said incident during the quarter to the sub-lessee, in which the sub-lessee are not obligated to pay rental fees for that period. In addition, both parties agree to determine the period of effect from the said incident by official a document. In addition, the calculation of the rent in the month which does not occur in this article shall be in accordance with the rules of rent calculation as mentioned in this contract.</p> <ol style="list-style-type: none"> 1. In the case that a force majeure affects the sub-lessee's property directly or around the sub-lessee's property location such as fire, flood or earthquake, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is

	<p>equal to or greater than 50 percent lower than the average monthly room revenue for the same period in the previous year .</p> <p>2. In case of a force majeure which affects the hotel operations significantly and leads to</p> <p>(c) the slump of the average monthly room revenue during the said period of the hotel which is equal to or greater than 50 percent compared to the same period in the previous year and</p> <p>(d) the slump of the average monthly room revenue the hotels and resorts which are in the same standard and market during the said period which is equal to or greater than 30 percent compared to the same period in the previous year (if any)</p> <p>In addition, if the sub-lessee's property was also affected by force majeure during the same period in the previous year, the average hotel room revenue per month or the average revenue per room of the hotels and resorts which are in the same standard and market (depending on the case) during the said period of the current year, it is to be compared to the average for the same period of the last year prior to that year which is the year the sub-lessee's property was not affected by force majeure or any renovation or renovation for the benefit of consideration under the above circumstances instead.</p>
The hotels and resorts which are in the same standard and market	Refers to the hotels and resorts which are in the same standard and markets in Bangkok as the REIT and the sub-lessee may specify or agree each year after the effective date of this contract. The consideration may be based on the location and distance from the project, details and property characteristics or other rules that the REIT will be able to use to compare when that the said situation occurs.
Obligations of LHHOTEL	<p>On the Effective Date of Sublease Agreement of Immovable Properties, LHHOTEL shall cause the lessor under the lease agreement of immovable properties entered between the lessor and LHHOTEL, to deliver the Sub-Leased Assets in as-is condition to the Sub-Lessee; provided that, LHHOTEL shall be responsible for expenses arising out of the Sub-Leased Assets throughout the sub-lease term as follows:</p> <p>(a) Any expenses relating to improvement or renovation concerning the structure or important parts of the building (Structural Repairs);</p> <p>(b) When any changes or replacement to the leased movable assets is required, the Sub-Lessee shall carry out the changes or replacement at LHHOEL's costs. The changes or replacement shall belong to LHHOTEL.</p> <p>The approval for expenses of the above (a) and (b) shall be at the sole discretion of LHHOTEL but LHHOTEL shall not hold the approval without any reasonable grounds.</p> <p>In addition, in consideration of the distribution to the unitholders of LHHOTEL, LHHOTEL agrees to take expenses as described above into account and shall retain a certain amount as reserve for expenses to be responsible by LHHOTEL, as described above.</p>
Obligations of the Sub-Lessee	<p>The Sub-Lessee shall use its best effort as hotel operator in general to maintain the Sub-Leased Assets in good conditions throughout sub-lease term.</p> <p>In order to keep the Sub-Leased Assets to be in good conditions and appropriate for the use per the objectives set out in this agreement, the Sub-Lessee shall be responsible for maintenance, repairs, and take any and all actions which are necessary to keep the Sub-Leased Assets well maintained in the</p>

	<p>nature of hotel. The expenses of these matters shall be deemed as a part of operating expenses according to the Sub-Lessee's budget which is approved by LHHOTEL according to terms and conditions of this agreement.</p>
Transfer of Leasehold Right and Sub-lease	<p>LHHOTEL gives its consent to the Sub-lessee for sub-leasing the areas in the Sub-Leased Assets as the purposes intended in this agreement.</p>
Taxes and Expenses	<ol style="list-style-type: none"> 1. The Sub-lessee agrees to be responsible for fees, stamp duty, and any expenses in connection with the sublease of the Sub-Leased Assets under this agreement (if any) throughout the sub-lease term under this agreement and the extended term. 2. The Sub-Lessee agrees to be responsible for, building and land tax and local development tax (or any similar taxes) relating to the Sub-Leased Assets under the applicable laws as currently applied, and any of property tax arising out of this Sub-Leased Assets throughout the sub-lease term.
Reasons for terminating the contract	<p>This contract may be terminated by either party if any of the following events occur:</p> <ol style="list-style-type: none"> 1.) Default by the sub-lessee <ol style="list-style-type: none"> (a) In the case that the sub-lessee violate or fail to comply with any agreements as specified in this contract or breach of the certification which is the essences provided in this contract and unable to take corrective actions and comply with the contract within 60 after the notification of the breach of contract or within any time period contracted by the parties except for force majeure or any events out of the control of the sub-lessee. Moreover, in the case that the sub-lessee fails to pay a fixed rental fee and / or variable rental fee, the default will be considered for a period of more than 30 days from the rental payment due date except for a case out of the control of the sub-lessee in which the REIT and the sub-lessee agrees to extend the lease payment period (b) In case that the sub-lessee is prosecuted or there are other events causing significant negative damage to the sub-lessee operations or financial status as well as significantly affecting the sub-lessee's performance such as failing to pay the payment according to the terms of the loan agreement, guaranteed debt and / or debt instruments and / or any financial instruments or any debt, in which the defaulted debt is worth more than 50,000,000 baht). This does not include loans from shareholders and sub-lessee's incapability to resolve the said default within 60 days or within any time period as agreed on this contract. The sub-lessee may not show to the REIT that the he/she has a defense that may win the case. Or if the case is settled, he/she has to pay in the said case. For the aforementioned reasons, they do not lead to a significant negative impact on the ability of the sub-lessee to comply with this contract. (c) In case that there are amendments, changes, refrain or cancel licenses, certificate, consent letter, any benefits which the sub-lessee received from a government agency, an official, any person or juristic person that the sub-lessee needs to have or use for the main business, and they cannot be resolved within the time period agreed by the REIT and the sub-lessee leading significant negative impact on the hotel operations. (d) In case that the sub-lessee is prosecuted by law or government order or because of any other case that has a significant negative impact on the ability to comply with this agreement by the sub-lessee, the power to operate business of the must change or be inconvenient, or the sub-lessee's property or

	<p>income even some or all , must be confiscated, expropriated or become vested in the state which the REIT believes that it has a significant negative impact on the ability of the sub-lessee to comply with this contract.</p> <p>(e) In case that the sub-lessee is under court order, being adjudged bankrupt, in the process of dissolution of the company, liquidation or requesting the rehabilitation to the court or relevant government agencies or any other similar process which has a significant negative impact on the ability of the sub-lessee to pay the debt or comply with this contract</p> <p>(f) In case that the tenant has stopped all the business or some parts which let the REIT not to be able to find benefit from the sub-lessee's property which has a significant negative effect to the hotel operations</p> <p>(g) In case that the meeting of the board of directors and / or the meeting of the sub-lessee has a conclusion to sell or transfer all or some parts of the business to other parties or to merge companies with other people which the REIT believes that there will be a significant negative impact on the rental payment or the performance of this contract. except with the prior written consent of the REIT</p> <p>2.) Defaulted by the REIT</p> <p>In the event that the REIT breaks or does not comply with any core agreements as specified in this contract as well as breaching any main agreements provided in this contract and the REIT is unable to take corrective action and comply with the contract within 60 days from the date of receipt of notification or notification of the cause of the breach of contract or within any time period agreed by both parties except for force majeure or any events out of the control of the REIT or The fact that L&H Property Company Limited, as the lessor in the immovable property lease agreement, does not perform the duty or breach the certification set forth in the said contract..</p> <ol style="list-style-type: none"> 1. In case that the Trust is unable to become the holder of the leasehold rights to the sub-lessee's property under the immovable property lease agreement 2. In case that the rental contract comes expires as specified in the contract and the REIT or the sub-lessee has not agreed to renew this contract in accordance with the terms and conditions regarding the renewal as specified in this contract. 3. In cast that both parties mutually agree to terminate this contract due to the damage or expropriation of the property so that the sub-lessee will be unable to find benefits of operating hotel or any business related to this.
The result of the expiration of the contract.	<ol style="list-style-type: none"> 1. When this contract ends without any contract renewal, the sub-lessee agrees to take the following actions; <ol style="list-style-type: none"> 1.1 Return the property to the REIT or or the person assigned by the REIT in an appropriate condition and the property must be able to be used according to the objectives specified in this contract. 1.2 Pay fixed rental fees and variable rental fees in accordance with the rules mentioned in this contract. They are calculated based on the proportion of the actual rental period to the REIT within 60 days from the effective date of this contract termination

	<p>1.3 Deliver any benefit which the sub-lessee has received in advance, such as advance rental fee and other advance income (if any), including deposits for the REIT or the person assigned by the REIT</p> <p>Moreover, (a) in case that the sub-lessee receives the benefits after the expiration of this agreement, the sub-lessee agrees to deliver the said benefits to the REIT or the person assigned by the REIT in accordance with the terms in this clause. (b) In the case that the REIT or any other person receiving any benefits which is the benefit that the sub-lessee should receive before the date of this agreement expires, the REIT agrees to proceed with the return of the said benefits to the sub-lessee. In both cases mentioned before, both parties agree to deliver the said benefits to the other party within 30 days of receiving the benefits.</p> <p>1.4 To cooperate as required and appropriate to help the person assigned by the REIT to operate the hotel operation in accordance with the law and / or other agencies related within a reasonable time after receiving a written request from the REIT without any compensation. To help the REIT or the person assigned by the REIT to transfer or grant a hotel business license or the transfer of rights and duties under various contracts. If the REIT is unable to find the new sub-lessee to replace the previous one, the sub-lessee agrees to sublease the asset for hotel operation until the REIT is able to find other to sublease the property and the time period must not exceed 180 days from the expiration of the rental period. In addition, it is considered that the sub-lessee has no duty to continue to sublease the property during the said period if the sub-lease contract renewal is limited or impossible.</p> <p>2. In the case that the contract is terminated, the parties shall not lose the right to claim any expenses and damages, which occurred before the contract was terminated, expenses and damages arising from contract termination and / or any damages as required by law. Moreover, during the rental period under this contract and any time extended, the REIT has no right to terminate the sub-lessee's agreement with the sub-lessee. If there is no default on any breach of contract caused by the sub-lessee.</p>
Property damage and expropriation	<p>1. In case that some part or all part of sub-leased property is expropriated or damaged, without any fault of the parties so that the sub-lessee may not use the property for the benefit of operating the hotel business, this contract is deemed to end on the date the project is damaged or expropriated. Each party has no right to claim damages, expenses, money or any other benefits from the other party except for damages from a result of breach of contract before the date this contract is terminated</p> <p>2. In case that the sublease property is damaged or partially expropriated and the REIT and the sub-lessee agree that the property can still be used for the benefit of operating the hotel business. It shall be considered that this contract is still in force only for the sublease property that is not damaged and is still in a usable condition. It is also considered that the said property is still the property which is sublet under the contract. Both parties shall jointly consider the appropriateness of adjusting the rental rate to be in accordance with the condition of the sublease property that is damaged or partially expropriated.</p>
Force Majeure Clause	<p>1. In case that force majeure occurs and results to either party to not be able to comply with this contract, that party must immediately send a letter notifying the other party of such force majeure, and in that case, both parties shall have the right to postpone the implementation of this agreement to the extent</p>

	<p>of the occurrence of force majeure. Both parties jointly agree to determine the period, which is not considered the fault of any party. However, both parties agree that the force majeure will not be given as an excuse for not paying any debt be paid under this contract, except (a) in the case that an event of force majeure results in a significant loss of the sublease property which the sub-lessee may not be able to use the sub-leased property for the purpose of the sublease and/or (b) in the case of an force majeure event that the sub-lessee can request to postpone the rental payment and the rental exemption due to the force majeure as specified in this agreement respectively.</p> <p>2. If the said force majeure mentioned above become the cause of either party's incapability to comply with the contract or be unable to receive the benefit under this contract, both parties faithfully agree to review the terms of this contract so that they can take any action for the benefit of the parties and / or return to their original status. If both parties cannot jointly agree to take any actions to for the benefit of the parties as stipulated in (a), both parties agree the termination of this contract and the consequences of the termination of the contract shall apply mutatis mutandis.</p>
Law and dispute resolution	<p>This contract shall be enforced and interpreted in accordance with Thai law.</p> <p>Disputes, arguments or claims arising out of or relating to this agreement which cannot be agreed between the parties, shall be presented to the court of jurisdiction</p>
Remark	<p>Force majeure means</p> <ul style="list-style-type: none"> (a) any event that causes or causes a disaster which cannot be prevented. Although the person facing or nearing the incident may exercise carefully, as the general public can do in that condition such as natural disasters, fires, floods, earthquakes, unavoidable accidents, wars, rioters, terrorism, strike, closing of the workplace, epidemic disease etc. (b) Legislation or regulation or other activities of the state or any legal or regulatory restrictions that may affect the implementation of this contract or any reasons which have the same effect that the affected parties cannot control. (c) Emergence of economic crisis, economic downturn or behaviour change of the customers which affects tourism industry of Bangkok Metropolitan and impacts compliance of the agreements continuously or causes the counterparty to lost benefits from the agreements significantly or impacts to the agreement compliance of the sub-lessee or its performance or financial status in relation with the Sub-Leased Assets. (d) Any causes with similar results to the mentioned causes which the counterparties mutually agree to be considered as force majeure event <p>It also includes any payment or transaction in compliance with this contract which must be processed with a commercial bank as well as the stopping working of all commercial banks in Thailand.</p>

Summary of Material Terms and Conditions of the Sub-Lease Agreement of Immovable Properties of Grande Centre Point Hotel Pattaya

Sub-lessee	L&H Hotel Management Company Limited ("Sub-lessee")
Sub-lessor	SCB Asset Management Company Limited as the Trustee of LHHOTEL ("LHHOTEL")
Subleased Assets	<p>(a) Building and other constructions located in Grande Centre Point Pattaya Hotel, which is a 25-floor hotel building located at No. 456, Moo 6 Tambon Naklua, Amphoe Banglamung, Chonburi Province. The asset is currently used in hotel and related businesses. The hotel has 396 rooms with approximately 12,906 square meters of accommodation area, 23,451 square meters of common area, and 4,665 square meters of parking area, which totals to 41,022 square meters. ("Hotel Building")</p> <p>(b) Component parts of the Hotel Building, including electricity system, plumbing system, phone system, elevator, escalator, air conditioning system, engineering system, other facilities, as well as any rights in relation to or relevant to the aforementioned assets.</p> <p>Assets according to (a) – (b), in the parts that are owned by the lessor, are hereby collectively called "Leased Property".</p>
Sub-Lease Term	Each sublease agreement of immovable properties shall have a lease period of not exceeding 3 years whereby the first sublease agreement shall commence on the date that LHHOTEL has obtained the leasehold rights over the leased properties under the Lease Agreement of Immovable Properties of Grande Centre Point Pattaya Hotel Project between LHHOTEL and LH Mall & Hotel Co., Ltd. ("Effective Date of the Sublease Agreement of Immovable Properties").
Renewal Conditions	The sub-lessee agrees to give a promise to renew the sub-lease agreement to the Trust after the sub-lease agreement comes to term for another 2 terms, each term not exceeding 3 years (ending no later than 31 December 2032), under the term period and the renewal conditions according to this agreement. In the case that the Trust exercises the right to renew the sublease agreement, the contracted parties agree to use the terms and conditions of the first sub-lease agreement for the sub-lease renewal agreement, including the sub-leasing terms, rental fee, and fee calculation, as well as other conditions.
Rental Fees and Payment	<p>1. Unless the rental fee is postponed or exempted due to force majeure as specified in this agreement, the Sub-lessee agrees to make payment according to the terms and conditions of this agreement, which are divided into 2 parts of rental fees: (1) fixed fee, and (2) variable fee calculated from quarterly net income of the Grande Centre Point Pattaya (if any) which shall be calculated on the net quarter income of Hotel based on the actual sublease term calculation method as described in this agreement.</p> <p>(1) Fixed Rental</p> <p>The Sub-lessee agrees to pay Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be) within 60 (sixty) days from the end of each quarter. The Fixed Rental comprises rental fee of immovable properties and rental fee of movable assets as the following table. The Sub-lessee shall pay in equal amount for each quarter.</p>

Fixed Rental (per year)	(Currency: Baht)
Year 2024-2026	136,000,000
Year 2027-2029	138,720,000
Year 2030-2032	141,494,400

(2) Variable Rental

The Sub-lessee agrees to pay Variable Rental (if any) within 60 (sixty) days from the end of each quarter. The calculation formula shall be as follows:

The calculated Variable Rental = $A \times (B - C - D - E - F)$ which has a result greater than zero

whereas

A = Percentage of the Variable Rental at 90 (ninety) percent

B = Total income from the business operation of Grande Centre Point Pattaya in that particular quarter (e.g. income from rental fee of accommodations and other operating income)

C = Total cost from the business operation of Grande Centre Point Pattaya in that particular quarter (e.g. cost of accommodations, security, cleaning, and other operating activities)

D = Total selling and administrative costs from the business operation of

Grande Centre Point Pattaya in that particular quarter, which includes:

- selling and marketing expenses
- administrative expenses
- basic management fee whereas, at the beginning date of the sublease, the return rate does not exceed 5 (five) percent of the total income of each hotel
- operating management fee whereas, at the beginning date of the sublease, the return rate does not exceed 10 (ten) percent of the net income, excluding land and building tax, depreciation, insurance fee, and basic management fee, respectively

E = Total operating expenses from other business operation of Grande Centre Point Pattaya in that particular quarter (e.g. land and building tax, insurance fee, maintenance cost and other operating expenses)

F = Fixed Rental which include the rental fees from leasing of movable assets under the lease agreement of movable assets during the same quarter.

In this regard, for sublease of assets for the period from December 16, 2024 to December 31, 2024, the Fixed Rental for such period shall be calculated on an actual basis according to the actual period by using the Fixed Rental for year 2024 – 2026 which are equal to Baht 136 million per year. For the Variable Rental, it shall be calculated according to methods specified in Clause 2 above.

2. Provisions of rental fee rates and rental fee payment due date for all cases

	<p>In case there is revision or alteration in the Trust Deed and/or related securities law in relation to the payment of Fixed Rental and/or the Variable Rental, the parties agree to mutually revise the terms and conditions in relation to the payment of Fixed Rental and/or Variable Rental to be in accordance with the Trust Deed and/or such related securities law that have been revised or altered.</p> <p>In an event that the Sub-lessee is not able to pay such rental fee in full, the amount of such unpaid rental fee shall be deemed the outstanding rental fee (Accrued Rental Revenue) and the Sub-lessee shall pay the Accrued Rental Revenue to LHHOTEL within 30 (thirty) days from the payment due date, except where the case that such rental fee payment is postponed or waived due to any force majeure events.</p> <p>In this regard, such outstanding payment may only occur once per year. Otherwise, the Sub-lessee will have to pay default interest at the rate of 5 (five) percent per annum, calculating from the outstanding amount and the number of days commencing from such due date until the date that such amount has been repaid in full.</p>
Postponement of rental fee payments due to force majeure	<p>In a case that occur in any quarter (whether such event occurs during the sublease period under this contract or the sublease period that has been extended by the renewal of this contract), the LHHOTEL allows the Sub-lessee to postpone the rental fee payment in the month during the said event in the quarter as it is not considered defaulted of them. The payment of the rental fee will not lead to the Sub-lessee's liquidity problems and will not affect the duty of maintaining their property. In addition, the LHHOTEL and the Sub-lessee agreed to jointly set the period of effect from the said case by official writing. In this regard, if the Sub-lessee continues to be affected by the said force majeure event after the period of continued impact of the said force majeure event has ended. LHHOTEL and the Sub-lessee agree to jointly extend the period affected by the said force majeure event in writing. By considering the facts and circumstances occurring at that time.</p> <p>4. In the case that a force majeure, which affects the Sub-lessee's property directly or around the Sub-lessee's property location such as fire, floods or earthquakes, leading to significant hotel operation and causing the total room revenue (THB/month) of the hotel during the said period which is equal to or greater than 20 percent but less than 50 percent lower than the total room revenue (THB/month) for the same period in the previous year.</p> <p>5. In case of a force majeure which affects the hotel operations significantly and leads to</p> <p>c) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Pattaya to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year equal to or greater than 20 percent but less than 50 percent; and</p> <p>d) the decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year by 15 percent or more (if any).</p> <p>6. In case of a force majeure which affects the hotel operations significantly and leads to</p> <p>e) the decrease of the total room revenue (THB/month) of the month during such</p>

	<p>period of Grande Centre Point Pattaya to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year by 50 percent or more; and</p> <p>f) the decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year equal to or greater than 15 percent but less than 30 percent (if any).</p> <p>In the case where the Subleased Assets are affected by a force majeure event during the same period as that of the preceding year, (1) the total room revenue (THB/month) of Grande Centre Point Pattaya or (2) the average room revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya (as the case may be), during the said period of the current year shall be compared to (1) and (2) (as the case may be), during the same period of the preceding year in which the Subleased Assets were not affected by a force majeure event or any major renovation for the benefit of the consideration of the aforementioned cases.</p> <p>In addition, the Sub-lessee shall use its efforts in good faith to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to establish whether or not a force majeure event has occurred. In the case where the Sub-lessee fails to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya or fails to earn the total room revenue (THB/month) of the month used for reference, LHHOTEL and the Sub-lessee shall mutually agree to use the accessible standard information, requirements, or any other ratio of the general hotel business as criteria for consideration instead. In the case where the parties fail to reach an agreement on this, the consideration shall be primarily based on the total room revenue (THB/month) of the month during such period of Grande Centre Point Pattaya. In the event that LHHOTEL and the Sub-lessee have designated more than one hotel and resort in a competition group with the same standards in Pattaya, the average revenue (THB/room/night) of the month during such period of the said competition group shall be calculated using the simple average revenue (THB/room/night) of the month during such period of each hotel and resort in the said competition group.</p>
Rental fee payments that are postponed due to any force majeure	<p>In the case of a postponement of rental fee payment due to force majeure in any quarter, the Sub-lessee shall make payment to the LHHOTEL in the following order:</p> <ol style="list-style-type: none"> 1. Fixed Rental payment in the month without a force majeure event in that quarter 2. Variable Rental in the month without a force majeure event in that quarter (if any) 3. The Fixed Rental that has been postponed 4. Variable Rental that has been postponed (if any) <p>For debt repayment under item 1 and item 2, the Sub-lessee agrees to pay the rental fee as specified in this contract. In addition to the debt repayment under item 3 and item 4 as mentioned above, the Sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period up to the end of the rental period under this contract (including the extended rental</p>

	<p>period) or any time period which the parties have agreed. Furthermore, The LHHOTEL agrees that the Sub-lessee do not have to pay any interest in the defaulted payment on any rents or any damages from arrears of rental fees or any late payment of rental fee which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
<p>Rental fee exemption due to force majeure</p>	<p>In the case that one of the following events occurs during any quarter (whether such event occurs during the sublease period under this contract or the sublease period that has been extended by the renewal of this contract), the LHHOTEL agrees to waive the rental fee in the month during the said incident during the quarter to the Sub-lessee, in which the Sub-lessee are not obligated to pay rental fees for that period. In addition, the parties agree to determine the period of effect from the said incident by official a document. In addition, the calculation of the rental fee in the month which does not occur in this article shall be in accordance with the rules of rental fee calculation as mentioned in this contract. In this regard, if the Sub-lessee continues to be affected by the said force majeure event after the period of continued impact of the said force majeure event has ended. LHHOTEL and the Sub-lessee agree to jointly extend the period affected by the said force majeure event in writing. By considering the facts and circumstances occurring at that time.</p> <p>3. In the case that a force majeure affects the Sub-lessee's property directly or around the Sub-lessee's property location such as fire, flood or earthquake, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is equal to or greater than 50 percent lower than the total room revenue (THB/month) for the same period in the previous year .</p> <p>4. In case of a force majeure which affects the hotel operations significantly and leads to</p> <ul style="list-style-type: none"> d) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Pattaya to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year by 50 percent or more; and e) The decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Bangkok to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year equal to or greater than 30 percent (if any). <p>In the case where the Subleased Assets are affected by a force majeure event during the same period as that of the preceding year, (1) the total room revenue (THB/month) of Grande Centre Point Pattaya or (2) the average room revenue (THB/room/night) of hotels and resorts in a competition group with the same standards in Pattaya (as the case may be), during the said period of the current year shall be compared to (1) and (2) (as the case may be), during the same period of the preceding year in which the Subleased Assets were not affected by a force majeure event or any major renovation for the benefit of the consideration of the aforementioned cases.</p> <p>In addition, the Sub-lessee shall use its efforts in good faith to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to establish whether or not a force majeure event has occurred. In the case where the Sub-lessee fails to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya or fails to earn the total room revenue (THB/month) of the month used for reference, LHHOTEL and the Sub-lessee</p>

	shall mutually agree to use the accessible standard information, requirements, or any other ratio of the general hotel business as criteria for consideration instead. In the case where the parties fail to reach an agreement on this, the consideration shall be primarily based on the total room revenue (THB/month) of the month during such period of Grande Centre Point Pattaya. In the event that LHHOTEL and the Sub-lessee have designated more than one hotel and resort in a competition group with the same standards in Pattaya, the average revenue (THB/room/night) of the month during such period of the said competition group shall be calculated using the simple average revenue (THB/room/night) of the month during such period of each hotel and resort in the said competition group.
The hotels and resorts which are in the same standard and market	Referring to the hotels and resorts which are in the same standard with Grande Centre Point Pattaya as the LHHOTEL and the Sub-lessee may specify or agree each year after the effective date of this contract. The consideration may be based on the location and distance from the project, details and property characteristics or other rules that the LHHOTEL will be able to use to compare when that said situation occurs.
Taxes and Expenses	<ol style="list-style-type: none"> 1. The Sub-lessee agrees to be responsible for fees, stamp duty, and any expenses in connection with the sublease of the Subleased Assets under this agreement (if any) throughout the sublease term under this agreement and the extended term. 2. The Sub-Lessee agrees to be responsible for, building and land tax and local development tax (or any similar taxes) relating to the Subleased Assets under the applicable laws as currently applied, and any of property tax arising out of this Subleased Assets throughout the sublease term.
Transfer of Leasehold Right and Sublease	<ol style="list-style-type: none"> 1. Throughout the term of this Agreement, the Sub-lessee may not transfer its rights and/or duties under this Agreement, whether in whole or in part, to other persons without prior written consent of LHHOTEL, unless such rights and/or duties are transferred to the affiliated companies of the Sub-lessee, which have qualifications and capabilities to perform such duties under this Agreement. In any event, prior to the transfer of such rights and/or duties under this Agreement, the Sub-lessee shall ensure that the transferee agrees to be bound by conditions specified in this Agreement. The sublease term which is transferred to the transferee shall not exceed the remaining sublease term of the Sub-lessee under this Agreement. Nevertheless, LHHOTEL reserves the right to consult with the Office of the Securities and Exchange Commission and relevant authorities, as well as the right to propose such matter to the trust unitholders' meeting for consideration and approval prior to such action being taken. In this regard, "affiliated company" means any person or juristic persons who (a) directly or indirectly controls such person or juristic person, or (b) is directly or indirectly controlled by such person or juristic person, or (c) is under common control directly or indirectly with such person or juristic person. "Control" means possession of the power to directly or indirectly, control, determine, or direct the management and policies of any person or juristic person, whether through the ownership over shares with voting rights of more than 50 percent of the total number of issued and sold shares of such person or juristic person, or by contract, or by any other means. 2. Throughout the term of this Agreement, LHHOTEL shall not transfer its rights and/or duties under this Agreement, whether in whole or in part, to any other persons without prior written consent of the Sub-lessee. 3. LHHOTEL agrees that the Sub-lessee may sub-lease out spaces in the Subleased Assets in accordance with the objective of sublease as specified in this Agreement.

Obligations of LHHOTEL	<p>On the Effective Date of Sublease Agreement of Immovable Properties, LHHOTEL shall cause the lessor under the lease agreement of immovable properties entered between the lessor and LHHOTEL, to deliver the Sub-Leased Assets in as-is condition to the Sub-Lessee; provided that, LHHOTEL shall be responsible for expenses arising out of the Sub-Leased Assets throughout the sub-lease term as follows:</p> <p>(a) Any expenses relating to improvement or renovation concerning the structure or important parts of the building (Structural Repairs);</p> <p>(b) When any changes or replacement to the leased movable assets is required, the Sub-Lessee shall carry out the changes or replacement at LHHOTEL's costs. The changes or replacement shall belong to LHHOTEL.</p> <p>The approval for expenses of the above (a) and (b) shall be at the sole discretion of LHHOTEL but LHHOTEL shall not hold the approval without any reasonable grounds.</p> <p>In addition, in consideration of the distribution to the unitholders of LHHOTEL, LHHOTEL agrees to take expenses as described above into account and shall retain a certain amount as reserve for expenses to be responsible by LHHOTEL, as described above.</p>
Obligations of Sub-lessee	<ol style="list-style-type: none"> 1. The Sub-lessee shall use its utmost efforts as a general hotel business operator would do to select and hire any person to manage the business of Grande Centre Point Pattaya as well as to take care of and to maintain the Subleased Assets to be in good condition throughout the sublease term. 2. The Sub-lessee shall use the Subleased Assets in accordance with the objective of sublease as specified in this Agreement. The Sub-lessee shall be responsible for maintenance, repair, or any and all acts performed on the Subleased Assets as it deems necessary to ensure that the Subleased Assets retain their nature as a hotel in accordance with the objective of sublease as specified in this Agreement. The expenses relating thereto shall constitute part of the operating expenses under the Sublessee's budget as approved by LHHOTEL in accordance with the provisions in this Agreement. 3. The Sub-lessee shall not perform or allow any person to perform any act in violation of the law or contrary to public order and good morals on the Subleased Assets, or any act that may be harmful to health without obtaining any license under the relevant laws, or any act that is considered awful or causes danger, damage, or disturbance to third parties and LHHOTEL. In the case of an occurrence of any problem or damage, the Sub-lessee is obligated to use its best efforts to solve such problem or damage, as well as to come to an agreement on and to remedy the damage arising from such act performed by the aforementioned person, without prejudice to the Sub-lessee's right under the law to recourse damages against such person. 4. The Sub-lessee shall obtain and maintain licenses necessary for the operation of hotel business throughout the term of this Agreement. 5. The Sub-lessee shall not cause any encumbrances over the Subleased Assets. 6. The Sub-lessee shall indemnify and perform any act to prevent LHHOTEL from any claims arising from the use of the Subleased Assets for the purposes of business operation of the Sub-lessee and/or negligence of duties or obligations on the part of the Sub-lessee as specified in this Agreement, as well

	<p>as any act of the agent and/or attendant of the Sub-lessee. In the case where LHHOTEL is charged in a case, is subject to claims for liability, or prosecuted in a lawsuit due to the foregoing cause, the Sub-lessee shall, at its sole cost and expense, release LHHOTEL from the offence immediately.</p> <p>7. Certain significant acts, such as the sale or transfer of the Sub-lessee's business, whether in whole or in substantial part, to other persons, the creation of security over the Sub-lessee's assets, including those assets used in the business operation of Grande Centre Point Pattaya, the subleasing-out of part of the Subleased Assets which constitutes more than 50 percent of the total leased area of the Subleased Assets to any individual person, etc., may only be performed by the Sub-lessee when (a) the written consent has been obtained from LHHOTEL or (b) it has already been specified in the annual operating budget and capital expenditure budget of Grande Centre Point Pattaya which have been approved by LHHOTEL.</p> <p>8. Other duties as specified in this Agreement, such as preparation and submission of financial reports, operating budget and capital expenditure budget to LHHOTEL, payment of land and building tax (or any other similar taxes), etc.</p>
Utilization of the area related to the Subleased Assets	<p>Throughout the effective term of this Agreement, the Sub-lessee may utilize the public utility system and common asset areas together with Terminal Pattaya Department Store, such as the road surrounding the building, vehicle lanes, and entrance and exit of Terminal Department Store, etc., for the benefit of the business operation of Grande Centre Point Pattaya. In the event that there are expenses incurred from the management, supervision, maintenance, and repair of the common area, as well as public utility system, waste water treatment system, and assets for common use, including expenses which incurred normally or from unpredictable circumstances, the LHHOTEL agrees to be jointly responsible for the said expenses with the business operator of Terminal 21 Pattaya Department Store proportionately to the construction area between Terminal Pattaya Department Store and Grande Centre Point Pattaya, the details of which are set out in the attachment hereto. The Sub-lessee shall not be jointly responsible for the said expenses.</p>
Insurance	<p>1. Throughout the lease term, the Sub-lessee agrees to procure the following insurance:</p> <p>1.1. Business Interruption Insurance: the Sub-lessee acknowledges and agrees that the sum insured under the business interruption insurance policy shall not be lower than the estimated income expected to receive from the Subleased Assets for a period of 2 years, minus the Variable Rental in accordance with the provisions of the relevant insurance law, such as cleaning expenses, marketing expenses, renovation expenses, tax expenses, insurance expenses, etc. The said insurance shall indicate that the LHHOTEL and the Sub-lessee be co-beneficiaries. Upon receipt of compensation from the insurance company, the LHHOTEL agrees to deduct the Fixed Rental which the LHHOTEL should receive proportionately to the period that the insurance company used as a basis for calculating the amount of compensation, which is payable, and shall remit the remaining amount of compensation to the Sub-lessee without delay. After the Sub-lessee has used such compensation for the payment of expenses related to the business operation during such period and there is still a remaining amount of compensation, the Sub-lessee shall repay such compensation to the LHHOTEL proportionate to the Variable Rental which the LHHOTEL should receive in accordance with the conditions under this Agreement;</p>

	<p>1.2. Public Liabilities Insurance: in order to cover physical injury or death, and potential damage to third-party property;</p> <p>1.3. Other insurance as mutually agreed upon by the parties;</p> <p>pursuant to the sum insured and the terms and conditions of the insurance policy as mutually approved by the LHHOTEL and the Sub-lessee. The Sub-lessee shall be solely responsible for the payment of all insurance premiums for the insurance under 1.1 – 1.2. The payment of other insurance under 1.3 (if any) shall be as mutually agreed upon by the LHHOTEL and the Sub-lessee.</p> <p>Under the lease agreement of movable assets between the LHHOTEL and the lessor of immovable properties which are leased to the LHHOTEL, the LHHOTEL as the lessee of the leased assets shall take out Property All Risks Insurance and the Sub-lessee shall solely pay all insurance premiums throughout the sublease term and specify LHHOTEL as the beneficiary.</p> <p>The Sub-lessee agrees to use its best efforts to jointly perform any necessary acts to demand that the insurance company make payment of compensation which it should receive without delay.</p>
Reasons for terminating the contract	<p>This contract may be terminated by either party if any of the following events occur:</p> <p>3. Default by the Sub-lessee</p> <p>h) In the case that the Sub-lessee violate or fail to comply with any agreements as specified in this contract or breach of the certification which is the essences provided in this contract and unable to take corrective actions and comply with the contract within 60 after the notification of the breach of contract or within any time period contracted by the parties except for force majeure or any events out of the control of the Sub-lessee. Moreover, in the case that the Sub-lessee fails to pay a fixed rental fee and / or variable rental fee, the default will be considered for a period of more than 30 days from the rental fee payment due date except for a case out of the control of the Sub-lessee in which the LHHOTEL and the Sub-lessee agrees to extend the lease payment period.</p> <p>i) In case that the Sub-lessee is prosecuted or there are other events causing significant negative damage to the Sub-lessee operations or financial status as well as significantly affecting the Sub-lessee's performance such as failing to pay the payment according to the terms of the loan agreement, guaranteed debt and / or debt instruments and / or any financial instruments or any debt, in which the defaulted debt is worth more than 50,000,000 baht). This does not include loans from shareholders and Sub-lessee's incapability to resolve the said default within 60 days or within any time period as agreed on this contract. The Sub-lessee may not show to the LHHOTEL that the he/she has a defense that may win the case. Or if the case is settled, he/she has to pay in the said case. For the aforementioned reasons, they do not lead to a significant negative impact on the ability of the Sub-lessee to comply with this contract.</p> <p>j) In case that there are amendments, changes, refrain or cancel licenses, certificate, consent letter, any benefits which the Sub-lessee received from a government agency, an official, any person or juristic person that the Sub-lessee needs to have or use for the main business, and they cannot be resolved within the time period agreed by the LHHOTEL and the Sub-lessee leading significant negative impact on the hotel operations.</p>

	<p>k) In case that the Sub-lessee is prosecuted by law or government order or because of any other case that has a significant negative impact on the ability to comply with this agreement by the Sub-lessee, the power to operate business of the must change or be inconvenient, or the Sub-lessee's property or income even some or all , must be confiscated, expropriated or become vested in the state which the LHHOTEL believes that it has a significant negative impact on the ability of the Sub-lessee to comply with this contract.</p> <p>l) In case that the Sub-lessee is under court order, being adjudged bankrupt, in the process of dissolution of the company, liquidation or requesting the rehabilitation to the court or relevant government agencies or any other similar process which has a significant negative impact on the ability of the Sub-lessee to pay the debt or comply with this contract.</p> <p>m) In case that the tenant has stopped all the business or some parts which let the LHHOTEL not to be able to find benefit from benefit from the Sub-lessee's property which has a significant negative effect to the hotel operations</p> <p>n) In case that the meeting of the board of directors and / or the meeting of the Sub-lessee has a conclusion to sell or transfer all or some parts of the business to other parties or to merge companies with other people which the LHHOTEL believes that there will be a significant negative impact on the rental fee payment or the performance of this contract. except with the prior written consent of the LHHOTEL</p> <p>4. Defaulted by the LHHOTEL</p> <p>(a) In the case that LHHOTEL is in material breach of or fails to comply with any agreement as specified in this contract, or is in material breach of any representations given in this contract, and LHHOTEL fails to rectify or correct such material breach or non-compliance with the contract within 60 days from the date of LHHOTEL being notified or acknowledging the breach of contract or within any period as mutually agreed by the parties, except for due to any force majeure event or any event beyond the control of LHHOTEL or arising from non-performance of obligations or breach of representation by LH Mall & Hotel Co., Ltd., as the lessor of immovable properties to LHHOTEL, as specified in the lease agreement for immovable properties between LHHOTEL and the lessor of immovable properties to LHHOTEL; provided, however, only in the case where the Sub-lessee remains a subsidiary of the lessor of immovable properties to LHHOTEL.</p> <p>(b) In the case that LHHOTEL willfully violates or willfully act in contrast to any obligations as specified in the lease agreement for immovable properties between LHHOTEL and the lessor of immovable properties to LHHOTEL, and LHHOTEL fails to rectify or correct such violation or non-compliance with the contract, resulting in the termination of the lease agreement of immovable properties and, therefore, the Sub-lessee's inability to use the Subleased Assets in accordance with the intention and purposes of this contract.</p> <p>3. In case that the LHHOTEL is unable to become the holder of the leasehold rights to the Sub-lessee's property under the immovable property lease agreement</p>
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	<p>4. In case that the rental contract comes expires as specified in the contract and the LHHOTEL or the Sub-lessee has not agreed to renew this contract in accordance with the terms and conditions regarding the renewal as specified in this contract.</p> <p>5. In case that the parties mutually agree to terminate this contract.</p> <p>6. In the case that the Subleased Assets, whether all or any substantial part thereof, are damaged or expropriated, resulting in the Sub-lessee being unable to use the Subleased Assets for the benefit of the continued operation of hotel business or any other activities in connection therewith.</p> <p>7. In the case that LHHOTEL is dissolved in accordance with the details specified in the Trust Deed, and LHHOTEL has notified the Sub-lessee in writing of its dissolution.</p> <p>8. In the case that there is an order issued by law, the Securities and Exchange Commission or the Office of the Securities and Exchange Commission or the Capital Market Supervisory Board to dissolve LHHOTEL without LHHOTEL's violation and/or breach of any rules, regulations, laws, and/or any other relevant requirements, and LHHOTEL has notified the Sub-lessee in writing of its dissolution without delay upon it becoming aware of such order, the parties shall have the duty to and use their best efforts to jointly prevent the termination of this contract resulting from any change of laws, or from orders of any state agencies to the extent that they are not contrary to laws or orders of any state agencies in effect at the time, such as appointment or procurement of any person to accept the transfer of LHHOTEL's rights and duties under this contract.</p>
The result of the expiration of the contract	<p>3. When this contract ends without any contract renewal, the Sub-lessee agrees to take the following actions;</p> <p>3.1 Return the property to the LHHOTEL or the person assigned by the LHHOTEL in an appropriate condition and the property must be able to be used according to the objectives specified in this contract.</p> <p>3.2 Pay Fixed Rental and Variable Rental in accordance with the rules mentioned in this contract. They are calculated based on the proportion of the actual rental period to the LHHOTEL within 60 days from the effective date of this contract termination.</p> <p>3.3 Deliver any benefit which the Sub-lessee has received in advance, such as advance rental fee and other advance income (if any), including deposits for the LHHOTEL or the person assigned by the LHHOTEL.</p> <p>Moreover, (a) in case that the Sub-lessee receives the benefits after the expiration of this agreement, the Sub-lessee agrees to deliver the said benefits to the LHHOTEL or the person assigned by the LHHOTEL in accordance with the terms in this clause. (b) In the case that the LHHOTEL or any other person receiving any benefits which is the benefit that the Sub-lessee should receive before the date of this agreement expires, the LHHOTEL agrees to proceed with the return of the said benefits to the Sub-lessee. In both cases mentioned before, the parties agree to deliver the said benefits to the other party within 30 days of receiving the benefits.</p> <p>3.4 To cooperate as required and appropriate to help the person assigned by the LHHOTEL to operate the hotel operation in accordance with the law and / or other agencies related within a reasonable time after receiving a written request from the LHHOTEL without any compensation. To help the LHHOTEL or the person assigned by the LHHOTEL to transfer or grant a hotel business license or the transfer of rights and duties under various contracts.</p>

	<p>If the LHHOTEL is unable to find the new Sub-lessee to replace the previous one, the Sub-lessee agrees to sublease the asset for hotel operation until the LHHOTEL is able to find other to sublease the property and the time period must not exceed 180 days from the expiration of the rental period. In addition, it is considered that the Sub-lessee has no duty to continue to sublease the property during the said period if the sublease contract renewal is limited or impossible.</p> <p>3.5 To transfer rights and duties under the room rental agreement, space lease agreement, procurement agreement, and service agreement entered into by the Sub-lessee and the customers of Grande Centre Point Pattaya or a party under such agreements; to remit the rental deposit and advance rental fee or other monies received from the customers or a party under such agreements to LHHOTEL or any person designated by LHHOTEL; to procure that the customers or a party under such agreements give consent to the transfer of rights and duties under those agreements to LHHOTEL or any person designated by LHHOTEL; or to provide assistance to LHHOTEL or any person designated by LHHOTEL with respect to the execution of a new room rental agreement, space lease agreement, procurement agreement, and service agreement, as the case may be, with such customers or party in the case of no consent being obtained from aforementioned persons to the transfer of rights and duties under those existing agreements; and to submit any evidence, documents, or information relevant to or necessary for the operation of Grande Centre Point Pattaya to LHHOTEL or any person designated by LHHOTEL for the continued business operation of LHHOTEL or any person designated by LHHOTEL, except for trade secrets. In the case of the termination of the lease agreement of immovable properties, between LHHOTEL and the lessor of immovable properties, LHHOTEL shall procure that the lessor of immovable properties to LHHOTEL becomes the transferee of rights and duties under this agreement or enters into a new lease agreement, as the case may be, and is a person entitled to receive monies and the aforementioned evidence, documents, or information.</p> <p>3.6 To undertake any necessary act as requested by LHHOTEL in order for LHHOTEL and/or any person designated by LHHOTEL to be able to continue the operation of Grande Centre Point Pattaya, with LHHOTEL's cooperation given as necessary in all respects for the aforementioned acts of the Sub-lessee.</p> <p>4. In the case that the contract is terminated, the parties shall not lose the right to claim any expenses and damages, which occurred before the contract was terminated, expenses and damages arising from contract termination and / or any damages as required by law.</p> <p>During the rental period under this contract and any time extended, the LHHOTEL has no right to terminate the Sub-lessee's agreement with the Sub-lessee. If there is no default on any breach of contract caused by the Sub-lessee.</p>
Property damage and expropriation (Renovation)	<p>1. In the case where the Subleased Assets, whether all or any substantial part thereof, are damaged or expropriated without fault of either party, resulting in the Sub-lessee being unable to use the Subleased Assets for the benefit of the continued operation of hotel business, this Agreement shall be deemed to be terminated on the date on which Grande Centre Point Pattaya is damaged or</p>

	<p>expropriated, in which case neither party will have any right to claim for damages, expenses, monies, or any other benefits from the other party, except for the damages incurred due to a breach of the agreement prior to the expiry of this Agreement.</p> <p>2. In the case where the Subleased Assets are partially damaged or expropriated and the LHHOTEL and the Sub-lessee are mutually of the opinion that such partially damaged or expropriated Subleased Assets remain usable for the continued operation of Grande Centre Point Pattaya, this Agreement shall be deemed to remain enforced only for parts of the Subleased Assets which remain undamaged and in an usable condition. These assets shall continue to be the Subleased Assets under this Agreement. The parties shall mutually consider the appropriateness for the adjustment of rental fee to be in accordance with the partially damaged or expropriated Subleased Assets as reasonable.</p> <p>3. In the case of an occurrence of the event under (2), the LHHOTEL and the Sub-lessee shall enter to a negotiation in good faith in order to determine the rental fee for usable parts of the Subleased Assets within 30 days from the date on which the Subleased Assets are damaged or expropriated, unless such period of negotiation is extended by mutual agreement of the parties. The LHHOTEL is obliged to comply with the relevant securities laws.</p> <p>4. In the case where the Subleased Assets are under any major renovation or repair, which the parties jointly agree that it will result in the Sub-lessee being unable to use the Subleased Assets, whether entirely or partially, for the business operation of Grande Centre Point Pattaya, the parties shall mutually determine the rental fee rates under this Agreement and the lease agreement of movable assets, and the payment period of such rental fee, whereas the negotiation shall be finalized no less than 30 days prior to the date of such major renovation or repair, unless the negotiation period is extended by mutual agreement of the parties. In any event, the determination of the rental fee rates shall reflect the proportion of areas unusable by the Sub-lessee as a result of such major renovation or repair.</p> <p>Furthermore, in the event that the major renovation is completed and resulted in the Subleased Assets being altered from their original condition for any reasons, such as increase or decrease of rooms, etc., the parties shall jointly determine the new rates of rental fee and amend other relevant terms and conditions to be in line with such changes. The new rates of rental fee and the amended terms and conditions shall come into force from the completion date of such major renovation or repair. The LHHOTEL is obligated to comply with the relevant securities laws.</p>
Force Majeure Clause	<p>In the event that (a) a force majeure event occurs under (1) of the definition of force majeure below, resulting in either party's non-performance of this Agreement or failure to receive benefits under this Agreement, or (b) a force majeure event occurs under (2) to (4) of the definition of force majeure under this Agreement, such party shall give the other party a written notice of such event as soon as practicable and the parties agree to perform the following acts:</p> <p>1. Both parties have the right to postpone the performance of this Agreement for a period equivalent to the period which is affected by the force majeure event, whereby the LHHOTEL and the Sub-lessee shall mutually agree to determine the duration of such period and deem that it is not a fault of either party. However, each party agrees not to use such force majeure event as an excuse for non-repayment of any debts in the amount payable under this Agreement, unless (a) in the case where the force majeure event has caused material damage to the Subleased Assets to the extent</p>

	<p>that the Sub-lessee may not use such Subleased Assets in accordance with the sublease purpose during any period, the Sub-lessee shall not be obligated to make rental fee payment for such period which the Sub-lessee cannot use the Subleased Assets and/or (b) in the case where the force majeure event occurs pursuant to which the Sub-lessee can make a request for postponement of rental fee payment or the exemption of rental fee as a result of such force majeure event as specified in this Agreement and/or</p> <p>2. The parties agree to review the provisions of this Agreement in good faith in order to be enable both parties to perform any acts for their mutual benefits and/or to restore to their normal conditions.</p> <p>In the case where the parties fail to reach an agreement for any acts to be performed for their mutual benefits as specified under first paragraph, the parties agree that this Agreement shall be terminated, and the consequences arising from the cause of termination shall apply mutatis mutandis.</p> <p>Force majeure means:</p> <p>(1) any event which occurs or causes an unpreventable disaster even though a person who experiences or is about to experience such event had exercised reasonable care in the same manner as an ordinary person would be able to do in such condition or circumstance, such as natural disaster, fire, flood, earthquake, unavoidable accident, war, riot, terrorism, strike, workplace closure, epidemic, etc., and/or</p> <p>(2) enactment of laws, rules, regulations, or requirements, interpretation, consideration, issuance of orders or opinions, rendering of decision, or any other act by relevant state agencies or government authorities, or legal restrictions or rules which materially affect either party's performance of this Agreement or cause either party to be unable to receive benefits hereunder, and/or</p> <p>(3) occurrence of economic crisis, economic downturn, or changes to behaviors or demands of consumers or groups of customers which affect the tourism industry in Pattaya and have a continuous material adverse effect on either party's performance under this Agreement or lead to either party's material failure to receive benefits hereunder, or have a material adverse effect on the Sub-lessee's performance under this Agreement or the Sub-lessee's business operation of Grande Centre Point Pattaya or operating results or financial position with respect to Grande Centre Point Pattaya (whereby such impact is not caused by the Sub-lessee's mismanagement of Grande Centre Point Pattaya);</p> <p>(4) any cause with similar effect with (1) or (3) above, which is mutually considered and agreed by the parties to be a force majeure event.</p> <p>Nevertheless, for any case relating to any payment or transaction with respect to the performance of this Agreement to be carried out with commercial banks, a force majeure event shall also include the closure of all commercial banks in Thailand.</p>
Law and dispute resolution	<p>1.This contract shall be enforced and interpreted in accordance with Thai law.</p> <p>2. Disputes, arguments or claims arising out of or relating to this agreement which cannot be agreed between the parties, shall be presented to the court of jurisdiction.</p>

Summary of Material Terms and Conditions of the Sub-Lease Agreement of Immovable Properties of Grande Centre Point Space Pattaya

Sub-lessee	L&H Hotel Management Company Limited ("Sub-lessee")
Sub-lessor	SCB Asset Management Company Limited as the Trustee of LHHOTEL ("LHHOTEL")
Subleased Assets	<p>(a) Building and other constructions located in Grande Centre Point Space Pattaya, which is a 27-floor hotel building located at No. 888, Moo 5 Tambon Naklua, Amphoe Banglamung, Chonburi Province. The asset is currently used in hotel and related businesses. The hotel has 490 rooms with approximately 22,408 square meters of accommodation area, 37,055 square meters of common area, and 13,594 square meters of parking area, which totals 73,057 square meters. ("Hotel Building")</p> <p>(b) Component parts of the Hotel Building, including electricity system, plumbing system, phone system, elevator, escalator, air conditioning system, engineering system, other facilities, as well as any rights in relation to or relevant to the aforementioned assets.</p> <p>(c) Swimming pool building with 4 pools on L Floor, with an area of approximately 2,591 square meters</p> <p>Assets according to (a) – (c), in the parts that are owned by the lessor, are hereby collectively called "Leased Property".</p>
Sub-Lease Term	Each sublease agreement of immovable properties shall have a lease period of not exceeding 3 years whereby the first sublease agreement shall commence on the date that LHHOTEL has obtained the leasehold rights over the leased properties under the Lease Agreement of Immovable Properties of Grande Centre Point Space Pattaya Hotel Project between LHHOTEL and LH Mall & Hotel Co., Ltd. ("Effective Date of the Sublease Agreement of Immovable Properties").
Renewal Conditions	The sub-lessee agrees to give a promise to renew the sub-lease agreement to the Trust after the sub-lease agreement comes to term for another 2 terms, each term not exceeding 3 years (ending no later than 31 December 2032), under the term period and the renewal conditions according to this agreement. In the case that the Trust exercises the right to renew the sublease agreement, the contracted parties agree to use the terms and conditions of the first sub-lease agreement for the sub-lease renewal agreement, including the sub-leasing terms, rental fee, and fee calculation, as well as other conditions.
Rental Fees and Payment	<p>1. Unless the rental fee is postponed or exempted due to force majeure as specified in this agreement, the Sub-lessee agrees to make payment according to the terms and conditions of this agreement, which are divided into 2 parts of rental fees: (1) fixed fee, and (2) variable fee calculated from quarterly net income of the Grande Centre Point Space Pattaya (if any) which shall be calculated on the net quarter income of Hotel based on the actual sublease term calculation method as described in this agreement.</p> <p>(1) Fixed Rental</p> <p>The Sub-lessee agrees to pay Initial Fixed Rental or Fixed Rental at the Beginning of the Year (as the case may be) within 60 (sixty) days from the end of each quarter. The Fixed</p>

Rental comprises rental fee of immovable properties and rental fee of movable assets as the following table. The Sub-lessee shall pay in equal amount for each quarter.

Fixed Rental (per year)	(Currency: Baht)
Year 2024-2026	270,000,000
Year 2027-2029	275,400,000
Year 2030-2032	280,908,000

(2) Variable Rental

The Sub-lessee agrees to pay Variable Rental (if any) within 60 (sixty) days from the end of each quarter. The calculation formula shall be as follows:

The calculated Variable Rental = $A \times (B - C - D - E - F)$ which has a result greater than zero

whereas

A = Percentage of the Variable Rental at 90 (ninety) percent

B = Total income from the business operation of Grande Centre Point Space Pattaya in that particular quarter (e.g. income from rental fee of accommodations and other operating income)

C = Total cost from the business operation of Grande Centre Point Space Pattaya in that particular quarter (e.g. cost of accommodations, security, cleaning, and other operating activities)

D = Total selling and administrative costs from the business operation of

Grande Centre Point Space Pattaya in that particular quarter, which includes:

- selling and marketing expenses
- administrative expenses
- basic management fee whereas, at the beginning date of the sublease, the return rate does not exceed 5 (five) percent of the total income of each hotel
- operating management fee whereas, at the beginning date of the sublease, the return rate does not exceed 10 (ten) percent of the net income, excluding land and building tax, depreciation, insurance fee, and basic management fee, respectively

E = Total operating expenses from other business operation of Grande Centre Point Space Pattaya in that particular quarter (e.g. land and building tax, insurance fee, maintenance cost and other operating expenses)

F = Fixed Rental which include the rental fees from leasing of movable assets under the lease agreement of movable assets during the same quarter.

In this regard, for sublease of assets for the period from December 16, 2024 to December 31, 2024, the Fixed Rental for such period shall be calculated on an actual basis according to the actual period by using the Fixed Rental for year 2024 – 2026 which are equal to Baht 270 million per year. For the Variable Rental, it shall be calculated according to methods specified in Clause 2 above.

	<p>2. Provisions of rental fee rates and rental fee payment due date for all cases</p> <p>In case there is revision or alteration in the Trust Deed and/or related securities law in relation to the payment of Fixed Rental and/or the Variable Rental, the parties agree to mutually revise the terms and conditions in relation to the payment of Fixed Rental and/or Variable Rental to be in accordance with the Trust Deed and/or such related securities law that have been revised or altered.</p> <p>In an event that the Sub-lessee is not able to pay such rental fee in full, the amount of such unpaid rental fee shall be deemed the outstanding rental fee (Accrued Rental Revenue) and the Sub-lessee shall pay the Accrued Rental Revenue to LHHOTEL within 30 (thirty) days from the payment due date, except where the case that such rental fee payment is postponed or waived due to any force majeure events.</p> <p>In this regard, such outstanding payment may only occur once per year. Otherwise, the Sub-lessee will have to pay default interest at the rate of 5 (five) percent per annum, calculating from the outstanding amount and the number of days commencing from such due date until the date that such amount has been repaid in full.</p>
<p>Postponement of rental fee payments due to force majeure</p>	<p>In a case that occur in any quarter (whether such event occurs during the sublease period under this contract or the sublease period that has been extended by the renewal of this contract), the LHHOTEL allows the Sub-lessee to postpone the rental fee payment in the month during the said event in the quarter as it is not considered defaulted of them. The payment of the rental fee will not lead to the Sub-lessee's liquidity problems and will not affect the duty of maintaining their property. In addition, the LHHOTEL and the Sub-lessee agreed to jointly set the period of effect from the said case by official writing. In this regard, if the Sub-lessee continues to be affected by the said force majeure event after the period of continued impact of the said force majeure event has ended. LHHOTEL and the Sub-lessee agree to jointly extend the period affected by the said force majeure event in writing. By considering the facts and circumstances occurring at that time.</p> <p>1. In the case that a force majeure, which affects the Sub-lessee's property directly or around the Sub-lessee's property location such as fire, floods or earthquakes, leading to significant hotel operation and causing the total room revenue (THB/month) of the hotel during the said period which is equal to or greater than 20 percent but less than 50 percent lower than the total room revenue (THB/month) for the same period in the previous year.</p> <p>2. In case of a force majeure which affects the hotel operations significantly and leads to</p> <ul style="list-style-type: none"> a) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Space Pattaya to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year equal to or greater than 20 percent but less than 50 percent; and b) the decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year by 15 percent or more (if any). <p>3. In case of a force majeure which affects the hotel operations significantly and leads to</p>

	<p>a) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Space Pattaya to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year by 50 percent or more; and</p> <p>b) the decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year equal to or greater than 15 percent but less than 30 percent (if any).</p> <p>In the case where the Subleased Assets are affected by a force majeure event during the same period as that of the preceding year, (1) the total room revenue (THB/month) of Grande Centre Point Space Pattaya or (2) the average room revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya (as the case may be), during the said period of the current year shall be compared to (1) and (2) (as the case may be), during the same period of the preceding year in which the Subleased Assets were not affected by a force majeure event or any major renovation for the benefit of the consideration of the aforementioned cases.</p> <p>In addition, the Sub-lessee shall use its efforts in good faith to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to establish whether or not a force majeure event has occurred. In the case where the Sub-lessee fails to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya or fails to earn the total room revenue (THB/month) of the month used for reference, LHHOTEL and the Sub-lessee shall mutually agree to use the accessible standard information, requirements, or any other ratio of the general hotel business as criteria for consideration instead. In the case where the parties fail to reach an agreement on this, the consideration shall be primarily based on the total room revenue (THB/month) of the month during such period of Grande Centre Point Space Pattaya. In the event that LHHOTEL and the Sub-lessee have designated more than one hotel and resort in a competition group with the same standards in Pattaya, the average revenue (THB/room/night) of the month during such period of the said competition group shall be calculated using the simple average revenue (THB/room/night) of the month during such period of each hotel and resort in the said competition group.</p>
Rental fee payments that are postponed due to any force majeure	<p>In the case of a postponement of rental fee payment due to force majeure in any quarter, the Sub-lessee shall make payment to the LHHOTEL in the following order:</p> <ol style="list-style-type: none"> 1. Fixed Rental payment in the month without a force majeure event in that quarter 2. Variable Rental in the month without a force majeure event in that quarter (if any) 3. The Fixed Rental that has been postponed 4. Variable Rental that has been postponed (if any) <p>For debt repayment under item 1 and item 2, the Sub-lessee agrees to pay the rental fee as specified in this contract. In addition to the debt repayment under item 3 and item 4 as mentioned above, the</p>

	<p>Sub-lessee agrees to pay the outstanding rental fee, which is paid on a quarterly basis, based on the actual rental period up to the end of the rental period under this contract (including the extended rental period) or any time period which the parties have agreed. Furthermore, The LHHOTEL agrees that the Sub-lessee do not have to pay any interest on the defaulted payment in any rents or any damages from arrears of rental fees or any late payment of rental fee which occurs or is a consequence of the postponement of rent due to a force majeure.</p>
<p>Rental fee exemption due to force majeure</p>	<p>In the case that one of the following events occurs during any quarter (whether such event occurs during the sublease period under this contract or the sublease period that has been extended by the renewal of this contract), the LHHOTEL agrees to waive the rental fee in the month during the said incident during the quarter to the Sub-lessee, in which the Sub-lessee are not obligated to pay rental fees for that period. In addition, the parties agree to determine the period of effect from the said incident by official a document. In addition, the calculation of the rental fee in the month which does not occur in this article shall be in accordance with the rules of rental fee calculation as mentioned in this contract. In this regard, if the Sub-lessee continues to be affected by the said force majeure event after the period of continued impact of the said force majeure event has ended. LHHOTEL and the Sub-lessee agree to jointly extend the period affected by the said force majeure event in writing. By considering the facts and circumstances occurring at that time.</p> <p>1. In the case that a force majeure affects the Sub-lessee's property directly or around the Sub-lessee's property location such as fire, flood or earthquake, leading to significant hotel operation and causing the average monthly room revenue of the hotel during the said period which is equal to or greater than 50 percent lower than the total room revenue (THB/month) for the same period in the previous year .</p> <p>2. In case of a force majeure which affects the hotel operations significantly and leads to</p> <p style="padding-left: 40px;">a) the decrease of the total room revenue (THB/month) of the month during such period of Grande Centre Point Space Pattaya to be lower than the total room revenue (THB/month) of the month during the same period as that of the preceding year by 50 percent or more; and</p> <p style="padding-left: 40px;">b) The decrease of the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to be lower than the average revenue (THB/room/night) of the month during the same period of such competition group as that of the preceding year equal to or greater than 30 percent (if any).</p> <p style="padding-left: 40px;">In the case where the Subleased Assets are affected by a force majeure event during the same period as that of the preceding year, (1) the total room revenue (THB/month) of Grande Centre Point Space Pattaya or (2) the average room revenue (THB/room/night) of hotels and resorts in a competition group with the same standards in Pattaya (as the case may be), during the said period of the current year shall be compared to (1) and (2) (as the case may be), during the same period of the preceding year in which the Subleased Assets were not affected by a force majeure event or any major renovation for the benefit of the consideration of the aforementioned cases.</p> <p style="padding-left: 40px;">In addition, the Sub-lessee shall use its efforts in good faith to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya to establish whether or not a force majeure event has occurred. In the case where the Sub-lessee fails to earn the average revenue (THB/room/night) of the month during such period of hotels and resorts in a competition group with the same standards in Pattaya or fails to earn the total room revenue (THB/month) of the month used for reference, LHHOTEL and the Sub-lessee</p>

	shall mutually agree to use the accessible standard information, requirements, or any other ratio of the general hotel business as criteria for consideration instead. In the case where the parties fail to reach an agreement on this, the consideration shall be primarily based on the total room revenue (THB/month) of the month during such period of Grande Centre Point Space Pattaya. In the event that LHHOTEL and the Sub-lessee have designated more than one hotel and resort in a competition group with the same standards in Pattaya, the average revenue (THB/room/night) of the month during such period of the said competition group shall be calculated using the simple average revenue (THB/room/night) of the month during such period of each hotel and resort in the said competition group.
The hotels and resorts which are in the same standard and market	Referring to the hotels and resorts which are in the same standard with Grande Centre Point Space Pattaya as the LHHOTEL and the Sub-lessee may specify or agree each year after the effective date of this contract. The consideration may be based on the location and distance from the project, details and property characteristics or other rules that the LHHOTEL will be able to use to compare when that the said situation occurs.
Taxes and Expenses	<ol style="list-style-type: none"> 1. The Sub-lessee agrees to be responsible for fees, stamp duty, and any expenses in connection with the sublease of the Subleased Assets under this agreement (if any) throughout the sublease term under this agreement and the extended term. 2. The Sub-Lessee agrees to be responsible for, building and land tax and local development tax (or any similar taxes) relating to the Subleased Assets under the applicable laws as currently applied, and any of property tax arising out of this Subleased Assets throughout the sublease term.
Transfer of Leasehold Right and Sublease	<ol style="list-style-type: none"> 1. Throughout the term of this Agreement, the Sub-lessee may not transfer its rights and/or duties under this Agreement, whether in whole or in part, to other persons without prior written consent of LHHOTEL, unless such rights and/or duties are transferred to the affiliated companies of the Sub-lessee, which have qualifications and capabilities to perform such duties under this Agreement. In any event, prior to the transfer of such rights and/or duties under this Agreement, the Sub-lessee shall ensure that the transferee agrees to be bound by conditions specified in this Agreement. The sublease term which is transferred to the transferee shall not exceed the remaining sublease term of the Sub-lessee under this Agreement. Nevertheless, LHHOTEL reserves the right to consult with the Office of the Securities and Exchange Commission and relevant authorities, as well as the right to propose such matter to the trust unitholders' meeting for consideration and approval prior to such action being taken. In this regard, "affiliated company" means any person or juristic persons who (a) directly or indirectly controls such person or juristic person, or (b) is directly or indirectly controlled by such person or juristic person, or (c) is under common control directly or indirectly with such person or juristic person. "Control" means possession of the power to directly or indirectly, control, determine, or direct the management and policies of any person or juristic person, whether through the ownership over shares with voting rights of more than 50 percent of the total number of issued and sold shares of such person or juristic person, or by contract, or by any other means. 2. Throughout the term of this Agreement, LHHOTEL shall not transfer its rights and/or duties under this Agreement, whether in whole or in part, to any other persons without prior written consent of the Sub-lessee. 3. LHHOTEL agrees that the Sub-lessee may sub-lease out spaces in the Subleased Assets in accordance with the objective of sublease as specified in this Agreement.

Obligations of LHHOTEL	<p>On the Effective Date of Sublease Agreement of Immovable Properties, LHHOTEL shall cause the lessor under the lease agreement of immovable properties entered between the lessor and LHHOTEL, to deliver the Sub-Leased Assets in as-is condition to the Sub-Lessee; provided that, LHHOTEL shall be responsible for expenses arising out of the Sub-Leased Assets throughout the sub-lease term as follows:</p> <p>(a) Any expenses relating to improvement or renovation concerning the structure or important parts of the building (Structural Repairs);</p> <p>(b) When any changes or replacement to the leased movable assets is required, the Sub-Lessee shall carry out the changes or replacement at LHHOTEL's costs. The changes or replacement shall belong to LHHOTEL.</p> <p>The approval for expenses of the above (a) and (b) shall be at the sole discretion of LHHOTEL but LHHOTEL shall not hold the approval without any reasonable grounds.</p> <p>In addition, in consideration of the distribution to the unitholders of LHHOTEL, LHHOTEL agrees to take expenses as described above into account and shall retain a certain amount as reserve for expenses to be responsible by LHHOTEL, as described above.</p>
Obligations of Sub-lessee	<ol style="list-style-type: none"> 1. The Sub-lessee shall use its utmost efforts as a general hotel business operator would do to select and hire any person to manage the business of Grande Centre Point Space Pattaya as well as to take care of and to maintain the Subleased Assets to be in good condition throughout the sublease term. 2. The Sub-lessee shall use the Subleased Assets in accordance with the objective of sublease as specified in this Agreement. The Sub-lessee shall be responsible for maintenance, repair, or any and all acts performed on the Subleased Assets as it deems necessary to ensure that the Subleased Assets retain their nature as a hotel in accordance with the objective of sublease as specified in this Agreement. The expenses relating thereto shall constitute part of the operating expenses under the Sublessee's budget as approved by LHHOTEL in accordance with the provisions in this Agreement. 3. The Sub-lessee shall not perform or allow any person to perform any act in violation of the law or contrary to public order and good morals on the Subleased Assets, or any act that may be harmful to health without obtaining any license under the relevant laws, or any act that is considered awful or causes danger, damage, or disturbance to third parties and LHHOTEL. In the case of an occurrence of any problem or damage, the Sub-lessee is obligated to use its best efforts to solve such problem or damage, as well as to come to an agreement on and to remedy the damage arising from such act performed by the aforementioned person, without prejudice to the Sub-lessee's right under the law to recourse damages against such person. 4. The Sub-lessee shall obtain and maintain licenses necessary for the operation of hotel business throughout the term of this Agreement. 5. The Sub-lessee shall not cause any encumbrances over the Subleased Assets. 6. The Sub-lessee shall indemnify and perform any act to prevent LHHOTEL from any claims arising from the use of the Subleased Assets for the purposes of business operation of the Sub-lessee and/or negligence of duties or obligations on the part of the Sub-lessee as specified in this Agreement, as well as any act of the agent and/or attendant of the Sub-lessee. In the case where LHHOTEL is charged in a case, is subject to

	<p>claims for liability, or prosecuted in a lawsuit due to the foregoing cause, the Sub-lessee shall, at its sole cost and expense, release LHHOTEL from the offence immediately.</p> <p>7. Certain significant acts, such as the sale or transfer of the Sub-lessee's business, whether in whole or in substantial part, to other persons, the creation of security over the Sub-lessee's assets, including those assets used in the business operation of Grande Centre Point Pattaya, the subleasing-out of part of the Subleased Assets which constitutes more than 50 percent of the total leased area of the Subleased Assets to any individual person, etc., may only be performed by the Sub-lessee when (a) the written consent has been obtained from LHHOTEL or (b) it has already been specified in the annual operating budget and capital expenditure budget of Grande Centre Point Pattaya which have been approved by LHHOTEL.</p> <p>8. Other duties as specified in this Agreement, such as preparation and submission of financial reports, operating budget and capital expenditure budget to LHHOTEL, payment of land and building tax (or any other similar taxes), etc.</p>
Utilization of the area related to the Subleased Assets	<p>Throughout the effective term of this Agreement, the Sub-lessee may utilize the public utility system and common asset such as the road surrounding the building, vehicle lanes, and entrance etc., for the benefit of the business operation of Grande Centre Point Space Pattaya. In the event that there are expenses incurred from the management, supervision, maintenance, and repair of the common area, as well as public utility system, wastewater treatment system, and assets for common use, including expenses which incurred normally or from unpredictable circumstances, the LHHOTEL agrees to be jointly responsible for the said expenses. The Sub-lessee shall not be jointly responsible for the said expenses.</p>
Insurance	<p>1. Throughout the lease term, the Sub-lessee agrees to procure the following insurance:</p> <p>1.1 Business Interruption Insurance: the Sub-lessee acknowledges and agrees that the sum insured under the business interruption insurance policy shall not be lower than the estimated income expected to receive from the Subleased Assets for a period of 2 years, minus the Variable Rental in accordance with the provisions of the relevant insurance law, such as cleaning expenses, marketing expenses, renovation expenses, tax expenses, insurance expenses, etc. The said insurance shall indicate that the LHHOTEL and the Sub-lessee be co-beneficiaries. Upon receipt of compensation from the insurance company, the LHHOTEL agrees to deduct the Fixed Rental which the LHHOTEL should receive proportionately to the period that the insurance company used as a basis for calculating the amount of compensation, which is payable, and shall remit the remaining amount of compensation to the Sub-lessee without delay. After the Sub-lessee has used such compensation for the payment of expenses related to the business operation during such period and there is still a remaining amount of compensation, the Sub-lessee shall repay such compensation to the LHHOTEL proportionate to the Variable Rental which the LHHOTEL should receive in accordance with the conditions under this Agreement;</p> <p>1.2 Public Liabilities Insurance: in order to cover physical injury or death, and potential damage to third-party property;</p> <p>1.3 Other insurance as mutually agreed upon by the parties;</p>

	<p>pursuant to the sum insured and the terms and conditions of the insurance policy as mutually approved by the LHHOTEL and the Sub-lessee. The Sub-lessee shall be solely responsible for the payment of all insurance premiums for the insurance under 1.1 – 1.2. The payment of other insurance under 1.3 (if any) shall be as mutually agreed upon by the LHHOTEL and the Sub-lessee.</p> <p>Under the lease agreement of movable assets between the LHHOTEL and the lessor of immovable properties which are leased to the LHHOTEL, the LHHOTEL as the lessee of the leased assets shall take out Property All Risks Insurance and the Sub-lessee shall solely pay all insurance premiums throughout the sublease term and specify LHHOTEL as the beneficiary.</p> <p>2. The Sub-lessee agrees to use its best efforts to jointly perform any necessary acts to demand that the insurance company make payment of compensation which it should receive without delay.</p>
Reasons for terminating the contract	<p>This contract may be terminated by either party if any of the following events occur:</p> <p>1. Default by the Sub-lessee</p> <p>a) In the case that the Sub-lessee violate or fail to comply with any agreements as specified in this contract or breach of the certification which is the essences provided in this contract and unable to take corrective actions and comply with the contract within 60 after the notification of the breach of contract or within any time period contracted by the parties except for force majeure or any events out of the control of the Sub-lessee. Moreover, in the case that the Sub-lessee fails to pay a fixed rental fee and / or variable rental fee, the default will be considered for a period of more than 30 days from the rental fee payment due date except for a case out of the control of the Sub-lessee in which the LHHOTEL and the Sub-lessee agrees to extend the lease payment period.</p> <p>b) In case that the Sub-lessee is prosecuted or there are other events causing significant negative damage to the Sub-lessee operations or financial status as well as significantly affecting the Sub-lessee's performance such as failing to pay the payment according to the terms of the loan agreement, guaranteed debt and / or debt instruments and / or any financial instruments or any debt, in which the defaulted debt is worth more than 50,000,000 baht). This does not include loans from shareholders and Sub-lessee's incapability to resolve the said default within 60 days or within any time period as agreed on this contract. The Sub-lessee may not show to the LHHOTEL that the he/she has a defense that may win the case. Or if the case is settled, he/she has to pay in the said case. For the aforementioned reasons, they do not lead to a significant negative impact on the ability of the Sub-lessee to comply with this contract.</p> <p>c) In case that there are amendments, changes, refrain or cancel licenses, certificate, consent letter, any benefits which the Sub-lessee received from a government agency, an official, any person or juristic person that the Sub-lessee needs to have or use for the main business, and they cannot be resolved within the time period agreed by the LHHOTEL and the Sub-lessee leading significant negative impact on the hotel operations.</p> <p>d) In case that the Sub-lessee is prosecuted by law or government order or because of any other case that has a significant negative impact on the ability to comply with this agreement by the Sub-lessee, the power to operate business of the must change or be inconvenient, or the Sub-lessee's property or income even some or all , must be confiscated, expropriated or become vested in the state which the LHHOTEL believes</p>

	<p>that it has a significant negative impact on the ability of the Sub-lessee to comply with this contract.</p> <p>e) In case that the Sub-lessee is under court order, being adjudged bankrupt, in the process of dissolution of the company, liquidation or requesting the rehabilitation to the court or relevant government agencies or any other similar process which has a significant negative impact on the ability of the Sub-lessee to pay the debt or comply with this contract.</p> <p>f) In case that the tenant has stopped all the business or some parts which let the LHHOTEL not to be able to find benefit from benefit from the Sub-lessee's property which has a significant negative effect to the hotel operations</p> <p>g) In case that the meeting of the board of directors and / or the meeting of the Sub-lessee has a conclusion to sell or transfer all or some parts of the business to other parties or to merge companies with other people which the LHHOTEL believes that there will be a significant negative impact on the rental fee payment or the performance of this contract. except with the prior written consent of the LHHOTEL</p> <p>5. Defaulted by the LHHOTEL</p> <p>(a) In the case that LHHOTEL is in material breach of or fails to comply with any agreement as specified in this contract, or is in material breach of any representations given in this contract, and LHHOTEL fails to rectify or correct such material breach or non-compliance with the contract within 60 days from the date of LHHOTEL being notified or acknowledging the breach of contract or within any period as mutually agreed by the parties, except for due to any force majeure event or any event beyond the control of LHHOTEL or arising from non-performance of obligations or breach of representation by LH Mall & Hotel Co., Ltd., as the lessor of immovable properties to LHHOTEL, as specified in the lease agreement for immovable properties between LHHOTEL and the lessor of immovable properties to LHHOTEL; provided, however, only in the case where the Sub-lessee remains a subsidiary of the lessor of immovable properties to LHHOTEL.</p> <p>(b) In the case that LHHOTEL willfully violates or willfully act in contrast to any obligations as specified in the lease agreement for immovable properties between LHHOTEL and the lessor of immovable properties to LHHOTEL, and LHHOTEL fails to rectify or correct such violation or non-compliance with the contract, resulting in the termination of the lease agreement of immovable properties and, therefore, the Sub-lessee's inability to use the Subleased Assets in accordance with the intention and purposes of this contract.</p> <p>3. In case that the LHHOTEL is unable to become the holder of the leasehold rights to the Sub-lessee's property under the immovable property lease agreement</p> <p>4. In case that the rental contract comes expires as specified in the contract and the LHHOTEL or the Sub-lessee has not agreed to renew this contract in accordance with the terms and conditions regarding the renewal as specified in this contract.</p> <p>5. In case that the parties mutually agree to terminate this contract.</p> <p>6. In the case that the Subleased Assets, whether all or any substantial part thereof, are damaged or expropriated, resulting in the Sub-lessee being unable to use the Subleased Assets for the benefit of the continued operation of hotel business or any other activities in connection therewith.</p>
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	<p>7. In the case that LHHOTEL is dissolved in accordance with the details specified in the Trust Deed and LHHOTEL has notified the Sub-lessee in writing of its dissolution.</p> <p>8. In the case that there is an order issued by law, the Securities and Exchange Commission or the Office of the Securities and Exchange Commission or the Capital Market Supervisory Board to dissolve LHHOTEL without LHHOTEL's violation and/or breach of any rules, regulations, laws, and/or any other relevant requirements, and LHHOTEL has notified the Sub-lessee in writing of its dissolution without delay upon it becoming aware of such order, the parties shall have the duty to and use their best efforts to jointly prevent the termination of this contract resulting from any change of laws, or from orders of any state agencies to the extent that they are not contrary to laws or orders of any state agencies in effect at the time, such as appointment or procurement of any person to accept the transfer of LHHOTEL's rights and duties under this contract.</p>
The result of the expiration of the contract	<p>1. When this contract ends without any contract renewal, the Sub-lessee agrees to take the following actions;</p> <ol style="list-style-type: none"> 1.1 Return the property to the LHHOTEL or the person assigned by the LHHOTEL in an appropriate condition and the property must be able to be used according to the objectives specified in this contract. 1.2 Pay Fixed Rental and Variable Rental in accordance with the rules mentioned in this contract. They are calculated based on the proportion of the actual rental period to the LHHOTEL within 60 days from the effective date of this contract termination. 1.3 Deliver any benefit which the Sub-lessee has received in advance, such as advance rental fee and other advance income (if any), including deposits for the LHHOTEL or the person assigned by the LHHOTEL <p>Moreover, (a) in case that the Sub-lessee receives the benefits after the expiration of this agreement, the Sub-lessee agrees to deliver the said benefits to the LHHOTEL or the person assigned by the LHHOTEL in accordance with the terms in this clause. (b) In the case that the LHHOTEL or any other person receives any benefits which is the benefit that the Sub-lessee should receive before the date of this agreement expires, the LHHOTEL agrees to proceed with the return of the said benefits to the Sub-lessee. In both cases mentioned before, the parties agree to deliver the said benefits to the other party within 30 days of receiving the benefits.</p> <ol style="list-style-type: none"> 1.4 To cooperate as required and appropriate to help the person assigned by the LHHOTEL to operate the hotel operation in accordance with the law and / or other agencies related within a reasonable time after receiving a written request from the LHHOTEL without any compensation. To help the LHHOTEL or the person assigned by the LHHOTEL to transfer or grant a hotel business license or the transfer of rights and duties under various contracts. If the LHHOTEL is unable to find the new Sub-lessee to replace the previous one, the Sub-lessee agrees to sublease the asset for hotel operation until the LHHOTEL is able to find other to sublease the property and the time period must not exceed 180 days from the expiration of the rental period. In addition, it is considered that the Sub-lessee has no duty to continue to sublease the property during the said period if the sublease contract renewal is limited or impossible. 1.5 To transfer rights and duties under the room rental agreement, space lease agreement, procurement agreement, and service agreement entered into by the Sub-lessee and the customers of Grande Centre Point Space Pattaya or a party under such agreements; to

	<p>remit the rental deposit and advance rental fee or other monies received from the customers or a party under such agreements to LHHOTEL or any person designated by LHHOTEL; to procure that the customers or a party under such agreements give consent to the transfer of rights and duties under those agreements to LHHOTEL or any person designated by LHHOTEL; or to provide assistance to LHHOTEL or any person designated by LHHOTEL with respect to the execution of a new room rental agreement, space lease agreement, procurement agreement, and service agreement, as the case may be, with such customers or party in the case of no consent being obtained from aforementioned persons to the transfer of rights and duties under those existing agreements; and to submit any evidence, documents, or information relevant to or necessary for the operation of Grande Centre Point Space Pattaya to LHHOTEL or any person designated by LHHOTEL for the continued business operation of LHHOTEL or any person designated by LHHOTEL, except for trade secrets. In the case of the termination of the lease agreement of immovable properties, between LHHOTEL and the lessor of immovable properties, LHHOTEL shall procure that the lessor of immovable properties to LHHOTEL becomes the transferee of rights and duties under this agreement or enters into a new lease agreement, as the case may be, and is a person entitled to receive monies and the aforementioned evidence, documents, or information.</p> <p>1.6 To undertake any necessary act as requested by LHHOTEL in order for LHHOTEL and/or any person designated by LHHOTEL to be able to continue the operation of Grande Centre Point Space Pattaya, with LHHOTEL's cooperation given as necessary in all respects for the aforementioned acts of the Sub-lessee.</p> <p>2 In the case that the contract is terminated, the parties shall not lose the right to claim any expenses and damages, which occurred before the contract was terminated, expenses and damages arising from contract termination and / or any damages as required by law.</p> <p>During the rental period under this contract and any time extended, the LHHOTEL has no right to terminate the Sub-lessee's agreement with the Sub-lessee. If there is no default on any breach of contract caused by the Sub-lessee.</p>
Property damage and expropriation (Renovation)	<p>1. In the case where the Subleased Assets, whether all or any substantial part thereof, are damaged or expropriated without fault of either party, resulting in the Sub-lessee being unable to use the Subleased Assets for the benefit of the continued operation of hotel business, this Agreement shall be deemed to be terminated on the date on which Grande Centre Point Space Pattaya is damaged or expropriated, in which case neither party will have any right to claim for damages, expenses, monies, or any other benefits from the other party, except for the damages incurred due to a breach of the agreement prior to the expiry of this Agreement.</p> <p>2. In the case where the Subleased Assets are partially damaged or expropriated and the LHHOTEL and the Sub-lessee are mutually of the opinion that such partially damaged or expropriated Subleased Assets remain usable for the continued operation of Grande Centre Point Space Pattaya, this Agreement shall be deemed to remain enforced only for parts of the Subleased Assets which remain undamaged and in an usable condition. These assets shall continue to be the Subleased Assets under this Agreement. The parties shall mutually consider the appropriateness</p>

	<p>for the adjustment of rental fee to be in accordance with the partially damaged or expropriated Subleased Assets as reasonable.</p> <p>3. In the case of an occurrence of the event under (2), the LHHOTEL and the Sub-lessee shall enter to a negotiation in good faith in order to determine the rental fee for usable parts of the Subleased Assets within 30 days from the date on which the Subleased Assets are damaged or expropriated, unless such period of negotiation is extended by mutual agreement of the parties. The LHHOTEL is obligated to comply with the relevant securities laws.</p> <p>4. In the case where the Subleased Assets are under any major renovation or repair, which the parties jointly agree that it will result in the Sub-lessee being unable to use the Subleased Assets, whether entirely or partially, for the business operation of Grande Centre Point Space Pattaya, the parties shall mutually determine the rental fee rates under this Agreement and the lease agreement of movable assets, and the payment period of such rental fee, whereas the negotiation shall be finalized no less than 30 days prior to the date of such major renovation or repair, unless the negotiation period is extended by mutual agreement of the parties. In any event, the determination of the rental fee rates shall reflect the proportion of areas unusable by the Sub-lessee as a result of such major renovation or repair.</p> <p>Furthermore, in the event that the major renovation is completed and resulted in the Subleased Assets being altered from their original condition for any reasons, such as increase or decrease of rooms, etc., the parties shall jointly determine the new rates of rental fee and amend other relevant terms and conditions to be in line with such changes. The new rates of rental fee and the amended terms and conditions shall come into force from the completion date of such major renovation or repair. The LHHOTEL is obligated to comply with the relevant securities laws.</p>
Force Majeure Clause	<p>In the event that (a) a force majeure event occurs under (1) of the definition of force majeure below, resulting in either party's non-performance of this Agreement or failure to receive benefits under this Agreement, or (b) a force majeure event occurs under (2) to (4) of the definition of force majeure under this Agreement, such party shall give the other party a written notice of such event as soon as practicable and the parties agree to perform the following acts:</p> <p>1. Both parties have the right to postpone the performance of this Agreement for a period equivalent to the period which is affected by the force majeure event, whereby the LHHOTEL and the Sub-lessee shall mutually agree to determine the duration of such period and deem that it is not a fault of either party. However, each party agrees not to use such force majeure event as an excuse for non-repayment of any debts in the amount payable under this Agreement, unless (a) in the case where the force majeure event has caused material damage to the Subleased Assets to the extent that the Sub-lessee may not use such Subleased Assets in accordance with the sublease purpose during any period, the Sub-lessee shall not be obligated to make rental fee payment for such period which the Sub-lessee cannot use the Subleased Assets and/or (b) in the case where the force majeure event occurs pursuant to which the Sub-lessee can make a request for postponement of rental fee payment or the exemption of rental fee as a result of such force majeure event as specified in this Agreement and/or</p> <p>2. The parties agree to review the provisions of this Agreement in good faith in order to be enable both parties to perform any acts for their mutual benefits and/or to restore to their normal conditions.</p>

	<p>In the case where the parties fail to reach an agreement for any acts to be performed for their mutual benefits as specified under first paragraph, the parties agree that this Agreement shall be terminated, and the consequences arising from the cause of termination shall apply mutatis mutandis.</p> <p>Force majeure means:</p> <ol style="list-style-type: none"> (1) any event which occurs or causes an unpreventable disaster even though a person who experiences or is about to experience such event had exercised reasonable care in the same manner as an ordinary person would be able to do in such condition or circumstance, such as natural disaster, fire, flood, earthquake, unavoidable accident, war, riot, terrorism, strike, workplace closure, epidemic, etc., and/or (2) enactment of laws, rules, regulations, or requirements, interpretation, consideration, issuance of orders or opinions, rendering of decision, or any other act by relevant state agencies or government authorities, or legal restrictions or rules which materially affect either party's performance of this Agreement or cause either party to be unable to receive benefits hereunder, and/or (3) occurrence of economic crisis, economic downturn, or changes to behaviors or demands of consumers or groups of customers which affect the tourism industry in Bangkok and have a continuous material adverse effect on either party's performance under this Agreement or lead to either party's material failure to receive benefits hereunder, or have a material adverse effect on the Sub-lessee's performance under this Agreement or the Sub-lessee's business operation of Grande Centre Point Space Pattaya or operating results or financial position with respect to Grande Centre Point Space Pattaya (whereby such impact is not caused by the Sub-lessee's mismanagement of Grande Centre Point Space Pattaya); (4) any cause with similar effect with (1) or (3) above, which is mutually considered and agreed by the parties to be a force majeure event. <p>Nevertheless, for any case relating to any payment or transaction with respect to the performance of this Agreement to be carried out with commercial banks, a force majeure event shall also include the closure of all commercial banks in Thailand.</p>
Law and dispute resolution	<ol style="list-style-type: none"> 1. This contract shall be enforced and interpreted in accordance with Thai law. 2. Disputes, arguments or claims arising out of or relating to this agreement which cannot be agreed between the parties, shall be presented to the court of jurisdiction.

Detail of the Sub-Lessee

Sub-lessee	L&H Hotel Management Co., Ltd.
Address	Q. House Lumpini Building, 15th Floor, 1 South Sathon Road, Thungmahamek, Sathon, Bangkok 10120
Company Number	0105555019474
Telephone	02 343 8899
FAX	02 343 8890
Authorized Capital	Baht 10,000,000
Paid-up Capital	Baht 10,000,000
Management Team	1. Suwanna Buddhaprasart
	2. Wit Tantiworawong
	3. Kitti Worabanpott
	4. Archawin Asavabhokin

Qualification and Experience of the Sub-Lessee

L&H Hotel Management Co., Ltd. is the subsidiary company of LH Mall & Hotel Co., Ltd., which is also the subsidiary company of Land & Houses PLC. The company was registered on 7 February 2012. Currently, there are five projects under sub-lease agreements of L&H Hotel Management Co., Ltd. which are Grande Centre Point Terminal 21, Grande Centre Point Ratchadamri, Grande Centre Point Sukhumvit 55, Grande Centre Point Pattaya and Grande Centre Point Space Pattaya.

Rental Fee and Conditions

The sub-lessee has agreed to pay the rental fees in 2 parts which are Fixed and Variable rent. The fee will be calculated according to the actual rental period and the audited financial statements of each hotel project. The rental fee will be paid on a quarterly basis with the details of fixed rent in 2024 as below;

Unit: Million Baht

Grande Centre Point Terminal 21	Grande Centre Point Ratchadamri	Grande Centre Point Sukhumvit 55	Grande Centre Point Pattaya	Grande Centre Point Space Pattaya
306.73	283.65	224.00	136.0	270.0

Remark: Fixed Rental comprises rental fee of immovable properties and rental fee of movable assets.

The REIT Manager's Opinion on Capability to Comply with the Rental Agreements in the Past

L&H Hotel Management Co., Ltd as the sub-lessee, has always complied with the rental agreements since the establishment date of the trust. Notwithstanding, under the COVID-19 outbreak which has been a force majeure event that cannot be prevented and controlled, and affected the number of foreign tourists, as well as the Thai tourism business sector, including the substantial impacts to operations of the hotel projects of LHHOTEL. These have caused the sub-lessee to exercise the right to waive the rental fees for those periods according to the conditions regarding “the waiver of rental fees due to the force majeure events” specified in the sub-lease agreements of immovable properties and the lease agreements of movable properties which have been disclosed in both the Prospectus and the 2021 and 2022 Annual Report. Refer to the COVID-19 outbreak situation around the world that is becoming more settled has resulted in an increased number of foreign tourists entering Thailand during the year 2023, Due to the improving global COVID-19 pandemic situation, the number of foreign tourists traveling to Thailand significantly increased in 2024, which had a positive impact on the hotel industry. This can be seen from the noticeable recovery in the performance of LHHOTEL.

Summary of the Trust Rental Fee in 2024

Unit: Million Baht

Project	Fixed Rental	Variable Rental	Total
Grande Centre Point Terminal 21	336.4 ^{/1}	180.0	516.4
Grande Centre Point Ratchadamri	319.4 ^{/1}	159.7	479.1
Grande Centre Point Sukhumvit 55	224.0	103.1	327.1
Grande Centre Point Pattaya	136.0	199.8	335.8
Grande Centre Point Space Pattaya	270.0	423.0	693.0
Total	1,285.7	1,065.6	2,351.4

Remark: Fixed rental comprises rental fee of immovable properties and rental fee of movable assets (excluding VAT), and additional fixed rental income has been adjusted to reflect the maximum proportion of variable rental income for the entire year according to the criteria.

4.6 Borrowings

As of December 31, 2024, LHHOTEL had a long-term loan a total of 9,833.75 million baht, accounting for 41.7 percent of the total assets. The borrowing details are summarized as follows:

Summary of Key Provisions of the First Borrowing Agreement and Amendment Agreements

Credit Line	Not exceeding Baht 800,000,000
Actual Drawdown	Baht 688,532,700
Interest Rate	Fixed and/or MLR reference rate: Years 1-3: Fixed rate

	<p>After Year 3 onwards: No higher than MLR – fixed rate pa.</p> <p>(MLR: Minimum Loan Rate refers to the interest rate charged to prime customers by Siam Commercial Bank Public Co., Ltd.)</p>
Term of Borrowing	14 years with 4-years grace period.
Payment of Principal	<p>Quarterly installment payments after the grace period. The payments are based on a progressive scale until full payment is made within the borrowing period as follows;</p> <p>1st – 4th Payments - 5,164,000 Baht</p> <p>5th – 12th Payments - 6,025,000 Baht</p> <p>13th – 16th Payments -13,771,000 Baht</p> <p>17th – 24th Payments - 18,935,000 Baht</p> <p>25th – 39th Payments – 25,820,000 Baht</p> <p>40th Payments - the rest of outstanding</p> <p>In addition, loan agreements were revised to change the 5th and onward of the principal repayment to postpone from March 2020 to March 2023. Repayment time and amount are the same as terms and conditions stipulated in the first borrowing agreement.</p>
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement	<ul style="list-style-type: none"> Land and Houses Public Co., Ltd. ("LH") or its subsidiaries and GIC Pte Ltd ("GIC") (a subsidiary of Reco Resorts Pte Ltd) agreed to subscribe at least 9% and 6%, respectively, of the total sold units of the REIT; and agreed that, throughout the period of 12 months from the incorporation date of the REIT, LH or its subsidiaries and GIC (as the case may be) shall not sell, dispose of, or transfer the units in the amount of 9% and 6%, respectively, of the total sold units (whether in full amount or partially) to other persons who are not related to LH or its subsidiaries or GIC (as the case may be); and shall not pledge or incur encumbrance to the units in the amount of 9% and 6%, respectively, of the total sold units, unless consent is given in writing by the trustee on behalf of the REIT. LH shall arrange to have the company in which LH holds, directly or indirectly, at least 50% of total shares appointed as the Sub-lessee of the Grande Centre Point Hotel Terminal 21 Project for a period of no less than 9 years from the incorporation date of the REIT. Change of the Sub-lessee shall be subject to prior consent of the Lender except for the case that the REIT does not exercise the right to renew the subleasing agreement with the Sub-lessee. In this regard, the subleasing term shall not be less than 3 years.
Collateral	None

For the acquisition of Grande Centre Point Hotel Ratchadamri Project, LHHOTEL has drawn down of the loan agreements total of THB 920.00 million consists of two separate loan agreements, individually drawdown of THB 460.00 million each, by which the details of each loan agreements are as summarized as follows;

Summary of Key Provisions of the Second and the Third Borrowing Agreements and the Amendment Agreements

Credit Line	Not exceeding Baht 486,040,000
Actual Drawdown	Baht 460,000,000
Interest Rate	Fixed and/or MLR reference rate: Years 1-2: Fixed rate After year 2 until the maturity date: MLR-Fixed rate. pa (MLR: Minimum Loan Rate refers to the interest rate charged to prime customers by Siam Commercial Bank Public Co., Ltd.)
Term of Borrowing	13 years 6 months with 3 years and 6 months grace period
Payment of Principal	Quarterly installment payments after the grace period. The payments are based on a progressive scale until full payment is made within the borrowing period according to the Borrowing Agreement as follows: 1st – 4th Payments - 3,450,000 Baht 5th – 12th Payments - 4,025,000 Baht 13th – 16th Payments - 9,200,000 Baht 17th – 24th Payments - 12,650,000 Baht 25th – 39th Payments - 17,250,000 Baht 40th Payment - the rest of outstanding In addition, loan agreements were revised to change the 1 st and onward of the principal repayment to postpone from June 2020 to March 2023. Repayment time and amount are the same as terms and conditions stipulated in the first and the second borrowing agreements.
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement	<ul style="list-style-type: none"> Land and Houses Public Co., Ltd. ("LH") or its subsidiaries and GIC Pte Ltd ("GIC") (a subsidiary of Reco Resorts Pte Ltd) agreed to hold at least 9% and 6%, respectively, of the newly sold units of the REIT throughout the period of 12 months from the date on which the capital increase is accomplished. LH shall arrange for the companies in which it holds directly and/or indirectly, at least 50% of total shares to be appointed as the Sub-lessees of the Grande Centre Point Hotel Ratchadamri Project for a period of no less than 9 years from the effective date of the relevant sublease agreement. Change of the Sub-lessee shall be subject to prior consent of the Lender except for the case that the REIT does not exercise the right to require the Sub-lessee to renew

	the sub-lease. Nevertheless, such sublease term shall not be less than 3 years.
Collateral	None

For the acquisition of Grande Centre Point Hotel Sukhumvit 55 Project, LHHOTEL has drawn down of the loan agreements total of THB 4,200.00 million consists of two separate loan agreements, by which the details of each loan agreements are as summarized as follow;

Summary of Key Provisions of the Fourth Borrowing Agreement and the Amendment Agreements

Credit Line	Not exceeding Baht 1,300,000,000
Actual Drawdown	Baht 1,140,000,000
Interest Rate	Fixed and/or MLR reference rate: Month 1 -42: Fixed rate Month 43 until the maturity date: No higher than MLR – Fixed rate pa. (MLR: Minimum Loan Rate refers to the interest rate charged to prime customers by Siam Commercial Bank Public Co., Ltd.)
Term of Borrowing	13 years and 6 months with 3 years and 6 months grace period.
Payment of Principal	Quarterly installment payments after the grace period. The payments are based on a progressive scale until full payment is made within the borrowing period according to the Borrowing Agreement as follows: 1st – 4th Payments – 0.75% of actual drawdown 5th – 12th Payments - 0.875% of actual drawdown 13st – 16th Payments – 2.00% of actual drawdown 17th – 24th Payments - 2.75% of actual drawdown 25th – 39th Payments - 3.75% of actual drawdown 40th Payment - the rest of outstanding
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement*	As a designated by existing conditions which the REIT obtained.
Collateral	None

Summary of Key Provisions of the Fifth Borrowing Agreement and the Amendment Agreements

Credit Line	Not exceeding Baht 3,060,000,000* (Credit Line is revised from the previous term of Baht 4,300,000,000 in 2021)
Actual Drawdown	Baht 3,060,000,000 (Draw down end of year2022)
Interest Rate	Fixed and/or MLR reference rate: Year 1 -3: Fixed rate of no higher than 5% pa. Year 4 until the maturity date: MLR-Fixed rate pa.

	(MLR: Minimum Loan Rate refers to the interest rate charged to prime customers by Siam Commercial Bank Public Co., Ltd.)
Term of Borrowing	13 years with 3 years grace period.
Payment of Principal	Quarterly installment payments after the grace period. The payments are based on a progressive scale until full payment is made within the borrowing period according to the Borrowing Agreement as follows: 1st – 4th Payments – 0.75% of actual drawdown 5th – 12th Payments - 0.875% of actual drawdown 13th – 16th Payments – 2.00% of actual drawdown 17th – 24th Payments - 2.75% of actual drawdown 25th – 39th Payments - 3.75% of actual drawdown 40th Payment - the rest of outstanding
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement*	As a designated by existing conditions which the REIT obtained.
Collateral	None
Objective	To support expiration of the fifth loan agreement

** Notwithstanding, according to the EGM No.1/2019 resolution, conducted on 5 November 2019 which delegates the REIT manager to consider the REIT's capital structure to adjust the loan contract properly for the benefit of the REIT. Therefore, the loan contract's conditions might be changed, and the REIT manager shall present to the unitholders accordingly.*

For the acquisition of Grande Centre Point Pattaya and of Grande Centre Point Space Pattaya, LHHOTEL has drawn down of the loan agreements total of THB 4,440.00 million consists of three separate loan agreements, by which the details of each loan agreements are as summarized as follow;

Summary of Key Provisions of the Sixth Borrowing Agreement

Credit Line	Not exceeding Baht 1,000,000,000
Actual Drawdown	Baht 1,000,000,000 (Draw down November 2023)
Interest Rate	MLR minus fixed rate per year (MLR: Minimum Loan Rate shall mean average Minimum Loan Rate of 4 commercial banks)
Term of Borrowing	5 years with 3 years grace period.
Payment of Principal	Quarterly Payments. The first principal repayment will begin in March 2027 and must be completed by November 2028.
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement	As a designated by existing conditions which the REIT obtained.
Collateral	None

Summary of Key Provisions of the Seventh Borrowing Agreement

Credit Line	Not exceeding Baht 2,100,000,000
Actual Drawdown	Baht 2,100,000,000 (Draw down November 2023)
Interest Rate	MLR minus fixed rate per year (MLR: Minimum Loan Rate refers to the interest rate charged to prime customers by Siam Commercial Bank Public Co., Ltd.)
Term of Borrowing	5 years with 3 years grace period.
Payment of Principal	Quarterly Payments. The first principal repayment will begin in March 2027 and must be completed by November 2028.
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement	As a designated by existing conditions which the REIT obtained.
Collateral	None

Summary of Key Provisions of the Eighth Borrowing Agreement

Credit Line	Not exceeding Baht 1,400,000,000
Actual Drawdown	Baht 1,340,000,000 (Draw down November 2023)
Interest Rate	MLR minus fixed rate per year (MLR: Minimum Loan Rate shall mean Minimum Loan Rate of 4 commercial banks)
Term of Borrowing	5 years with 3 years grace period.
Payment of Principal	Quarterly Payments. The first principal repayment will begin in March 2027 and must be completed by November 2028.
Payment of Interest	Quarterly Payments
Conditions of the Borrowing Agreement	As a designated by existing conditions which the REIT obtained.
Collateral	None

Table: Total Principal payment of 2024 – 2025

Year	Loan Agreement 1	Loan Agreement 2	Loan Agreement 3	Loan Agreement 4	Loan Agreement 5	Loan Agreement 6-8	Repayment per schedule (No. 1-8)	Top up Repayment ²	Total Repayment
2024	55.08	16.10	16.10	39.90	-	-	127.184 ¹	225.00-277.50	352.184 -404.684
2025	75.74	36.80	36.80	78.38	91.80	-	319.515 ³		

Remark: ¹ The minimum loan repayment according to the loan agreement for year 2025 stands at 127.184 million baht. Which top up repayment is subject to the following conditions:

1) If the net gains from investing of LHHOTEL for the fiscal year 2025 is higher than the previous year by 3% to 5%, the REIT manager will consider top up repayment of no less than 225 million baht, bringing the total estimated total repayment in 2025 to no less than 352.184 million baht.

2) If the net gains from investing LHHOTEL for the fiscal year 2025 exceeds the previous year by 5% or more, the REIT manager will consider a top up repayment. The amount of top up repayment will not exceed 15% of the total estimated principal repayment for 2025 (with a maximum additional amount of 52.5 million baht). As noted in 1), the total estimated principal repayment for 2025 will not surpass 404.684 million baht.

If the net gains from investing LHHOTEL in the fiscal year 2025 fails to meet conditions 1) and 2), the REIT manager will consider repaying the total loan repayment for 2025, amounting to 127.184 - 352.184 million baht.

In this regard, The reserve amount for loan repayment as disclosed will be used to calculate the adjusted net profit based on the criteria or regulations of the SEC Office, in order to provide distribution to the trust unit holders in 2025.

Although the unfolding situation of the COVID-19 outbreak occurs, total debt-to-total assets of LHHOTEL is higher than the industry average as well as consequent impact from the economic conditions and interest rates that remain volatile. there may also be unforeseen circumstances, natural disasters, or epidemics. In this regard, the REIT manager may negotiate with the creditors to repay the loan principal in advance to manage the interest expense, the trust's liquidity and be the benefits to unitholders. This may lead to variations in the principal repayment compared to the amounts shown in the summary table of trust principal repayments above.

In this regard, the REIT Manager will set aside reserves for debt repayment in accordance with the above conditions or in the event of a request from the lender. By setting aside a reserve for repayment of such debts to calculate the adjusted net profit for distribution of returns to the trust unitholders. According to the criteria set by the SEC.

3. Market Overview of the Property Sector from which the REIT Procures Benefits

3.1 Thailand Economy in 2024 and Outlook for 2025

According to data from the Office of the National Economic and Social Development Council (NESDC) as of February 2025, it reveals that Thai economy in 2024 grew by 2.5 percent, accelerating from 2 percent in 2023. The key reasons were continuous recovery in the tourism sector, the influx of international travelers has surged compared to last year, reaching 35.5 million visitors in 2024, Private consumption expenditure and government consumption expenditure expanded by 4.4 percent and 2.5 percent, respectively. Meanwhile, Public investment grew by 4.8 percent, export value expanded by 5.8 percent, whereas private investment declined by 1.6 percent from the previous year.

In 2024, The private consumption expenditure grew by 4.4 percent, slowing from 6.9 percent expansion from 2023. Government consumption expenditure expanded by 2.5 percent compared to 4.4 percent decline in the previous year. Total investment expenditure remains stable, compared to 1.2 percent expansion in 2023. Private investment declined by 1.6 percent compared to 3.1 percent expansion in 2023. Whereas Public investment grew by 4.8 percent compared to 4.2 percent decline in 2023. Export value of goods in US dollar terms stood at 297.1 billion USD, expanding by 5.8 percent, compared to a 1.5-percent contraction in the previous year. This was driven by a rebound in export volumes and export prices, which grew by 4.4 percent and 1.4 percent, respectively.

Thai Economic outlook for 2025 is forecasted to grow in the range between 2.3 and 3.3 percent with a midpoint of 2.8 percent. Private consumption and Private investment are expected to expand by 3.3 and 3.2 percent, respectively. Export value of goods in US dollar is expected to grow by 3.5 percent. While the Headline Inflation rate is expected to be in the range of 0.5 - 1.5 percent.

There are key supporting factors include:

1. Expansion of the government expenditure, particularly capital expenditure.
2. Expansion of the domestic private consumption is aligned with the ongoing private investment and the sustained growth of private consumption. Private consumption is expected to continue to support economic expansion, bolstered by the acceleration in consumption of non-durable goods and especially in the services sector. Aligned with the ongoing robust expansion of the domestic tourism sector. Additionally, expansion of private consumption is also supported by the robust labor market, as reflected by the low unemployment rate of 0.78 percent in December 2024, the lowest in 8 years, as well as the continuous increase in non-agricultural employment and Inflationary pressures are expected to remain at a low level.

Moreover, the expansion of private consumption is further supported by the government's economic stimulus measures.

3. The continual recovery of the tourism sector is in line with the number of foreign tourists and is expected to gradually return to pre-pandemic levels, as reflected by the number of tourists from most countries of origin reaching the pre-pandemic level. This recovery is accompanied by a similar increase in foreign tourist spending. Key supporting factors include the global recovery trend in travel, a surge in international flights and the government's ongoing measures to attract foreign tourists through visa exemption measures targeted at streamlining visa application processes. This also includes ongoing tourism promotion activities and Thailand's hosting of the South-East Asian Games in December 2025, which are expected to boost tourist arrivals and Domestic tourism continues to grow, supported by various tourism promotion measures. Consequently, the recovery of the tourism sector is expected to facilitate favorable expansion in related service industries, accommodation including transportation, and retail and wholesale trade sectors.

4. The sustained expansion of Thailand's export sector is driven by significant growth in export values, particularly since the latter half of 2024, with key export products include computers and electronic components, rubber and rubber-based products, machinery, chemicals, and telecommunication equipment. This upward trend aligns with an increase in new orders from major industrial economies. Nevertheless, the long-term trajectory of Thai export expansion remains highly susceptible to shifts in U.S. economic policies, necessitating close monitoring of international trade regulations and macroeconomic developments.

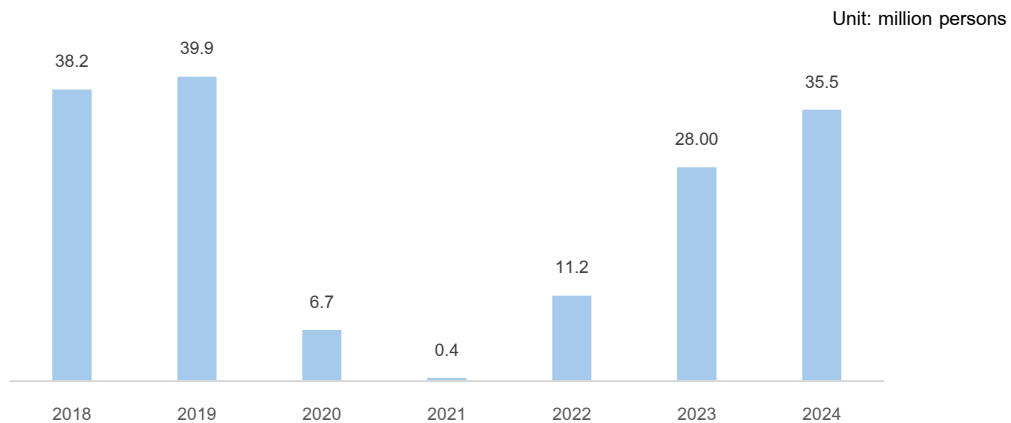
3.2 Hotel Industry and Tourism Market in Thailand

3.2.1 The Tourism Market in Thailand

After the situation of the spread of coronavirus disease 2019 (COVID 19) has resolved. The number of foreign tourists traveling to Thailand from January to December 2024 is totaling 35.5 million people, an increase of more than 7.4 million people from the number of tourists in 2023, or equivalent to an increase of approximately 26.3 percent with number of tourists in December having the highest number of tourists coming to Thailand.

The top 5 countries that will visit Thailand in 2024 are: China, Malaysia, India, Korea and Russia, the 5 countries that visit Thailand the most, accounting for the total number of tourists 17.4 million people, or 49 percent of all tourists visiting Thailand in 2024, which the increasing number of tourists has had a very positive impact on the hotel business sector.

Number of tourists Arrival to Thailand in 2024



Source: Tourism Authority of Thailand

* Preliminary information

Change in number of top 10 visitors to Thailand between 2024 and 2023

(Unit: Thousand Visitors)

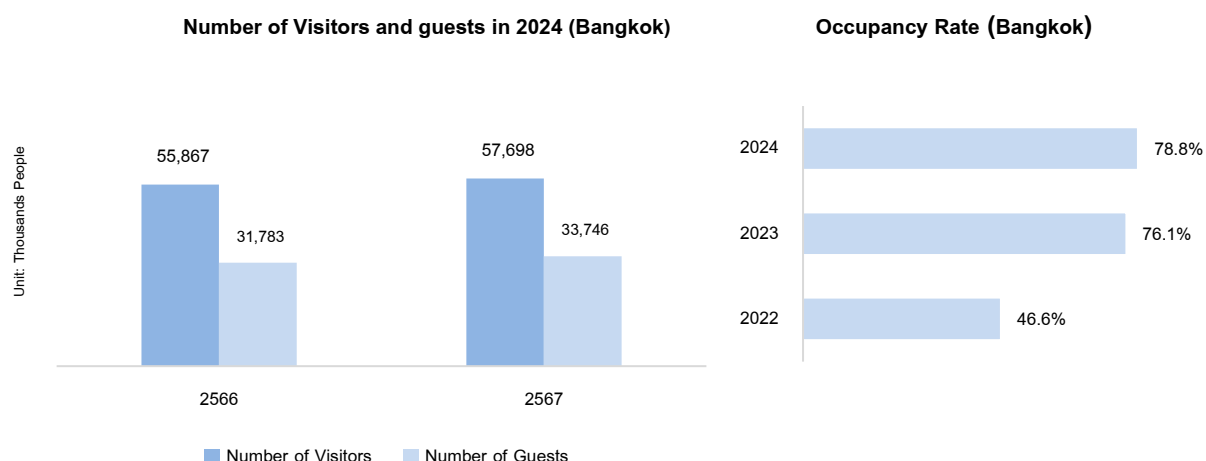
Number of Visitors		2024*	%	2023	%	change	%
1	China	6,733.2	18.94%	3,521.1	12.51%	3,212.1	91.22%
2	Malaysia	4,952.1	13.93%	4,626.4	16.43%	325.7	7.04%
3	India	2,129.1	5.99%	1,628.5	5.79%	500.6	30.74%
4	South Korea	1,868.9	5.26%	1,660.0	5.90%	208.9	12.58%
5	Russia	1,745.3	4.91%	1,482.6	5.27%	262.7	17.72%
6	Laos	1,124.2	3.16%	919.4	3.27%	204.8	22.28%
7	Taiwan	1,089.9	3.07%	724.6	2.57%	365.3	50.42%
8	Japan	1,050.9	2.96%	805.8	2.86%	245.1	30.42%
9	USA	1,030.7	2.90%	930.2	3.30%	100.5	10.81%
10	Singapore	1,009.6	2.84%	1,027.4	3.65%	(17.8)	(1.73%)
	Others	12,811.7	36.04%	10,823.9	38.45%	1,987.8	18.36%
Total		35,545.7	100.00%	28,150.0	100.00%	7,395.7	26.27%

Source: Tourism Authority of Thailand

* Preliminary information

3.2.2 Outlook for Bangkok Hotel Market

Information from the Ministry of Tourism and Sports Report the domestic tourism situation by province, for year 2024 Bangkok reported a number of visitors (Including Thais and foreigners) total was 33,746,467 people which increased 6 percent compared to the number of visitors in Bangkok in previous year. As well as the number of guests (Including Thais and foreigners) in Bangkok for year 2024 occupancy rate was 78.83 percent which increased by 2.87 compared to 2023, reflecting the recovering tourism situation in Bangkok.



Source: Tourism Authority of Thailand

Products or Services Characteristics

Grande Center Point Terminal 21, Grand Center Point Ratchadamri and Grand Center Point Sukhumvit 55 are hotels under the brand Grande Center Point. The highlights of the “**Grand Center Point Hotel**” are its prime location. For hotels in Bangkok, location is key and being situated in the heart of the city close to BTS Skytrain stations, shopping centers, and convenient access to city hubs and leading entertainment area of Bangkok such as Asoke, Siam, Sukhumvit, Silom, and Wireless Road. Additionally, it is located near both BTS and MRT public transportation stations. Another strength is its emphasis on providing convenience to guests through the hotel's central facilities, equipped with various amenities, and spacious rooms compared to typical hotels, luxurious with contemporary Thai-inspired decor. Attention is paid to the practicality of space utilization, focusing on simplicity infused with value.

Detail (For year 2024)	Grande Centre Point Terminal 21	Grande Centre Point Ratchadamri	Grande Centre Point Sukhumvit 55
Number of rooms	462	497	442
Average Occupancy Rate Year	88%	85%	85%
Average Room Rate ^{/1} (THB/room/night)	5,570	5,243	3,825

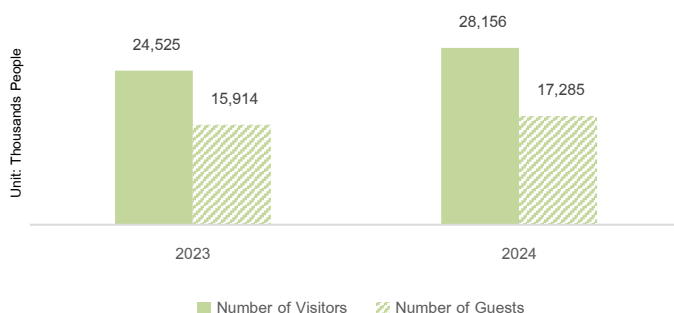
Remark: ^{/1}Room rates only (excluding VAT, SV charges, ABF)

5.2.3 Outlook for Chonburi Hotel Market (Pattaya)

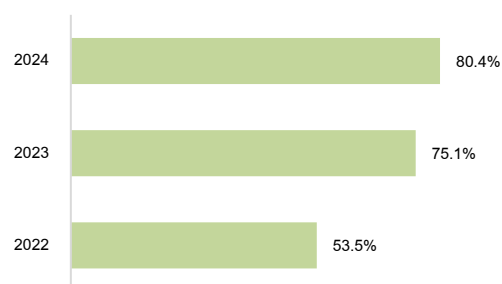
Information from the Ministry of Tourism and Sports Report the domestic tourism situation by province, for year 2024 Chonburi province reported a number of visitors (Including Thais and foreigners) total was 28,156,302 persons which increased 14.81 percent compared to the number

of visitors in Pattaya province in previous year. As well as the number of guests. (Including Thais and foreigners) in Pattaya for year 2024 the number of guests was 24,525,215 persons which has increased by more than 8.62 percent compared to 2023, reflecting the recovering tourism situation.

Number of Visitors and guests in 2024 (Chonburi)



Occupancy Rate (Chonburi)



Source: Tourism Authority of Thailand

Products or Services Characteristics

Grande Center Point Space Pattaya and Grande Center Point Pattaya are classified as luxury and upper-upscale hotels, with few competitors. The Grande Center Point Pattaya Space hotel has 490 rooms, designed with the first space-themed concept in Thailand. It features a Space Water Park spanning over 12,000 square meters, as well as the first sea-view onsen in Thailand. Since its opening in August 2022, it has been well-received by both international and Thai customers.

For Grande Centre Point Pattaya, opened at the end of 2018, consists of 396 rooms located in Terminal 21 Department store, Shopping center in the heart of North Pattaya area complete with shops, restaurants, movie theaters, and supermarkets. The highlight is every room offers a sea view and convenient access to the hotel through three main roads. Additionally, there is a 6,000-square-meter sky water park.

Detail (For year 2024)	Grande Centre Point Pattaya	Grande Centre Point Space Pattaya
Number of rooms	396	490
Average Occupancy Rate	93%	93%
Average Room Rate ^{/2} (THB/room/night)	4,089	5,905

Remark: ^{/1} Performance between 15 November 2023 – 31 December 2023 (LHHOTEL invest in GCP PTY&GCP Space Pattaya 15 November 2023)

^{/2} Room rates only (exclude VAT, SV charges, ABF)

4. Risk Factors

4.1 Risks related to the REIT or its operations.

- 1) ***The success of the REIT depends on the ability of the REIT Manager, the Sub-lessee, and the Hotel Manager in the management and procurement of benefits from the Core Properties. The inadequacy and inefficiency of operations and management could have a material adverse effect on the value of Core Properties, operating performance, and the REIT's ability to distribute the returns.***

The REIT Manager shall manage the REIT in accordance with the Trust Deed. The Sub-lessee shall assign the operation policy for hotel business to the Hotel Manager to manage the Core Properties pursuant to the Hotel Management Appointment Agreement made between the Sub-lessee and the Hotel Manager in order to manage the Core Properties. According to the Hotel Management Appointment Agreement, the Hotel Manager shall have responsibility in various matters under the supervision of the Sub-lessee, including those related to the Core Properties such as management, marketing, maintenance service, security and safety of the building, and financial management to seek for benefits from the operations of hotel business under the properties invested.

In case where the Sub-lessee and/or the Hotel Manager is unable to successfully implement the policies and management strategies, or the Sub-lessee and/or the Hotel Manager fails to properly manage the Core Properties, the value of the Core Properties and/or the variable rental income to be earned by the REIT could be adversely affected, further affecting the REIT's performance and the abilities to pay the distributions to the Unitholders, and to repay the loan when due. Moreover, in force majeure case, which significantly affect hotel performance and cause average monthly room revenue of hotel under the REIT management and average monthly room rate of Bangkok hotel or resort in the equivalent standard to be lower than the same period of prior year equal or greater than percentage amount specified in the sub-lease contract of immovable asset, it could be the cause to postpone or abstain from the rental fee.

Furthermore, any adverse changes affecting the relationship between the Sub-lessee and the Hotel Manager may affect the abilities of the Sub-lessee and the Hotel Manager to manage the Core Properties. In addition, if the Sub-lessee is unable to perform its duties efficiently as the Sub-lessee under the sublease agreement and/or the Hotel Manager appointed by the Sub-lessee fails to perform its duties as the hotel manager efficiently, this could have an adverse effect to the REIT's performance and financial position.

- 2) ***The REIT's revenue relies on Sub-lessee's financial status and decision to renew the lease upon expiration.***

The REIT's financial status depends on the rental of the Core Properties which are subleased and leased out to a single Sub-lessee. Since the REIT's Core Properties consist of properties in the real estate leasehold in the type of hotel, therefore, the REIT's core revenue is derived from the fixed rental and variable rental fees pursuant to the calculation method specified in the sublease agreement paid by the single Sub-lessee. As a result, the

REIT's revenue is under certain risks associated with investments in the real estate investment leasehold in the type of hotel in the single Sub-lessee. At any time, the worse financial condition of the Sub-lessee could cause its delayed payment or defaults of rental payment until it fails to pay the debts and/or the REIT may not receive the variable rental fees as projected. Furthermore, the Sub-lessee may not renew the sublease agreement, or may renew it on less favorable terms, any of which could have a material adverse effect on the REIT's financial condition, operating performance, and ability to make distribution payments.

However, based on the past operations after investing in the Core Properties, the amount of profits before deduction of borrowing interests, corporate income taxes, and depreciation have been sufficient for paying the annual fixed rental fees to the REIT. Notwithstanding, it is possible for the REIT to receive the fixed rental fees as specified in the Lease and Sublease Agreements on a normal basis provided that the Sub-lessee is able to pursue its normal operations without economic fluctuation or increasing competition including the necessity to close the Grande Centre Point Hotel Terminal 21 Project for property renovation that may affect the normal operations; and the Sub-lessee does not have an intention to default on the fixed and/or variable rental fees (if any).

In order to comply with the conditions on determination of the rental fees of real estate investment trusts pursuant to the Notification of the Capital Market Supervisory Board No. TorJor. 49/2555 Re: Issuance and Offer for Sale regarding Units of Real Estate Investment Trust, the REIT has sought approval from the unitholders' meeting for the amendment to the Sublease Agreement of Immovable Properties of Grande Centre Point Hotel Terminal 21 Project, between the Sub-lessee (L&H Hotel Management Co., Ltd.) and the Sub-lessor (SCB Asset Management Co., Ltd. as Trustee of the REIT), regarding the calculation method of the fixed rental. The resolution to amend such agreement has been obtained on 24 April 2017. As a consequence, the fixed rental of the immovable properties to be paid by the Sub-lessee to the REIT will be raised higher when the operating results of the Project result in variable rental exceeding 50% of the averaged fixed rental. Once the fixed rental is increased, it shall remain unchanged until the next round of Sublease Agreement renewal although the operating results of the Project may decline during the period. Such increase of fixed rental may affect the decision making for agreement renewal of the Sub-lessee upon expiration of the Sublease Agreement since it implies a higher rental cost for the Sub-lessee. In this regard, the provisions of the Sublease Agreement which were amended according to the resolution of the Unitholders' Meeting are also applied to the sublease of the Grande Centre Point Hotel Ratchadamri Project.

3) *Risk may occur as a result of renovation of immovable properties by the REIT.*

Each immovable property of the REIT needs the regular repairs and renovations for the nice and modern look in order to satisfy and attract the customers to use the services consistently. Normally, the annual renovations or maintenance take the slight effect to the operating performance except in cases of a major renovation to modify both external and internal image of such immovable properties, or a significant change of operating systems, e.g. electricity system, tap water system, elevator, etc., which shall be carried out when the Sub-lessee and/or the Hotel Manager and the REIT consider it is appropriate and acceptable. Basically, the renovation of the immovable properties shall be limited in any specific areas to be improved whereas the operations in other areas shall continue. Nevertheless, in cases of major repairs or renovations whilst the services are regularly provided, but the customers

may face any inconvenience and make complaints, or the economic unworthiness occurs to provide the services at such time, the Sub-lessee or the Hotel Manager may consider to temporarily stop the services during such major renovation. This may cause a material impact to the Sub-lessee's revenue during the renovation, which consequently affects the variable rental to be earned by the REIT.

4) *The REIT may in the future experience inadequate reserves for major refurbishment or renovation of the Core Properties.*

Currently the Grande Centre Point Hotel Terminal 21 Project, the Grande Centre Point Hotel Ratchadamri Project and the Grande Centre Point Hotel Sukhumvit 55 Project have been in operations for the period.

The REIT Manager plans to periodically collect reserve funds for refurbishment and renovation as well as image improvement of both projects. However, the reserve funds for refurbishment, renovation and image improvement to retain the competitiveness may be inadequate in the future.

Upon occurrence of the aforesaid circumstances, the operations, financial status, operating results, and the ability to pay distribution to the Unitholders of the REIT may be adversely affected and the REIT may consider seeking some appropriate financing sources for its property refurbishment or image improvement in order to reduce the impact of such undesirable circumstances on the Unitholders.

5) *Risks that may occur as a result of loan by the REIT.*

Since the REIT procures loans to secure its financing sources for investment in the Core Properties, certain risks may occur due to economic fluctuation and interest rate volatility, which could adversely affect the REIT's operating results, resulting in insufficient liquidity of the REIT for repaying interest and principal, and impair the REIT's ability to make distribution payments to the Unitholders.

In addition, in the case of refinancing, the REIT may run the risk of inability to enter into a new loan agreement with as favorable terms as the existing loan agreement, or in the cases of taking out an additional loan, there may be certain conditions that constrains the REIT's operations.

Taking into account the aforementioned risks, the REIT Manager shall have in place the measures to regularly monitor the REIT's operating results and other external risk factors, including interest rate movement. In addition, the REIT Manager may utilizes financial tools to leverage such risks such as interest rate swap transaction services and reactive actions with debtors, i.e. loan repayment extensions and relief of certain conditions constraining the management of the REIT, etc., whereby the REIT's management shall be in compliance with the relevant laws under the best interest of the Unitholders.

6) *The changes in the taxation policy applicable to investment in the Units of the REIT.*

Unitholders may bear a higher tax rate due to the investment in or purchase or sale of the Units or in the case of distribution payments or returns to non-Thai investors, a different withholding tax regime may be applied as a result of a change of applicable taxation or other relevant laws and regulations.

7) *The REIT must rely on third parties for certain services.*

Certain services for the Core Properties, such as water supply, electricity, liquefied petroleum gas, and rubbish disposal service, may be provided by third party service providers. Thus, the REIT Manager cannot assure that such third parties or other parties contracted by such third parties will be able to fulfill their obligations completely under the relevant contracts of service despite the provisions set forth therein in cases of the parties' breach of the contract, or the occurrence of any event grounding the termination or breach of the contract may permit the REIT to terminate such contracts and be entitled to damages. According to the parties' breach of the contract, any interruption in such services for the Core Properties may disrupt business operations and have a material adverse effect on the REIT's business, financial condition, operating results, and business opportunities of the REIT.

8) *There may be a risk in relation to the hotel business license*

In case that the Sub-lessee fails to acquire the hotel business license or the hotel business license of the Sub-lessee is revoked or not renewed, the Sub-lessee shall not be able to continue its hotel operations, which may be deemed a ground causing the Sub-lessee to be unable to comply with the provisions and duties under the Sublease Agreement.

Moreover, in case that the Sub-lessee is unable to comply with the material provisions and duties under the Sublease Agreement which shall be deemed a ground for contract termination under such Sublease Agreement, the REIT retains the right to terminate the Sublease Agreement and to claim for damages due to the Sub-lessee's violation of the Agreement. If the REIT fails to obtain a new party for the sublease and management of the Core Properties within the reasonable period; or the REIT fails to reach an agreement with a new party in respect of the terms and conditions specified in the new agreement which shall benefit the REIT, the REIT's revenue streams may be decelerated, interrupted or decreased significantly. This may adversely affect the operating results and the ability to make distribution payments of the REIT.

9) *The REIT will not be a direct party to the land lease agreement for the Grande Centre Point Hotel Terminal 21 Project.*

The Grande Centre Point Hotel Terminal 21 Project is constructed on land leased under the land lease agreement made between L&H Property Company Limited (the "**Lessor**") and the landlord. Under the Trust Deed, the REIT shall invest in the leasehold right in the hotel building of the Grande Centre Point Hotel Terminal 21 Project; whereby the leasehold right to such land shall not be transferred to the REIT. On that basis, the REIT will not be a direct party in the land lease agreement and has no control over the Lessor's compliance with such agreement, who is a party under such land lease agreement. There can be no assurance, therefore, that the Lessor will not breach the terms and conditions of the land lease agreement which could cause the agreement to be terminated. Although the termination of the land lease agreement would not result in the termination of the lease of the Grande Centre Point Hotel Terminal 21 building, it could affect the benefit procurement from the Grande Centre Point Hotel Terminal 21 Project under the immovable property lease agreement between the REIT and the Lessor, and could, therefore, have a material adverse effect on the REIT's financial condition and operating results as well as ability to make distribution payments to the Unitholders.

However, the immovable property lease agreement for the Grande Centre Point Hotel Terminal 21 Project would not be terminated due to the termination of land lease agreement because the termination of the land lease agreement shall make any building and structure on such land be possessed by the landlord while the landlord shall become the building lessee instead. In addition, in the immovable property lease agreement for the Grande Centre Point Hotel Terminal 21 Project between the REIT and the Lessor, the Lessor is obliged not to perform any acts that deprive the REIT's rights, or to perform any acts that affect or shall result in the REIT's inability to use the leased property. The REIT Manager views that this is an effective measure to prevent the Lessor's revocation of the land lease agreement to which the REIT is not a direct party. Please consider more details in the summary of the key provisions of the draft immovable property lease agreement for the Grande Centre Point Hotel Terminal 21 Project in the sections of obligations of the Lessor, causes of termination and consequences to the causes of termination.

10) *Risks that may occur as a result of cancellation of the Agreement to Lease Land, Building, and Constructions of the Grande Centre Point Hotel Ratchadamri Project .*

The Grande Centre Point Hotel Ratchadamri Project was constructed on the land leased under the agreement to construct and to lease land and building ("the Master Lease Agreement") between L&H Property Co., Ltd. and the Bureau of the Royal Household (Office of the Privy Purse), which is the lessor of the land and building. In this regard, under the Sublease Agreement between L&H Property Co., Ltd. and the REIT, the leasehold right of such land and building shall not be transferred to the REIT. Accordingly, the REIT which is just a sub-lessor not a direct counterparty of the Master Lease Agreement is exposed to risk because the Bureau of the Royal Household (Office of the Privy Purse) may cancel the Master Lease Agreement with L&H Property Co., Ltd. if the latter fails to perform in accordance with any term of the agreement, and hence the cancellation of the Sublease Agreement by legal consequence.

However, since the REIT subleases the building of the Grande Centre Point Hotel Ratchadamri Project from L&H Property Co., Ltd. by paying the whole amount of rent on the signing date of the Sublease Agreement, therefore, L&H Property Co., Ltd. shall have sufficient cash flow to pay rent to the Bureau of the Royal Household (Office of the Privy Purse) throughout the leasehold period. Nevertheless, the monthly rent of land and building to be paid by L&H Property Co., Ltd. to the Bureau of the Royal Household (Office of the Privy Purse) is of small value, accounting for approximately 1% of the total income of L&H Property Co., Ltd. in 2016, the risk in this aspect is therefore eliminated.

The REIT Manager has undertaken the actions to prevent breach of the Master Lease Agreement by L&H Property Co., Ltd. as follows:

1. Arrange for L&H Property Co., Ltd. to deposit money at bank in the amount equivalent to the rent for land and building to be paid to the Bureau of the Royal Household (Office of the Privy Purse) in one year. The passbook is kept at the Trustee of the REIT for supervision and control as well as to ensure that L&H Property Co., Ltd. has the ability to pay rent for the leased land and building. In the case that L&H Property Co., Ltd. is in default in the payment of rent to the Bureau of the Royal Household (Office of the Privy Purse), the REIT Manager shall notify

the Trustee to pay the rent to the Bureau of the Royal Household (Office of the Privy Purse) from the bank account of L&H Property Co., Ltd. and shall subsequently notify L&H Property Co., Ltd. to deposit money in such account in order to maintain the account balance at the amount equivalent to the rent for land and building it has to pay to the Bureau of the Royal Household (Office of the Privy Purse) in one year.

2. Supervise the financial status of L&H Property by requiring L&H and Reco Resort Pte Ltd as the shareholder of L&H to provide confirmation to the REIT that throughout the lease period under the Sublease Agreement of Immovable Properties of the REIT, both companies agree to supervise, control and undertake any necessary actions to review the financial status of L&H Property Co., Ltd., and shall control the financial ratios of L&H Property Co., Ltd. within the appropriate level. The details of this matter shall be agreed mutually in writing in order to ensure that L&H Property Co., Ltd. maintains the status of a juristic person not in the state of insolvency and is able to pay rent under the Master Lease Agreement of the Project.

In the case that L&H Property Co., Ltd. is not able to pay the rent under the Master Lease Agreement, directly resulting in the termination of the Master Lease Agreement before 31 May 2038, Land and Houses Public Co., Ltd. and Reco Resorts Pt. Ltd agrees to control, supervise, and pursue any actions to enable L&H Property Co., Ltd. to repay the outstanding rent of the leased properties to the REIT proportionately pursuant to the remaining lease term under the provisions and conditions stipulated in the Sublease Agreement.

11) *The REIT will not be a direct party to the land lease agreement for the Grande Centre Point Hotel Sukhumvit55, Grande Centre Point Pattaya and Grande Centre Point Space Pattaya.*

Grande Center Point Sukhumvit 55, Grande Center Point Space Pattaya, and Grande Center Point Pattaya are located on leased land under a land lease agreement between LHMH as the lessor and the landowner, who is an external party unrelated to the lessor ("Land Lease Agreement"). As the trust has invested in the leasehold rights of the hotel buildings in Grand Center Point Sukhumvit 55 Hotel project, Grand Center Point Space Pattaya Hotel project, and Grand Center Point Pattaya (excluding land), the trust is not a direct party to the land lease agreement and does not have the authority to control compliance with the terms of the lease by the lessor, who is a party to the land lease agreement. Therefore, the trust cannot guarantee that the lessor will not breach the conditions of the land lease agreement, which may lead to the termination of the said land lease agreement. Such termination could potentially impact the trust's ability to derive benefits from the mentioned projects and may have significant negative implications on the financial status and operations of the trust, as well as its ability to provide returns to unit holders. However, Lease Agreement between LHMH and the trust for all three projects ("Sublease Agreement") will not terminate due to the cancellation of the aforementioned land lease agreement. This is because the land lease agreement stipulates that the buildings and other structures on the land immediately become the property of the landowner upon the expiration of the land lease agreement, regardless of the reason for its termination.

Furthermore, the law specifies that the lease Agreement does not terminate due to the transfer of ownership of the leased property, with the transferee assuming both the rights and obligations of the transferor towards the lessee.

Therefore, the sublease Agreement does not terminate because LHMH is required to transfer the ownership of the buildings and structures to the landowner, who will then become the lessor of the buildings and structures to the trust instead of LHMH.

Furthermore, the lease Agreement of the trust has stipulated the lessor's obligation not to engage in any actions that would prejudice the rights of the trust or take any actions that would prevent the trust from benefiting from the leased property. If the lessor is unable to fulfill these conditions, it may constitute a breach of contract on the lessor's part. The trust's management believes that this measure may help prevent the lessor from taking any actions that could lead to the termination of the land lease agreement to which the trust is not a party.

Furthermore, since LHH, the lessee of the properties in which the trust has invested, is a subsidiary of LHMH, the draft of the Lease Agreement between the trust and LHH ("Lease Agreement") includes provisions for terminating the agreement. If the trust is unable to lease properties from LHMH according to the Lease Agreement, it may lead to the termination of the sublease Agreement. In the event that the trust cannot find another party to replace LHH, it may face the risk of not being able to derive benefits from the properties in which the trust has invested. However, the trust still retains the right to claim damages from LHMH if LHMH fails to comply with the land lease agreement. Nonetheless, the trust may still be at risk of not receiving such damages from LHMH due to LHMH's potential financial inability to pay.

12) *The REIT may not be able to use the leased or subleased properties if the Lessor or the Sub-lessor is in breach of the Lease or Sublease Agreement.*

Since the REIT invests in the leasehold right of the Grande Centre Point Hotel Terminal 21 Project and is going to invest in the sub-leasehold right of the Grande Centre Point Hotel Ratchadamri Project; if the Lessor or the Sub-lessor under the Immovable Property Lease or Sublease Agreement and/or the relevant agreements in connection with the REIT's investment and management does not permit or facilitate the REIT to use the leased/subleased properties as agreed in such agreements, though the lease/sublease of the Core Properties has been registered with the relevant land office, this would result in loss of revenue and other damages on the part of the REIT, in which case the REIT Manager cannot assure that the REIT would obtain partial or full compensation for such losses from any legal action related to such breach. As a result, a breach of the provisions set forth in the Immovable Property Lease/Sublease Agreement by the Lessor/Sub-lessor could have a material adverse effect on the REIT's operating results and financial condition.

Nevertheless, to reduce such impact on the REIT, the REIT Manager has agreed with the Lessor/Sub-lessor under the Immovable Property Lease/Sublease Agreement that if the Lessor/Sub-lessor is in breach of agreement, the Lessor/Sub-lessor is obliged to return to the REIT for the remaining amount of the rental fees proportionately pursuant to the remaining lease/sublease term, and to compensate for the loss of earnings due to the REIT's inability to utilize the leased/subleased properties during the period specified in such Immovable Property Lease/Sublease Agreement.

13) *There may be a risk when a new sub-lessee may not be sought in the future.*

In case that the Immovable Property Sublease Agreement for the Grande Centre Point Hotel Terminal 21 Project , Grande Centre Point Hotel Ratchadamri, Grande Center Point Sukhumvit 55, Grande Center Point Space Pattaya, and Grande Center Point Pattaya between the REIT and the Sub-lessee expires or is terminated before the expiration of sublease term set forth therein, the REIT may take time to seek for a new person to replace the existing Sub-lessee to sublease the Core Properties and such new sub-lessee may not hold the same qualification or capability as the existing Sub-lessee, or the REIT may fail to seek for a new sub-lessee who is able to bear the same amount of rental fee like the existing Sub-lessee. This may directly impact the REIT's revenue and its ability to make distribution payments to the Unitholders respectively.

However, under the lease/sublease agreement, the REIT is entitled to demand the lessee/sub-lessee to renew the lease/sublease agreement for another 2 terms, each of which not exceeding 3 years. Besides, in the case where the sublease of immovable properties by the existing Sub-lessee is discontinued, the REIT Manager has in place proper procedures to select a new sub-lessee by taking into account the best benefits of the Unitholders.

14) *The risk from changes in tax policies that may affect the sublessee's ability to pay rent to the lessor.*

As the trust has sought benefits by leasing properties to lessees, currently L&H Hotel Management Limited, to operate hotel businesses, the sublessee are required to pay corporate taxes as per legal requirements for conducting business operations.

However, tax laws are subject to constant updates to adapt to the times, which may result in changes to the lessee's tax burden. Lessees may face increased tax burdens, potentially leading to higher rental costs and impacting the financial stability and ability to pay rent to the trust. Nonetheless, in such cases, the trust will consult and negotiate with sublessee to mitigate any adverse effects on the trust's rental income. If negotiations lead to significant changes in the terms affecting the trust's benefits, the trust management will conduct a thorough analysis, explore operational strategies, and seek independent financial advice to present to the next unit holders' meeting for consideration.

4.2 Risks Relating to the Core Properties

1) *The REIT may encounter risks resulted by economic volatility and local tourism business conditions.*

The Core Properties invested by the REIT contains the risks caused by fluctuations of the economic system and the tourism industry. Global economic regression or disruption or the volatility of currency exchange may affect the income and expenses of target tourists from various countries. Moreover, the deceleration of multinational businesses in Thailand as well as the decline of direct foreign investment, whichever reason may be, along with any epidemics such as SARS, MERS or COVID-19 may restrain the number of business persons who are the hotel customers, and foreign tourists visiting Thailand significantly due to the sluggish economy.

Since most of the customers staying in Hotel project of the Trust are business persons and/or foreign tourists; therefore, the business operations of the Sub-lessee or the Hotel Manager may be affected by the variation of number and types of hotel guests based on changes of tourism season; and by the negative image from any circumstances which deteriorates the attraction of Thailand as a good business location and popular tourist

destination, and at the same time reduces the foreigners' purchasing power, appreciation, and/or confidence in tourism in Thailand. All such factors may have a material adverse effect on the operating results of the REIT.

However, the Sub-lessee and/or the Hotel Manager may mitigate such risks by diversifying its customers. The group of customers should not be limited for only one region or nationality, but various groups of customers may be replaced with each other in each tourism season if there are some problems for the customers in any region.

2) *The Core Properties may encounter some risks from higher competition in the hotel and tourism industry.*

The competition of the hotel and tourism industry, i.e. increasing entrepreneurs in the market, higher supply of accommodation rooms in the same location and/or other tourist attractions, which may be the alternatives replacing the accommodation in the Core Properties directly and indirectly invested by the REIT. This may trigger higher competition in respect to service prices and quality, image and facilities. The purchasing power, average expenses for accommodation, and fluctuation of the number of tourists and target business persons could affect the Sub-lessee's revenue and operating expenses, which materially take effect on the Sub-lessee's ability of rental payments, either fixed rental and/or variable rental fees. In particular, if the competitors decide to improve and renovate their hotels as well as service quality to become superior and attract more hotel guests; this could result in the hotel potential in attracting the guests.

Service apartment may be deemed an indirect competitor of the properties invested by the REIT, which may affect the Sub-lessee's operating income because it offers more reasonable prices and/or appropriate facilities for the guests who want to stay in a long period in cheaper prices.

However, such risks may be mitigated because the Core Properties invested by the REIT is located at the traveling center for foreign guests. It is convenient and surrounded by a variety of shopping malls, office buildings, and good transportation. The innovative design rooms and basic facilities responding to demands of all types of customers are the project advantages when they want to compare the standard service quality and scope of service provided by high-level hotels with service apartments that may be the indirect competitors.

3) *Potential damage or loss if the Core Properties may not be covered by insurance due to the provisions and conditions specified in the land lease agreement for the Grande Centre Point Hotel Terminal 21 Project which could have an adverse effect on the REIT's ability to receive compensation in case of damages to the Grande Centre Point Hotel Terminal 21 Project.*

The land lease agreement stipulates that, during the last three years of the land lease, if the total loss or huge damage to the extent that operations must be discontinued for a period of over six months, the land lease agreement shall be terminated immediately whereas the landlord shall be entitled to receive compensation from the relevant insurance companies pursuant to the provisions in the agreement. To prevent the risk of termination of the land lease agreement in which the Core Properties are located, the REIT has arranged additional leasehold insurance, which nevertheless may not be sufficient to cover such damage or loss.

4) *Possible damage or loss to the Core Properties may arise*

The REIT has arranged for insurance policies to cover damage to the properties and liabilities in connection with Core Properties. The REIT Manager believes that the terms of coverage and the summed insured are in line with the general practice in the real estate industry in Thailand and in accordance with the securities laws. The relevant insurance policies may indicate some conditions beyond the REIT's control that may limit the scope of insurance coverage for the REIT to obtain or for its ability to obtain such coverage at reasonable rates. Any defects in design, construction, or other latent property or equipment defects or deficiencies in the Core Properties that may require additional capital expenditure, special repair or maintenance expenses, or payment for damage or other obligations to the third parties whereas the REIT may not be covered by insurance. In addition, the REIT is exposed to the risks of litigation or claims by shoppers, contractors, or other service receivers from the use of the Core Properties, which may arise by different reasons, e.g. accidents or injuries while staying at the Core Properties, Sub-lessee's inability to use the Core Properties in accordance with the terms of its lease, and the REIT's failure to perform any of its obligations under any lease or construction agreements or any other contracts or agreements entered into with contractors, Sub-lessee, or other third parties. Moreover, certain types of losses or damages like natural disasters, terrorism, outbreak of infectious diseases or any losses as a result thereupon may be uninsurable or the required insurance premiums may be prohibitive or unjustifiable, thereby requiring the REIT to either purchase insurance at an increased cost or decreased coverage level. Additionally, in the event of substantial loss, the insurance coverage that the REIT carries may not be adequate to compensate for the losses claimed or the full market value or replacement cost of its investment or that of its Sub-lessee. Moreover, certain losses may be completely uncovered by insurance. Therefore, the REIT may lose some or all of its investments in the Core Properties as well as its anticipated future revenues from the Core Properties whilst remaining obligated for debts or other financial obligations related to the Core Properties.

Moreover, the insurance policies and terms of coverage will be subject to renewal and renegotiation on a periodic basis in the future. Therefore, the REIT Manager cannot assure that the REIT will, in the future, be protected under commercially reasonable terms. Any significant increase in insurance premium or decrease in coverage could have a material adverse effect on the REIT's operating performance, financial condition and ability in distribution payments to the Unitholders.

5) *The construction of planned transportation infrastructure and renovation projects scheduled to be carried out near the Core Properties may disrupt access to the Core Properties.*

If there are improvements to the basic public infrastructure systems related to transportation near the main property, such as the BTS Skytrain, Asok Station, Ratchadamri Station, Thonglor Station, and the MRT Sukhumvit Station, interchange points, and access roads to and from the main properties, it would enhance accessibility to the main properties. However, the trust manager cannot guarantee that access to the main properties will not be affected by changes, closures, relocations, construction, or upgrades to basic public infrastructure systems, as well as delays or incomplete implementation according to plans, or traffic disruptions in the mentioned areas. These incidents could impact travel access or the ability to upgrade the main properties, negatively affecting customer attraction, the property's selling points, or leasehold rights. This could further negatively impact the trust's financial status and operations, reducing its ability to pay returns to unit holders.

Furthermore, the trust manager cannot guarantee that buildings located in the vicinity of the main property will not be demolished, redeveloped, or renovated for other purposes. Additionally, there is no guarantee that there will be no new construction or land development in areas near the main property, which could potentially impact the main property adversely. Any development, redevelopment, or land development activities may reduce the number of occupants, in the main property and consequently decrease rental income from the main property. Therefore, such new developments, construction upgrades, or land developments may significantly impact the financial status and operations of the trust.

6) *The use of the area connecting some parts of the Core Properties to the BTS Asoke Station is subject to expiration.*

The owner of the Core Properties has entered into an area connection agreement with the Bangkok Mass Transit System Public Company Limited (the “**BTS System**”) for the BTS Asoke Station under which the owner of the Core Properties is entitled to use the area connected with the station for a span of time equivalent to that of the concession granted to the BTS by the Bangkok Metropolitan Administration (The Concession Agreement shall expire on 4 December 2029.). The BTS System has its route over the Sukhumvit Road at the front of the Core Properties which is at the BTS Asoke Station area. Expiry of such an agreement prior to that of the lease agreement to the Core Properties may result in the REIT’s inability to use the connecting area; as a result, the accessibility to the Core Properties by tenants and service receivers in the Core Properties will be reduced. This may adversely affect the REIT’s operating results and distribution payments to the Unitholders.

7) *Natural disasters and other force majeure, terrorism, epidemic and war may have negative impact on the REIT’s revenue.*

Various risks such as natural disaster or other force majeure in the area in which the Core Properties are located as well as the area from which the Core Properties draw a large number of customers, such as flooding in Thailand in 2011, may cause a decline in the level of consumption and leisure travel. In addition, any actual or threatened war, terrorism, political unrest, civil strike, and other geopolitical uncertainty could also have similar effects. Any one or more of these incidents may reduce the overall demand for occupancy and relevant services in the Core Properties, which may affect the revenues of the Sub-lessees and significantly reduce their ability to pay the fixed and/or variable rental fee, which may have a significant adverse effect on the operating results, financial status, the ability to make distribution payments, and return on investment of the REIT. Besides, such incidences may cause damage to the Core Properties which are not covered by the insurance policies.

8) *Value of the Core Properties, as appraised by the Appraisal Firms, does not always indicate the intrinsic value of the Core Properties, or it could not guarantee that the selling price of such Core Properties shall be in line with the appraised value, either presently or in the future.*

Generally, property valuation involves consideration of various factors including those related to the Core Properties such as market position, financial strength, competitiveness, and physical conditions that are subject to future changes due to the non- occurrence of some or all events stated as assumptions or the occurrence of unexpected events or circumstances. These assumptions are based on information provided by, or on behalf of,

the REIT Manager and the owner of the Core Properties, including discussions made with such persons. Since these assumptions reflect expectations and views regarding future events, thereby involving risks and uncertainties known or unknown by the investors. Additionally, the information pertaining to property valuation and the information of the valuation reports contained herein may be partly based on and include the information that are forecasts, projections, and other forward-looking statements which are subject to risks and uncertainties. As such, the future events may involve risks, uncertainties, and other factors that may cause the actual results or performance to be significantly different from the future results or performance stated in the appraisal reports

The REIT Manager cannot assure that the property valuations prepared by the Appraisal Firms shall always reflect the intrinsic value of the Core Properties, or that other independent appraisers would present the same valuations. Accordingly, the REIT Manager cannot guarantee that the assumptions relied on will turn out to be accurate. The selling price of any properties to be sold by the REIT in the future may be lower than the value determined by the Appraisal Firms as of the day on which the REIT invested in such Core Properties; or may be lower than the purchase price of the properties acquired by the REIT. Moreover, the net asset value derived from the initial property valuation by the Appraisal Firms may not always reflect the intrinsic value of the Core Properties at the time of disposal of properties by the REIT or upon liquidation of the REIT.

As the property valuation reports prepared by respective Appraisal Firms have not been updated since the date of issuance, therefore, they should not be considered by investors as advice to take any action based on the property valuation disclosed herein. In making the decision to purchase the REIT units, investors should not rely solely on the property valuation and the information contained in the valuation reports of the Appraisal Firms included in this Report.

- 9) ***A reduction of the fair value of Core Properties and an investment in the leasehold right to the Core Properties would have an adverse impact on the REIT's profit and loss statements, net asset value, and ability to make distribution payments.***

The decline of the fair value of the Core Properties and the investment in the leasehold right to the Core Properties resulted by the loss from the valuation of the fair value to the properties and investment in a particular year may cause the reduction of the net asset value. Additionally, the REIT may encounter excess liquidity caused by the loss of the valuation of such fair value. This could adversely affect the REIT's ability to make distribution payments to the Unitholders. However, the REIT may carry out the reduction of its registered capital, and return such excess liquidity to the Unitholders in order to recover its ability to make distribution payments.

- 10) ***The REIT may not be able to use the gateway of the Grande Centre Point Hotel Ratchadamri Project as the newly invested properties are located at Soi Mahadlekluang 1.***

The Grande Centre Point Ratchadamri Project is located on the land at Soi Mahadlekluang 1 which is owned by the Bureau of the Royal Household (Office of the Privy Purse). The land has been used as the gateway for the Grande Centre Point Hotel Ratchadamri Project without registering the servitude right for the Lessee of the land. Accordingly, the REIT may not be able to use the land at Soi Mahadlekluang 1 as the gateway of the Grande

Centre Point Hotel Ratchadamri Project, resulting in less convenience of the residences and customers of the Project and the benefits of the REIT to which the Unitholders are entitled. However, the Bureau of the Royal Household (Office of the Privy Purse) has issued a letter of consent to L&H Property Co., Ltd. empowering the building of the Grande Centre Point Hotel Ratchadamri Project to use the land at Soi Mahadlekluang 1 as the gateway. Consequently, as the REIT makes additional investment in the properties, it is also authorized to use the gateway via Soi Mahadlekluang 1 according to the letter of consent without having to register the servitude right.

11) *The value of investment in the leasehold right of immovable properties will decrease in accordance with the remaining lease term.*

The REIT has invested in the leasehold right in Grande Centre Point Terminal 21 Project, Grande Centre Point Hotel Ratchadamri, Grande Centre Point Pattaya and Grande Centre Point Pattaya, which are regarded as the Core Properties of the REIT. The value of the leasehold right of the immovable properties of the REIT has decreased gradually according to the remaining lease term as well as due to other factors beyond the REIT's control. As a matter of fact, upon termination of the term of the leasehold right invested by the REIT, the value of the REIT units may decline to zero. Therefore, any change of the value of such leasehold right may have a significant adverse impact on the asset value and the NAV of the REIT.

4.3 Risks relating to Investment in immovable property

1) *General risks associated with investment in real estate property.*

Immovable property investment contains various risks, including (1) adverse changes in political or economic conditions such as domestic or international recessions and overall declines in consumer demand; (2) adverse local real estate market conditions; (3) changes of interest, inflation, and foreign exchange rates, (4) changes of local or international monetary policies or other economic policies; (5) unexpected additional real estate operating expenses; (6) changes of environmental laws and regulations, zoning laws, and other governmental rules and fiscal policies; (7) environmental claims arising with respect of immovable property; (8) changes of fixed and variable rental rates from immovable properties invested; (9) changes of the price of petrol and other types of fuel; (10) changes of the relative popularity of certain property types and locations leading to an oversupply of space or a reduction in tenant demand for a particular type of accommodation room or property invested in a given market; (11) ability of the Hotel Manager or the Sub-lessee giving impact to the hotel business and reputation; (12) inability to renew the sublease agreement; (13) inability to collect rents from the Sub-lessee within the determined period or inability to collect rents due to the Sub-lessee's bankruptcy or insolvency or otherwise; (14) insufficiency of insurance coverage or higher insurance premiums; (15) inability of the Sub-lessee to provide or procure the provision of adequate maintenance and other services; (16) defects of immovable property requiring remedies or repairs as well as maintenance leading to unforeseen capital expenditure; (17) lack of relative illiquidity associated with investment in immovable property; (18) over reliance on cash flow for the maintenance and improvement of any portfolio property; (19) increases of operating costs, including relevant taxes; (20) any interests or

encumbrances that cannot be observed or has not been revealed by a land inspection conducted at any relevant public registry at the time of the inspection; (21) force majeure, uninsurable losses, and other factors; and (22) changes of laws and regulations pertaining to taxation and other aspects.

The foregoing factors may cause fluctuations in occupancy rates, rental rates, or operating cost of the immovable property, which cause a negative effect on the value of real estate property and income earned from fixed rental and/or variable rental obtained from the immovable property.

The annual valuation of the Core Properties shall reflect such factors, and the value of the Core Properties may therefore become higher or lower. The investment value of the Core Properties may significantly depreciate in the case of sudden downturns in real estate market prices or economic conditions in Bangkok and other cities in Thailand where the Core Properties and any other related properties are or may, in the future, be located.

2) *The REIT may be adversely affected by the illiquidity associated with real estate investment and the lack of alternative uses for its Core Properties.*

The REIT will mainly invest in immovable property and assets related to immovable property, particularly investment in high-value property, such as that in which the REIT intends to invest, is relatively illiquid. Such illiquidity may affect the REIT's ability to vary its investment portfolio or liquidate a portion of its assets in response to changes in the economy, real estate market, or other conditions. For instance, the REIT may be unable to sell its Core Properties in a short period or it may be compelled to give a substantial reduction in the price in order to ensure a timely sale. Moreover, the REIT may face difficulty in securing timely and commercially favorable financing in asset-based lending transactions secured by the Core Properties due to the illiquid nature of real estate assets. In addition, the Core Properties might not be readily converted to alternative uses if it becomes unprofitable due to competition, property life, decreased demand, or other factors. Finally, the conversion of a property to alternative uses will generally require additional capital expenditure. Such factors could adversely affect the REIT's financial condition and operating results, thereby affecting its ability to make distribution payments to the Unitholders.

3) *The REIT's strategy of investment in properties used for the operation of hotel business may entail a higher level of risk as compared to other investment trusts having a more diverse range of investments.*

The REIT's principal strategy of investment in properties used for the operation of hotel business may cause the REIT to have risks from focusing on investment in real estate. The level of risks may be higher compared to other types of investment trusts offering a more diverse range of investments in other business sectors.

The REIT's focus on investment in the leasehold rights to properties connected to the operation of hotel business entails the REIT the risks in cases of crisis or negative incidents in the tourism hotel business in Thailand, which may lead to a decline in occupancy rates or rental rates of the Core Properties or any other properties related to the Core Properties. This would consequently affect the REIT's income earned from the Core Properties and/or result in a decline in the REIT's net asset value, potentially having an adverse impact on the distributions or returns to be paid to the Unitholders and/or on the operating results and financial condition of the REIT.

4) *The Core Properties may be expropriated.*

The Core Properties may be exposed to expropriation under the governmental policy, in which case all amount of compensation for damages of such expropriation will belong to the landlord, which could lessen the estimated returns to be obtained by the Unitholders, either distribution or return of capital. The REIT may be entitled to receive only the remaining rental based on the remaining term of lease to be returned to the landlord. The amount of compensation, if any, to which the REIT is entitled depends on the terms and conditions specified in the relevant agreements, including the remaining period in using the Core Properties after the expropriation.

According to the REIT Manager's review of the Thai royal decrees designating areas subject to expropriation, the area in which the Core Properties is located is not specifically subject to such expropriation at present. However, The REIT Manager cannot predict the probability of expropriation because land expropriation depends on the governmental policy and the need for particular land areas at a certain time. Any such expropriation could adversely affect the REIT's financial condition and operating results, thereby affecting its ability to make distribution payments to the Unitholders. Please consider more details in the summary of the key provisions of the draft immovable property lease agreement of the Grande Centre Point Hotel Terminal 21 Project in the sections of consequences to causes of termination.

5) *Political risks*

The REIT's performance, financial condition, operating results, and business prospects may be partially influenced by the political situation in Thailand, which has been unstable from time to time, affecting the socioeconomic condition of the country.

The REIT Manager cannot assure that no incidents will arise leading again to political instability, which can have a material adverse effect on the REIT's performance, financial condition, operating results, and business prospects.

6) *The accounting standards and related laws and regulations in Thailand are subject to change.*

The REIT could be affected by the enforcement of new accounting standards or revised legislation, regulations, or accounting standards. The Thai Financial Reporting Standards (TFRS) is also subject to change as accounting standards that are further aligned with those specified by the International Financial Reporting Standards (IFRS). As a result, the REIT's financial statements may be affected by the introduction of such revised accounting standards, the extent and timing of which are unknown and depend on the relevant authorities. The REIT Manager cannot assure, therefore, that such changes will not have a significant impact on the REIT's presentation of financial statements, or operating results, and financial condition, which may adversely affect its ability to make distributions payment to the Unitholders. In addition, The REIT Manager cannot assure that such changes will not have an impact on the strategic operations of the REIT, nor the REIT's operations or financial condition.

7) *Conflicts of interest between the REIT Manager and the Sub-lessee operating the hotel business, and the Hotel Manager may arise.*

Though the REIT Manager procures benefits carefully from the sublease and lease of the Core Properties to the hotel business operator; namely, L&H Hotel Management Company Limited who defines the roles and scope of duties to be performed by Pacific Real Estate Company Limited who is the Hotel Manager, the conflict of interest between the REIT and the aforesaid persons may arise because L&H Hotel Management Company Limited is also the hotel manager of Grande Centre Point Ploenchit and Grande Centre Point Sukhumvit 55.

However, management of each hotel by L&H Hotel Management Company Limited is based on a separate management team, comprising the executive team and project sales team. The separate management team leads to the fair distribution of customers between each hotel, and prevents any potential conflicts of interest between the REIT and the Hotel Manager.

Additionally, each customer definitely has different demand for accommodation such as project location, project facilities, accommodation budget, convenience of transportation, project environment, and favor of decoration style, etc. Therefore, such different demands are the primary key factor for each customer's decision-making.

Since the customers usually determine and decide to stay in the project most relevant to their demand; the potential conflicts of interest in the management and sale of each project could be reduced.

4.4 Risks related to Investment in the Units of the REIT

1) *The prices of the REIT units traded in the secondary market may be lower than the purchase price.*

The prices of the REIT units traded in the secondary market may fluctuate due to various factors, including but not limited to, the following factors:

- Viewpoint towards the REIT's potential regarding operations and investment including the outlook for domestic real estate market.
- Differences between the actual financial status and operating results and the projections made by investors and analysts.
- Changes in investment recommendations and projections of the analysts.
- Changes in general economic and market situations as well as changes in consumption demand, interest rates, foreign exchange rates, and the government policy regarding imports and exports.
- Number of inbound tourists.
- Market value of the Core Properties
- Attractiveness of the REIT units in comparison to other types of securities including the trust units in sectors than real estate.
- Equilibrium between demand and supply of the REIT units.
- Sale of the REIT Units or intention to sell the REIT units in big lots.

- Size and liquidity of domestic REIT market in the future
- Future changes in the structure, regulations, and tax burdens related to investment in general and/or specifically related to the real estate investment trusts as well as local and foreign investment.
- The situation that the REIT is not able to perform in accordance with the investment and growth strategies.
- Market volatility including the fragile capital market and the rising interest rates.

The aforementioned factors may lead to higher or lower prices of the REIT units traded in the secondary market compared to the NAV per unit. In addition, in the case that the REIT sets aside a portion of the profits for use as capital for additional investment, for use as working capital, or for any other purposes; although this will result in higher NAV of the REIT than the case that the reserves are not set aside, the market prices of the REIT units increase accordingly. The inability of the REIT to meet market expectations regarding profits and investment returns may impact the market prices of the REIT units adversely.

The REIT units are not principal-protected financial products. The REIT Manager cannot guarantee that unitholders of the REIT will receive the full principal amount upon termination or liquidation of the REIT. Investors may lose their investment in the REIT units partially or totally of investment. Besides, the REIT is currently not subject to corporate income tax. However, if the laws and regulations related to taxation and other relevant issues change in the future, the REIT and/or the unitholders of the REIT may face tax burden which is likely to significantly impact process of the REIT units. Therefore, the REIT Manager shall not guarantee that the REIT can pay distribution or returns on investment in the REIT units or maintain the distribution payment at a constant rate.

Income derived from investment in immovable properties depends on a number of factors including rent revenue, operating expenses, and other expenses; all of which may be affected by various factors such as domestic and global economic situations, potential of the Sub-lessees and the Property Manager in maintaining their operating, control of operating expenses, competition, occupancy rate, changes in rules and regulations related to business operations, crisis management upon occurrence of natural disasters and political unrests. In case that the REIT cannot procure sufficient income of the Core Properties as well as other properties and cannot secure financing at appropriate cost or under favorable conditions in a timely manner; the income structure, cash flow and ability to pay distribution of the REIT may be adversely affected.

Therefore, the REIT Manager shall not guarantee that the REIT is able to pay distribution or maintain the distribution payment according to the specified distribution policy. Also, it shall not guarantee that the future rates of distribution payment and investment return will increase or remain constant; or the rent received from subleasing and/or leasing of the Core Properties to the Sub-lessees will increase; or the rent revenue generated from fixed and variable rent of the additional Core Properties to be invested by the REIT in the future will contribute to the increase of the REIT's income which may be used for paying distribution or investment returns to the Unitholders.

2) *The Unitholders of the REIT are not able to redeem the REIT units.*

Since the REIT is a closed-end investment trust, the Unitholders are not able to redeem their REIT units. Therefore, there is no guarantee that the Unitholders can sell their REIT units at the same price as their purchase price or sell the REIT units at any prices. Moreover, there is no guarantee that they can sell the REIT units.

Notwithstanding, the REIT units have been registered as listed securities on the Stock Exchange of Thailand and have the trading liquidity according to current market conditions.

- 3) *The value of the REIT units may fall if the offer price of the newly issued REIT units is lower than the unit value before offering the new units.***

In the future, the REIT may issue new units to mobilize more capital. The offer price of the new REIT units may be lower than the current market price which will consequently lower the value of the REIT units.

- 4) *Selling of the REIT units by the shareholders, and/or affiliated companies of the shareholders, of the company selling properties to the REIT in significant amount may adversely impact the market price of the REIT units.***

The market price of the REIT units may be impacted by the selling of REIT units in the future by the shareholders, and/or the affiliated companies of the shareholders, of the property owner; and/or the shareholders of the Sub-lessor of the Core Properties of the REIT. Investors should take such factor into consideration as the circumstance may have adverse impact on the market price of the REIT units significantly.

- 5) *Return of capital paid to Unitholders following termination of the REIT may be lower than the investment amount during the offering of REIT units in the primary market.***

In the case where the REIT is terminated, the REIT Manager cannot guarantee that the Unitholders will receive back their capital in full or partial amount. The return of capital depends on the causes and method of termination, criteria for asset disposal, and the remaining term of the leasehold right.

- 6) *The net asset value of the REIT may not be the same as the current market price quoted on the Stock Exchange of Thailand.***

The NAV of the REIT publicized by the REIT Manager is calculated based on the property value revealed in the property valuation report or the report on the latest review of property valuation. Since the REIT invests in the leasehold/sub-leasehold right of immovable properties, the value of such leasehold/sub-leasehold right will decrease according to the remaining lease/sublease term which is in line with the property valuation report or the report on the latest review of property valuation. Therefore, changes in the value of the leasehold/sub-leasehold right of such immovable properties may have significant impact on the NAV of the REIT. Besides such NAV may not be the actual price currently traded on the Stock Exchange of Thailand because the current market price is also subject to other factors such as demand and supply of the securities, inflows of foreign capital, etc.

- 7) ***The net asset value of the REIT is not the intrinsic value of the properties that the REIT will receive upon disposition of all such properties or upon termination of the REIT.***

The net asset value of the REIT mentioned herein is calculated based on the information obtained from the Valuation Report of the invested properties. Such value may not reflect the actual value of properties to be received by the REIT upon disposition of all such properties or upon termination of the REIT.

5. Disputes or Restrictions on Provision for Benefits from Immovable Properties

— None —

6. Other Material Information

— None —

Part 3

Management and Good Corporate Governance

7. Units, Securities and Instruments Issued by the REIT

7.1 Information of Units and Prices of Securities

Investment capital (Baht)	10,489,199,000.00
Par value of the unit (Baht)	10.00
Number of units	1,048,919,900
IPO Price of unit (Baht)	10.00
NAV per unit as of 31 December 2024 (Baht)	12.9165
Closing Price 30 December 2024 (Baht)	13.50
Market value at the end of year (30 December 2024)	14,160.42 MB
Trading Volume per year ¹	2,275.54 MB

Remark: ¹Trading Volume (AOM) reference from setsmart

7.2 Bonds issued by the REIT

-None-

7.3 Information of Unitholders

7.3.1 Top 10 Major Unitholders on the book closing date of 30 December 2024

No	Major Unitholders	Unit	Portion
1.	LH Mall & Hotel Co., Ltd.	273,130,006	26.0%
2.	LHFG Group¹	91,059,286	8.7%
	LH Financial Group Public Company Limited	48,099,226	4.6%
	Land and Houses Bank Public Company Limited	26,970,060	2.6%
	Land and Houses Securities Public Company Limited	16,000,000	1.5%
3.	Muang Thai Life Assurance Public Company Limited	47,860,122.00	4.6%
4.	SCB Property and Infrastructure Flexible Fund	23,863,642.00	2.3%
5.	Mr.Pira Patamavorakulchai	21,007,350.00	2.0%
6.	Kasikorn Public Company Limited	17,431,700.00	1.7%
7.	Principal Property Income Fund	17,404,871.00	1.7%
8.	MFC Property Dividend Fund	17,171,140.00	1.6%
9.	Krung Thai-AXA Life Insurance PCL.	12,721,200.00	1.2%
10.	Krung Thai Property and Infrastructure Flexible Fund	10,681,700.00	1.0%

7.3.2 Major Unitholders (held more than 10% and being related party)

No.	Major Unitholder	No. of Units (units)	%
1.	LH Mall & Hotel Co., Ltd.	273,130,006	26.0%

7.3.3 Group of Major Unitholders with Behavior Significantly Influencing the Management Policy, Management Style, and Business Conduct of the Fund Management Company

- None –

7.3.4 Juristic Persons having the Same Major Shareholder as the REIT Manager

1. Land and Houses Bank Public Company Limited
2. Land and Houses Securities Public Company Limited
3. Land and Houses Fund Management Company Limited

7.4 Distribution of the REIT

7.4.1 Provisions on Distribution Policy and Methods of Distribution Payment

- (1) The REIT Manager shall distribute at least 90 percent of its adjusted net profit for each fiscal year to the Unitholders and at least twice a year. The REIT Manager shall make distribution to the Unitholders within 90 days from the last date of the fiscal year or the end of the accounting period in which there is a distribution, as the case may be.

Adjusted net profit under clause 1 means net profit adjusted with the following:

- a) Reserve for repair and maintenance or renovation of the REIT's properties according to plans clearly specified in prospectus, 56-REIT, annual report or that the REIT manager has notified the unitholders in advance.
- (b) Reserve for loan repayment as obligations of the Trust in accordance with the amount specified in prospectus, 56-REIT and prospectus or that the REIT manager has notified the unitholders in advance.
- (c) Reserve for distribution payment to unitholders that entitle them to receive benefits or capital reduction (if any) In the case that the REIT has an accumulated profit in any accounting period, the REIT Manager may make distribution to the Unitholders from such accumulated profit.

In the case where the REIT Manager is unable to make distribution to Unitholders in such period, it shall notify the Unitholders through the information system of the SET.

- (2) For consideration of distribution to trust unitholder, REIT Manager has to consider the necessity of capital adequacy reserve as guideline by SEC.
- (3) The REIT Manager must not borrow for distribution payment.
- (4) If the REIT has a cumulative loss, the REIT Manager shall not make distribution to the Unitholders.

In the case where the REIT Manager is unable to make distribution to Unitholders in such period under clause above. The REIT Manager and Trustee shall clarify reasons and necessities to the SEC Office in accordance with the guidelines specified by the SEC Office and notify the unitholders.

Additional Conditions:

- (1) In considering making distribution, if the distribution per unit to be declared during the fiscal year is lower than or equal to Baht 0.10 (zero point one zero) per unit, the REIT Manager reserves the right not to make those distribution and carry forward those distribution to be paid together with the distribution as of the end of the fiscal year in accordance with the prescribed distribution method.

With respect to the rules for making distribution, the REIT Manager shall comply with those stipulated herewith, unless otherwise amended, added, announced, stipulated, instructed, approved, and/or relieved by the SEC, the Office of the SEC and/or any other competent authority under the laws, which the REIT Manager shall comply accordingly.

- (2) The REIT Manager shall declare distribution, register book closing date, and the rate of distribution by sending a written notice to the Unitholders whose names appear in the Unitholders' register book as of the register book closing date through the information system of the SET, and to the Trustee.

7.4.2 Conditions and Method of Distribution Payment

The REIT Manager shall make distribution to each Unitholder according to the proportionate ratio of its holding. In this regard, the REIT Manager reserves the right not to make distribution to the Unitholder whose holding exceeding a proportion or being not in accordance with is the rules specified in the Notification No. TorJor. 49/2555. Such distribution which cannot be distributed to the Unitholders as mentioned, the REIT Manager shall be distributed to other Unitholders in proportion to their holding.

7.4.3 History of Distribution Payment

During the operating period between 11 December 2015 (the date of establishment of the REIT) until 31 December 2024, The REIT paid distribution of 7.446 baht detail of distribution payment as follows:

Operating Period	Distribution Payment (per Unit)	Unit	Distribution Payment Date (Date/Month/Year)
11 Dec 2015 – 31 Dec 2015	0.0530	Baht	27 May 2016
1 Jan 2016 – 31 Mar 2016	0.2000	Baht	27 May 2016
1 Apr 2016 – 30 Jun -2016	0.2650	Baht	31 Aug 2016
1 Jul 2016 – 30 Sep 2016	0.2375	Baht	30 Nov 2016
1 Oct 2016 – 31 Dec 2016	0.2300	Baht	23 Mar 2017
1 Jan 2017 – 31 Mar 2017	0.2300	Baht	28 May 2017
1 Apr 2017 – 30 Jun -2017	0.2000	Baht	30 Aug 2017
1 Jul 2017 – 30 Sep 2017	0.2850	Baht	29 Nov 2017
1 Oct 2017 – 31 Dec 2017	0.2530	Baht	13 Mar 2018
1 Jan 2018 – 31 Mar 2018	0.2400	Baht	14 Jun 2018
1 Apr 2018 – 30 Jun -2018	0.2800	Baht	31 Aug 2018
1 Jul 2018 – 30 Sep 2018	0.3000	Baht	28 Nov 2018
1 Oct 2018 – 31 Dec 2018	0.2800	Baht	14 Mar 2019
1 Jan 2019 – 31 Mar 2019	0.2400	Baht	18 June 2019
1 Apr 2019 – 30 Jun -2019	0.2800	Baht	19 Aug 2019
1 Jul 2019 – 30 Sep 2019	0.3000	Baht	27 Nov 2019
1 Oct 2019 – 31 Dec 2019	0.2900	Baht	12 Mar 2020
1 Jan 2020 – 31 Mar 2020	0.1000	Baht	18 June 2020
1 Apr 2020 – 30 Jun -2020	<p>Abstention of the distribution payment due to the COVID-19 situation which consider from adjusted net profit in accordance with Notification of the Capital Market Supervisory Board No. Tor Nor/Jor. 36/2563 Re: Waiver of REIT proceedings due to situation of pandemic of coronavirus disease 2019 (COVID-19) and Notification of the Securities and Exchange Commission Sor Ror 26/2564 Re: Regulation and Term in Trust Deed that requires REIT Manager to distribute at least 90 percent of its adjusted net profit. However, between 1 Apr 2020 and 30 Jun 2022, REIT exhibits negative net profit, thus distribution is consequently limited.</p>		
1 Jul 2020 – 30 Sep 2020			
1 Oct 2020 – 31 Dec 2020			
1 Jan 2021 – 31 Mar 2021			
1 Apr 2021 – 30 Jun -2021			
1 Jul 2021 – 30 Sep 2021			
1 Oct 2021 – 31 Dec 2021			
1 Jan 2022– 31 Mar 2022			
1 Apr 2022 – 30 Jun -2022			
1 Jul 2022 – 30 Sep 2022	0.2500	Baht	29 Dec 2022
1 Oct 2022 – 31 Dec 2022	0.4500	Baht	23 Mar 2023
1 Jan 2023 – 31 Mar 2023	0.2500	Baht	16 Jun 2023
1 Apr 2023 – 30 Jun -2023	0.3300	Baht	7 Sep 2023
1 Jul 2023 – 30 Sep 2023	0.3000	Baht	18 Oct 2023
1 Oct 2023 – 31 Dec 2023	0.2700	Baht	28 Mar 2024
1 Jan 2024 – 31 Mar 2024	0.3000	Baht	13 Jun 2024
1 Apr 2024 – 30 Jun -2024	0.3100	Baht	12 Sep 2024
1 Jul 2024 – 30 Sep 2024	0.3350	Baht	13 Dec 2024
1 Oct 2024 – 31 Dec 2024	0.3875	Baht	28 Mar 2025

8. Management Structure

8.1 The Management Company

8.1.1 General Information of the Management Company

Name of the Management Company	: Land and Houses Fund Management Company Limited
Location	: 11 Q. House Sathorn Building, 10 th and 14 th Floor, South Sathorn Road, Tung Maha Mek, Sathorn, Bangkok 10120
Company Registration No.	: 0105551006645
Telephone	: 02 286-3484 and 02 679-2155
Facsimile	: 02 286-3585 and 02 679-2150
Website	: http://www.lhfund.co.th

Details of the Management Company

Land and Houses Fund Management Co., Ltd. has registered a change of its name with the Ministry of Commerce since 23 November 2010. Its former name was United Fund Management Co., Ltd. The Company was established as a limited company on 17 January 2008. Presently, the Company has Baht 300 million registered and paid-up capital and has obtained licenses to undertake various types of business as follows:

- Type C Securities Business License (License No. Lor.Kor.-0013-01) from the Ministry of Finance on 21 February 2011.
- Derivatives License: Derivatives Fund Manager (License No. SorDor04-0013-10) from the Securities and Exchange Commission (SEC) on 2 March 2011.
- Derivatives License: Derivatives Advisor (License No. SorDor03-0013-11) from the Securities and Exchange Commission (SEC) on 2 March 2011.

The Company has been authorized by the Office of the SEC to undertake the following businesses:

- Mutual fund and private fund management business on 6 June 2011
- Provident fund management business on 3 May 2012
- Acting as a REIT Manager on 7 May 2014.
- Acting as a trustee of real estate investment trust on 10 November 2016.

Shareholding Structure of the REIT Manager

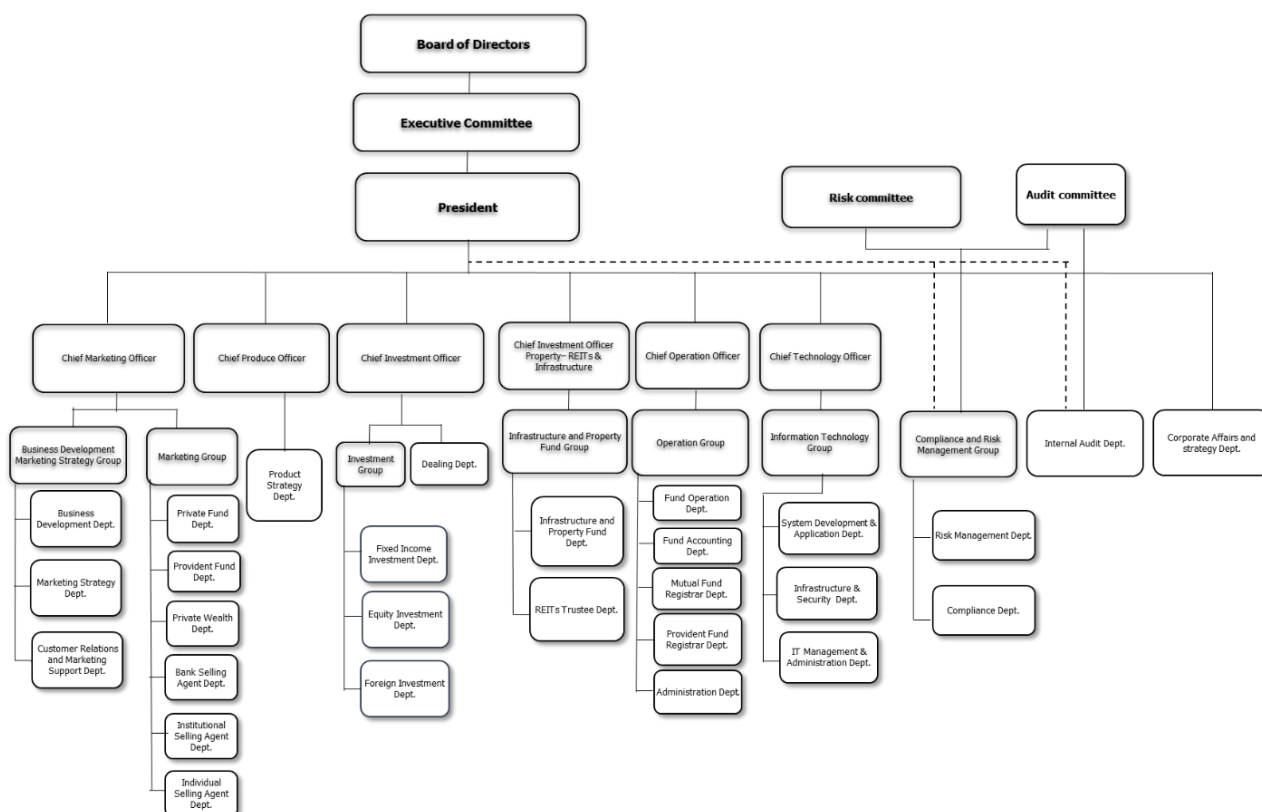
The shareholder of the REIT Manager as of 31 December 2024 was as follows:

Name	No. of Shares	% of Total Shares
LH Financial Group Plc.	2,999,995	99.99

8.1.2 Management Structure and Name List of Shareholders, Board of Directors, and REIT Managers

As of 31 December 2024, the REIT Manager commits to divide the responsibilities of each department clearly. Each department works independently and systematically based on the principles of trust and good corporate governance as well as the consideration of the control of any potential risk arising from corruption, fraudulence and conflicts of interest. Thus, the fund manager can manage the investment with honesty, with priority of customer's benefit before itself as well as to prevent any information leaks or illegal acts as well as the regards of the condition, size and complexity of the Company's business operations.

The organization structure of the FUND Manager is composed of 8 main groups and 2 departments, namely: Business Development and Marketing Strategy Group, Marketing Group, Investment Group, Infrastructure and Property Fund Group, Operation Group, Information technology Group, Compliance and Risk Management Group, Internal Audit department and Corporate Affairs and strategy department.



Structure of the Board of Directors and the Board Committees of the REIT Manager

With recognition of the importance of the duty to protect the interests of the unit holders, who are retail investors, Board of Directors has been appointed. They also established another 5 sub-committees. Then, the REIT Manager has 6 groups of committees as follows:

1. Board of Directors
2. Audit Committee
3. Risk Management Committee
4. Management Committee
5. Investment Committee
6. Property Investment Committee

1. Board of Directors

- The Board of Directors comprises 9 members as follows:

1) Mr. Rutt Phanijphand	Chairman
2) Mr. Adul Vinaiphat	Director
3) Mrs. Sasitorn Phongsathorn	Director
4) Mr. Kasem Akanesuwan	Director
5) Mr. Preecha Poramapojn	Director
6) Mr. Lai, Guang – Hua	Director
7) Mr. Monrat Phadungsit	Director
8) Mr. Tan, Shih - Ping	Director
9) Mr. Chang, Yu – Tse	Director

- **Scope of Authority of the Board of Directors**

1. Perform duties in accordance with law, objectives, regulations of the REIT Manager and related external agencies, including the resolutions of the general meeting of shareholders, with integrity and in the interests of the REIT manager.
2. Establish overall strategic direction and goals of the REIT Manager, review and approve Management's proposed policy and operational direction of the REIT Manager. Monitor the performance of the management to ensure that the approved policies are implemented efficiently and effectively. With regard of the benefits of the company, shareholders, and investors are protected.
3. Approval for investment in the core assets of the trust.

2. Audit Committee

Scope of Authority of the Audit Committee

1. Review and approve the annual audit plan proposed by the Compliance Department and review reports of the internal auditors on a regular basis.
2. Review and approve the appointment, transfer and dismissal Head of the Internal Audit and review the manpower plan of the Internal Audit department to ensure its independence.
3. Annually (At least once a year) review and approve the Internal Audit Charter.
4. Regularly review the company's internal control system and operational procedures to ensure their appropriateness, efficiency and compliance with relevant laws and regulations.

3. Risk Management Committee

Scope of Authority of the Risk Management Committee

1. Moderate and propose governance risk management and management systems to the Board of Directors and Risk Supervision in order to consider business risk management by formulating the policy and procedures for overall risk management. This must cover the various types of risks, i.e., strategy risk, operational risk, and other significant risks to the company and the REIT.
2. Formulate the strategy on the organization structure and resources to be used for the risk management operation, in line with the risk management policy of the REIT Manager. This strategy must enable effective analysis, assessment, evaluation, and monitoring of the risk management system.
3. Monitor the risk evaluation of the REIT Manager at least once a year or upon the occurrence of the event with significant impact on the REIT.

4. Management Committee

Scope of Authority of the Management Committee

1. Manage the overall business operations of the company in accordance with the policies and plans approved by the Board of Directors.
2. Consider and approve the fees and expenses associated with REIT's establishment, along with its management, personal funds, and any other products or services offered by the company, and/or associated expenses.

5. Investment Committee

Scope of Authority of the Investment Committee

1. Set the investment framework or strategy, investment policy and investment plan of the REIT.

2. Determine the approval authority for securities that are in the investment criteria (Securities Universe) or cannot be invested. Also, approve the allocation of investment weight according to the level of investment attractiveness.
3. Supervise and monitor the investment of the REIT to ensure that it is in compliance with the investment framework, policy, ethics and relevant rules and regulations.
4. Consider establishing criteria and/or other regulations related to the investment management of mutual funds, private funds, and others, etc.

6. Property Investment Committee

Scope of Authority of the Property Investment Committee

1. Monitor and evaluate the operational performance of the REIT.
2. Consider and approve the annual budget, asset management plan, business strategy plan, renovation plan, special expense items, or expenditures that are outside the REIT's budget.
3. Consider and approve for the distribution payment, in the form of dividend and/or capital reductions to trust unitholders.
4. Consider and approve strategies for handling significant disputes and complaints concerning the operations of the REIT.
5. Consider and approve actions regarding the contracting party in cases where the party fails to adhere to the contract or relevant law.
6. Consider establishing criteria and/or other regulations pertinent to investment management.
7. Consider and approve actions in cases where REIT management is unclear, which may require consideration of other relevant laws or regulations, to ensure that the REIT management aligns with its objectives.
8. Consider and approve any agenda or matters that require consideration and approval by the trust unit holders' meeting.
9. Consider and approve other matters that need to comply with the law and the trust deed, as well as in accordance with the conditions of those matters as outlined in the operational manual and internal control system.
10. Consider and approve the investment policy of the REIT.
11. Consider approving the selection of property for REIT's investment, its acquisition, and/or the sale or transfer of assets in accordance with the established criteria.
12. Consider and approve asset's disposal of the REIT.

13. Consider and approve the selection, appointment, changes, and/or removal of the property manager/sublessor of the REIT.
14. Consider and approve transactions between the REIT and the REIT manager, or individuals related to the REIT manager, or stakeholders, for related transactions with special conditions or requirements.
15. Consider and approve the selection, appointment, changes, and/or removal of various service providers of the REIT, including auditors, financial advisors, independent financial advisors, and other relevant consultants/experts, such as appraisers, etc."
16. Consider and approve the types and coverage limits of REIT's insurance.
17. Consider and approve the borrowing of the REIT.
18. Consider and approve the appointment of the revenue guarantor of the REIT.
19. Approve any other matters necessary or related to operations beyond those specified in items 1-18.

Outsourcing of Operational Functions

The REIT manager has delegated the outsourcing of various tasks of the company as follows: legal work, company accounting, internal audit, and human resources to LH Financial Group Public Company Limited. Additionally, to ensure management is in line with the policies of the Land and Houses financial group. The REIT manager has assigned legal work and accounting management specific to the company of the trust fund manager to LH Financial Group Public Company Limited to carry out and advise, including human resources tasks.

However, for human resources, the REIT manager will have the responsibility to control/select and make decisions to ensure that the personnel meet the qualifications as currently and/or future defined by SEC's announcement.

8.1.3 Rights, Duties and Responsibilities of the Management Company and the REIT Manager

The primary duties and responsibilities of the REIT Manager are to manage the REIT, invest in the properties of the REIT and supervise the performance. The REIT Manager shall perform its functions under the supervision of the Trustee. The REIT Manager's duties and responsibilities are as follows:

1. Duties to REIT

1.1 The REIT Manager shall conform to the principle of business conduct as follows:

1. Perform its duties as professionals with knowledge, skills, due care, and loyalty. In this regard, the REIT Manager shall respond to the unitholders fairly and for the best benefit for the unitholders. It is also to comply with the Trust establishment agreement, Trust Manager Appointment Agreement, the purpose of establishing Trust, Trust unitholders' resolution and relevant laws.

2. Maintain sufficient capital continuously to operate the business and responsibilities which may occur from the performance of duties as the REIT Manager.
 3. Disclose, give an opinion, or provide important and relevant information which is sufficient for making investment decision by the investors. In this regard, such information shall be clearly communicated, without distortion and misleading.
 4. Do not exploit any information acquired from performing as REIT Manager for its own interest, which may lead to damage or cause the overall benefits of the REIT.
 5. Perform its duties carefully in order to avoid conflicts of interests. If they occur, the REIT Manager shall proceed to ensure that the unitholders' interest will be treated fairly and appropriately.
 6. Comply with the laws and regulations regarding to the operations of the REIT and the code of ethics and standards of professional conduct as defined by the associations related to securities business or by organizations in connection with securities business recognized by the allowance to be granted by the Office of the SEC. In addition, the REIT manager shall not conspire, employ, or collaborate with anyone to break the laws and regulations.
 7. Cooperate with the Trustee or the SEC Office to perform their duties and disclose information which may significantly affect the management of the REIT or other information which should be notified to them.
- 1.2 The REIT Manager must manage to have a quality operating system, including an efficient check and balance system, to entirely support the work under its responsibility. To ensure proper and efficient management of the REIT entrusted by the Trustee, the operating systems shall at least cover the following issues:
- (1) Setting up the management policy of the REIT, the structuring of the investment capital of the REIT, the decision to make investment in immovable properties and the formulation of policy and strategy relating to the investment of benefits from immovable properties in line with the investment policy under the Trust establishment agreement and the securities and other laws related to the operation of the REIT and also to protect the benefit of the REIT and the unitholders generally
 - (2) A managing system of the risks associated with the REIT management in order to prevent and manage the risks efficiently.

- (3) A system to prevent the conflict of interest, especially among the REIT, the REIT Manager and its connected persons, including measures or guidelines for generally keeping the best interests of the REIT or the unitholders, when a conflict of interest is found.
 - (4) Screening of personnel of the REIT Manager and service providers of functions related to the operations of the REIT (if any) to ensure knowledgeable and skilled personnel with appropriate qualifications in accordance with the nature of work assigned to them.
 - (5) Superviseion the performance of the REIT Manager and its staff for work related to the REIT management including staff assigned to work related to the REIT management in order to comply with the securities laws, other related laws and the contract to establish the Trust.
 - (6) Disclosure of complete, accurate, and adequate information of the REIT to be in accordance with the establishment of Trust aagreement and securities law.
 - (7) A back-office system.
 - (8) An internal audit and control system.
 - (9) Communication with investors and handling of investors' complaints.
 - (10) Handling of legal disputes. The REIT Manager may assign other persons to deal with and proceed the issues related to REIT management which must be in accordance with the regulations specified in clause 1.3.
- 1.3 The REIT Manager may outsource the functions related to REIT management to other persons as necessary under the following regulations, in order to enable the operations effectively under the following rules:
- (1) Without an impact on the performance of the REIT Manager
 - (2) With a standardized method to run the business when being unable to proceed with the work
 - (3) In case of outsourcing functions related to investment in other assets of the REIT, the service provider shall have the authority to perform such functions as prescribed by laws.

The outsourcing of operational functions under this clause shall not apply to the outsourcing of operating systems and works under clauses 1.2 (1) (2) (3) (4) and (9).

- 1.4 The REIT Manager shall prepare its financial statement in accordance with financial reporting standards and submit the financial statements to the SEC within three months of the end of the accounting year.
- 1.5 The REIT Manager shall not take any actions resulting in a lack of ability to work independently of the Trust, such as, investing in immovable properties owned or possessed by the connected persons of the Trustee.
- 1.6 The REIT Manager shall provide liability insurance that may arise from the operation of business or performance as the Trust manager as well as the operations of the directors, executives, and their staff during the time of this contract in according to the system of the REIT manager.
- 1.7 The REIT Manager shall arrange a unitholders' meeting to consider and vote on various matters as specified in the Trust establishment such as the modification or amendments of the Trust establishment, capital increase of the REIT, change of Trustee, etc.
- 1.8 In case of an appointment of an adviser to provide advice or recommendations related to investment and management of immovable properties, the REIT Manager shall act in accordance with the following regulations:
 - (1) Let the advisers declare the conflicts of interest in the issue under consideration.
 - (2) Do not allow the advisers who have direct or indirect conflicts of interest in the issue under consideration to get involved in the decision making of any issue.
- 1.9 In undertaking transactions related to immovable properties on behalf of the REIT, the REIT Manager shall comply with the following regulations.
 - (1) Ensure that the sale, transfer of immovable properties or the engagement in an agreement relating to the properties as the REIT is done properly and enforceable by law.
 - (2) Ensure that the investment in the immovable properties of the REIT is done properly with requirement at least of the following actions:
 - (a) Self-assessment to manage the property before accepting the assignment as the REIT Manager or before making additional investment in properties as the case may be.
 - (b) Carrying out of analysis and feasibility study, and undertake due diligence for the property including the assessment of various risks that may arise from the investment in property together with guidelines for risk management including completion risk (if any) such as the risks that may arise from the delay of construction and the inability to procure benefits from the property, etc.

- 1.10 Arrange for the valuation of the main assets invested by the REIT to be appraised by an appraisal company authorized by the SEC Office in accordance with related laws and under the regulations stipulated in the Trust Deed; such as appraisals before the acquisition or disposals of the Core Properties of the REIT, reviews of the appraised value of the Core Properties, periodical appraisal of the Core Properties' value in compliance with related regulations, etc.
- 1.11 The immovable properties to be invested by the REIT shall be appraised in accordance with the criteria stipulated by relevant laws, and also the inspection and review. Moreover, the REIT Manager must manage to take various actions in order to inspect the real estate which is to be invested as a practitioner including the condition of the property, the contractual ability, financial and legal information, the appropriateness of other aspects, etc. to support investment decisions and information disclosure. Regardless of any cases, if the REIT Manager is unable to perform his duties, it is a must to specify that the trustee will manage the REIT as necessary to prevent, stop or limit any serious damage to the benefits of the REIT or all unitholders in which the trustee may appoint another person to manage the Trust during the period.
- 1.12 Proceed to acquire core properties or immovable properties to be invested by the REIT in case of capital increase within 60 days from the establishment of the REIT for the first offering of trust units or from the closing date of the offering of units in the case of offering of units for capital increase.
- 1.13 The property investment shall be applied to the acquisition of ownership or possessory right of the property only. In case of the acquisition of possessory rights, it shall be the acquisition of document of entitlement in the form of Nor. Sor. 3 Kor or the acquisition of leasehold right with the document of ownership or document of possessory right in the form of Nor. Sor. 3 Kor only.
- 1.14 The immovable properties acquired shall not be under the enforcement of real right or have any disputes unless the REIT Manager and the Trustee have provided the opinion in official writing that enforcement of real right or disputes does not have any significant impact on the provision for benefits from properties and the conditions for the acquisition of such property are still generally beneficial to the unitholders.
- 1.15 The agreement of the contract of property's acquisition shall not be related to any provision or obligation that may lead the REIT unable to sell the property at fair price at the time of selling, Such as agreements that give rights to the contractual parties to purchase real estate of the Trust before others which the price is fixed in advance, etc., or may result in the more Trust's duties than the normal duties that the lessee should have when the lease contract is terminated.
- 1.16 Arrange for insurance for loss or other insurance to protect the benefits of the unitholders, which is similar to or can replace the insurance against loss to cover damage which may occur to the core properties, as mutually agreed by the counterparties without violating related laws and

regulations and third-party liability insurance against damage or loss caused by the core properties or operations related to the core properties. The insurance shall be from acceptable insurer with an insured sum at least sufficient and appropriate for the provision for benefits from the core properties.

- 1.17 Provide opinion on the transactions related to the acquisition of the core properties together with rational and related supporting information in the document seeking approval from the unitholders or the invitation letter calling unitholders' meeting to consider capital increase for additional investment in the core properties by the REIT Manager.
- 1.18 The disposal of the main property must provide a valuation of the property. The Unitholders' meeting for approval resolution is required, to obtain consent from the Trustee. And disclose the information according to the regulations specified in the Trust Deed and related laws.
- 1.19 In case of any change in REIT Manager, the new REIT Manager shall agree to perform the duties in accordance with the Trust Deed and related laws and regulations. Meanwhile, the former REIT Manager shall provide necessary cooperation to ensure a successful handover of the works.
- 1.20 In case of a modification or an amendment of the Trust Deed, the REIT Manager shall carefully proceed to ensure that the modification or amendment is in line with the conditions and methods specified in the Trust Deed and related regulations. Following the completion of the modification or amendment, the REIT Manager shall submit a copy of the new Trust Deed to the SEC Office within 15 (fifteen) days from the signing date or the date on which the Trust Deed was modified or amended, as the case may be.
- 1.21 In case of a change in Trustee, the REIT Manager shall proceed to notify the unitholders and the SEC Office of the change within the time specified in the Trust Deed.
- 1.22 Apply for approval to offer the units of the REIT in case of capital increase by certifying the correctness and completeness of the information relating to the performance of one's duties
- 1.23 Give opinion on the ability of the revenue guarantor obligations under the guarantee of revenue agreement (if any).
- 1.24 Proceed to list the sold units or the newly issued units (in case of capital increase) on the Stock Exchange of Thailand within 45 days from the closing date of unit offering.
- 1.25 Proceed to allocate the Units to any person or group of persons in accordance with the ratio and rules stipulated by relevant laws and regulations.

2. Duty in Managing the REIT and the Properties of the REIT

- 2.1 Give opinion to relevant officers regarding the qualifications or characteristics of the immovable properties invested by the REIT upon request by relevant agencies.
- 2.2 Supervise and monitor the renovations, improvements, and maintenance of the core properties to ensure that they are always in good condition and ready for use to procure benefits as specified in the annual action plans.
- 2.3 Arrange to reform, restore, or modify core properties as necessary and appropriate and also it must be not inconsistent with the trust agreement and relevant laws including the land lease agreement with the landowner which is the location of the main property and a land, having been amended (Main lease), which must notify the trustee first.
- 2.4 Supervise and monitor the management of the core properties and the maintenance as necessary for the benefit in the management of security systems, fire protection system, communication system and management in the case of an emergency and repairing real estate. In the case of major repairs, the trustee must be notified first.
- 2.5 Manage and procure benefits from the core properties of REIT as well as take any other actions necessary for the main asset management to be in accordance with the annual operation plan, Trust Deed agreement and related laws.
- 2.6 Take any actions to procure and / or accept transfers and / or perform other actions in conjunction with the Trustee for the purpose of letting trustee obtain a license, permit, waiver letter and / or other relevant and necessary documents.
- 2.7 Facilitate with the Trust or the person assigned by the Trustee to audit the main property by the deadline of the working days and hours of the REIT manager, including giving information, words and / or delivering any documents (Except information, words and / or other documents relating to the intellectual property of the REIT manager, or an affiliate of the REIT manager) as requested by the Trustee in case of necessity and suitability.
- 2.8 Facilitate the survey of core properties for value appraisal by the property appraisal company of the REIT or other persons designated by a property appraisal company. The REIT Manager shall also give information and message and/or deliver any documents (except for the information and message and/or any documents related to the intellectual property rights of the REIT Manager or its subsidiaries) upon request of the property appraisal company as deemed necessary and appropriate.
- 2.9 Prepare any documents related or relevant to the core properties possessed by the REIT Manager and/or possessed by the REIT Manager on behalf of the REIT including any accounting

documents and evidence related or relevant to the REIT in place for the Trustee or persons designated by the Trustee and/or the auditors to inspect within the operating days and hours of the REIT Manager.

- 2.10 The REIT Manager shall also deliver any documents related or relevant to the REIT requested by the Trustee or persons designated by the Trustee and/or the auditors within 15 (fifteen) business days from the date on which such request is acknowledged or should be acknowledged, except on reasonable ground or otherwise agreed by the counterparties of the agreement.
- 2.11 Coordinate, provide information, submit documents, and deliver fees and house and land taxes arising from the main property on behalf of the Trustee for the REIT. Also deliver the withholding tax that the Trustee has a duty to withhold due to the management of the main assets and / or any other taxes related to the main property and / or the management of primary assets to the related government officers.
- 2.12 Notify the Trustee of the following issues in due time: (a) The existence of any damage or defect of the core properties including other equipment and facilities or upon occurrence of the event the will result in the reduction in the value of the core properties significantly, and (b) in case that there is any significant breach of contract by any tenant or contract party of the REIT related to the main property.
- 2.13 Undertake any other actions as deemed necessary and appropriate by the REIT to ensure that the core properties are in good condition and ready for procuring benefits or exactly in line with the objectives of the REIT Manager Appointment Agreement. In addition, the REIT Manager shall also provide suggestions on market situation in case that the REIT wishes to sell or assign the leasehold or sublease the core properties.
- 2.14 Supervise trust assets to prevent any loss.

3. Duty in Carrying Out Accounting and Financial Reports, and Reports on Management and Internal Audits

- 3.1 Prepare and disclose information of the REIT to the SEC Office, the Trustee, and the Unitholders in compliance with the provisions stipulated in the Trust Deed and the securities laws including submitting the annual report of the REIT together with the notification letter in form of two-way communication, within 4 months from the end of the trust's fiscal year.
- 3.2 Arrange to have the accounting and various financial reports related to the management of the REIT and its core properties, as assigned by the Trustee or as deemed necessary and appropriate, in place; and submit such reports and documents to the SEC Office, the Stock Exchange of Thailand, the Trustee, and the Unitholders within the time frame specified by the

Trustee in order to correspond with the securities law, other relevant laws, and the orders of relevant competent officers.

In this regard, the REIT Manager shall prepare such accounting and financial reports in compliance with the generally accepted accounting principles by separating the properties and/or any interests arising from the core properties invested by the REIT and/or any properties that had been accepted and/or should be accepted by the REIT Manager on behalf of the REIT; from its own properties. The REIT Manager shall file the documents and evidence supporting the accounting process in complete condition and ready for the inspection of the Trustee for a period of at least 5 (one) year.

3.3 Deliver the following documents to the Trustee within the time frame assigned by the Trustee in order to comply with the securities law, other relevant laws, and the orders of relevant competent officers.

- (1) Appraisal reports and asset appraisal review reports must be deliver to trustee within 30 days from the completion date of the appraisal or review.
- (2) Submit reports on the net asset value and the Unit value of the REIT at the last business day of each quarter to the Trustee for certification before submitting them to the SEC Office within 45 (forty-five) days from the end of each quarter.
- (3) Information regarding the list of individuals related with the REIT manager is initially delivered upon the establishment of the REIT and delivers information every time there is a change in the list of related persons. Furthermore, if transactions occur with related parties of the REIT manager, a summary of the transaction details between the REIT manager, or their affiliates, alongside the manager's opinions, will be provided to the trustee for consideration before proceeding with the transaction.
- (4) Disclose the information of connected transactions between the REIT and the REIT Manager or its related persons for the previous and current accounting periods in the annual report and the financial statements of the REIT.
- (5) Report details about related persons in the invitation to unitholders' meeting for approval of various transactions.
- (6) A progress report on the development of core assets, in cases where REIT invests in properties that are not yet completed, must be submitted every six months from the investment date. These reports should be disclosed within 30 days after the end of each six-month period. Once the development is complete and the assets are ready for use, additional information including the completion date must be prepared and disclosed within 30 days from the project's completion.

- (7) Information regarding transactions involving the acquisition or disposal of the REIT's core assets must be submitted to the trustee and disclosed to the trust unitholders immediately upon the occurrence of such transactions.
- (8) Disclose the information of the acquisition or disposition of the core properties and equipment of the REIT for the previous and current accounting periods in the annual report and the financial statements of the REIT.
- (9) Submit the updated information about borrowing and creation of encumbrances of the REIT together with the borrowing agreement to the Trustee for information before the date on which the REIT enters into an agreement.
- (10) Information regarding loan transactions and obligations of the trust in the previous and current fiscal years must be disclosed in REIT's annual report and financial statements.
- (11) Submit the information related to the transaction deemed by the Trustee as having significant impact on the properties of the REIT as requested by the Trustee at least 14 (fourteen) days before executing any transaction.
- (12) Submit the financial statements of the REIT.
- (13) A report on significant events of the trust must be made in cases where the REIT suffers severe damage, where the REIT is unable to derive benefits from all or part of its assets, where the REIT changes its objectives or investment policies, or in events that require the termination of the trust. Such events must be reported to the Securities and Exchange Commission (SEC) without delay.

The aforementioned reports are just samples of primary requirement. There may be modifications, increase or reduction in number and type of the reports, or change of reporting format in the future in order to correspond with the securities law, other relevant laws, and the orders of relevant competent officers.

4. Duty in Executing Agreement Relating to the Provision for Benefits from Immovable Properties

- 4.1 The REIT shall procure benefits from its core properties which are immovable properties only through leasing and/or subleasing.
- 4.2 The REIT Manager shall control, supervise, implement controlling measures, and undertake any other actions as deemed necessary and appropriate to ensure that lessee and/or the sub-lessee perform their functions in accordance with the duties, conditions and/or agreements specified in the lease/sublease contract, the rules, criteria, regulations and any provisions of the core properties or policy related to the core properties.

8.1.4 Personnel

As of 31 December 2024, Land and Houses Fund Management Co., Ltd. had a total of 105 employees. Details of the persons in charge of the major work units of the company are as follows:

Unit	No. of Personnel	Person in Charge	Qualifications and Experiences
Infrastructure and Property Fund Department	7	Mr. Natkawin Jiamchoatpatanakul	Senior Vice President 15-year experience in finance, asset management, and property investment fields.
		Mrs. Nattapat Tonkittirattanakul	Vice President 16-year experience in property fund management field.
		Miss Panchanit Nilrat	Assistant Vice President 9-year experience in finance and property investment fields.
		Miss Rattaporn Nawarat	Manager 9-year experience in finance and property investment fields.
		Miss Thumavadee Inpoowa	Manager 13-year experience in finance and property investment fields.
		Miss Supranee Ninlaor	Senior Officer, 8-year experience in finance and property investment fields.
		Miss Wassana Chaithong	Officer 0.8-years' experience in finance and property investment fields.
Fixed Income Department	3	Mr.Phuchsagunt Tanaworakitsakun	Manager 16-year experience in asset management business.
Dealing Department	6	Miss Chantira Thadanipon	Vice President 20-year experience in finance field and asset management business.
Fund Operation Department	4	Miss Laddawan Kongsri	Vice President 16-year experience in finance field and asset management business.

Unit	No. of Personnel	Person in Charge	Qualifications and Experiences
Fund Accounting Department	5	Mrs. Narumol Senthong	Vice President; 23-year experience in finance field and asset management business.
Registrar Department	7	Mr. Nitipat Kamolsuppajiroj	Vice President; 15-year experience in finance field and 16-year in asset management business.
Marketing Strategy Department	4	Mr. Ittaboon Jenchaijitwanich	Vice President; 10-year experience in finance field and 12-year in asset management business.
Customer Relations and Marketing Support Department	2	Mr. Wichit Batao	Senior officer 13-year experience in finance field and asset management business.
Information Technology Department	12	Mr. Peerapun Sangpun	Assistant Managing Director; 8-year experience in securities business.
Compliance and Risk Management Group	8	Ms. Pawanud Iamawachatul	Assistant Managing Director; 33-year experience in Compliance, Audit and Risk business.

8.1.5 Processes and Conditions to change the REIT Manager

8.1.5.1 Reasons for the change of the REIT Manager

- 1) The REIT Manager is required to notify the Securities and Exchange Commission, Thailand (SEC) in writing of the intention to resign from a position to get approved of the resignation.
- 2) The Office of the SEC revokes the approval of the REIT manager or suspends the REIT manager's duties for over 90 days.
- 3) In case of the approval of the REIT Manager expires and he/she does not request for an extension to the SEC Office.
- 4) The REIT Manager is ordered by a court. The court issues an order for the rehabilitation of the REIT Manager or the REIT Manager as juristic person comes to an end.
- 5) The Trust unitholders' meeting resolves to remove the REIT Manager because the REIT manager violates or fails to perform duties or does not appear to comply with the relevant laws as stipulated in the REIT Manager Appointment Agreement and the Trustee has already issued a letter to notify the REIT manager of the termination of the agreement to appoint the REIT manager.
- 6) The REIT Manager wishes to leave the position under the REIT Manager Appointment Agreement as he/she has no intention of ceasing to be the REIT Manager as approved by the SEC Office.
- 7) According to the Agreement, the REIT Manager has exercised the right to terminate the agreement as specified in the REIT Manager Appointment Agreement in case that the Trustee violates or fails to perform or breach any condition as specified in the REIT Manager Appointment Agreement.

8.1.5.2 Resignation and duties after the REIT Manager's resignation

Resignation of the REIT Manager

If the REIT Manager wishes to resign, he/she must notify the Trust unitholders through the information system of the SET and submit a written notice to the Trustee at least 90 days prior to the effective resignation date. This resignation must not cause damage to the beneficiaries and the Trustee. While the Trustee is in the process of appointing a new REIT Manager, he/she must be in charge until the new REIT Manager is able to be ready to be in charge in accordance with the REIT Manager Appointment Agreement. The period shall not exceed 90 days from the effective date of the termination of the REIT Manager Appointment Agreement.

Duty after resignation

After the REIT Manager has submitted the resignation letter mentioned above, he/she is required to:

- 1) Hand over the work: work system, customer list, account, documents and any information relating to the performance of the REIT Manager's duties whether they are secret information or not, to the Trustee and / or the new REIT manager as well as any actions reasonably requested by the Trustee enabling the new REIT Manager to carry on the jobs as a new REIT Manager for the maximum benefit for the Trust and the Trust unitholders.
- 2) Keep the confidential information of the REIT and do not disclose any customer lists, drafts as well as any other documents which are the REIT's trade secret to third parties without obtaining the prior written consent of the Trustee unless it is a disclosure to government agencies according to the requirements of the law or public disclosure at the time of disclosure or distribution.
- 3) Perform other required duties enabling the new REIT Manager to carry on duties continuously in accordance with the REIT Manager Appointment Agreement.

8.1.5.3 Appointment Process of a New REIT Manager

The Trustee shall request a resolution of the unitholders to appoint a new Trust's REIT Manager within 60 days after the date of the occurrence appeared in No.8.1.5.1 and the trustee shall proceed to appoint a new REIT Manager within 30 days from the date of receiving the resolution or a date specified in the notification of the SEC Office. In addition, if a resolution is not provided even it was requested, the Trustee shall appoint a new REIT Manager by considering the best benefit for the Trust unitholders.

If the Trustee is not able to recruit a new REIT Manager because there is no qualified person or no interested person, he/she is required to be in charge on behalf of the REIT Manager as stipulated in the REIT Agreement and under the rules stipulated in the Securities Law and other relevant laws.

8.1.6 Management of Other Trust

As of 31 December 2024, The REIT has invested in the leasehold right in the immovable properties and the ownership in the movable properties in Terminal 21 Shopping Center. Additionally, managing other REIT transformed

from property funds, totaling 3 REITs: Quality Houses Hotel and Residence Freehold and Leasehold Real Estate Investment Trust (QHHRREIT), focusing on hotel assets under; Quality Houses Business Complex Leasehold Real Estate Investment Trust (QHBREIT), which invests in office leasing properties; and Land and Houses Residential Freehold and Leasehold Real Estate Investment Trust (LHRREIT), targeting residential houses and serviced apartments. In executing their duties, Trustee and REIT manager have the duty to exercise due diligence in their actions to prevent conflicts of interest between the trust and trustee or REIT manager.

8.2 The Sub-Lessee (Hotel Manager)

8.2.1 General Information

Name of the Sub-Lessee	: L&H Hotel Management Company Limited
Location	: 1 Q. House Lumpini Building, 15 th Floor, South Sathorn Road, Tung Maha Mek, Sathorn, Bangkok 10120.
Company Registration No.	: 0105555019474
Telephone	: 02 343 8899
Facsimile	: 02 343 8890
Registered Capital	: Baht 10,000,000
Paid-up Capital	: Baht 10,000,000

8.2.2 Shareholder's Structure

LH Mall & Hotel Co., Ltd.:	99%
Others:	1%
Total:	100%

8.3 The Trustee

8.3.1 General Information

Name of the Sub-Lessee	: SCB Asset Management Company Limited
Location of Head Office (New)	: 7-8th Floors, SCB Park Plaza 1, No. 18 Ratchadapisek Road, Chatuchak, Bangkok 10900
Location of Head Office (Previous)	: 21 st -22 nd Floors, SCB Park Plaza 3, No. 19 Ratchadapisek Road, Chatuchak, Bangkok 10900
Company Registration No.	: 0105535048398
Telephone	: 02 949 1500
Facsimile	: 02 949 1501
Website	: http://www.scbam.com/
Registered Capital	: Baht 200,000,000.

Paid-up Capital : Baht 100,000,000.

8.3.2 Shareholder's Structure

The Siam Commercial Bank Public Company Limited:	99.99%
Others:	0.01%
Total:	100.00%

8.3.3 Duties and Responsibilities of the Trustee

- (1) Perform duties with due care and loyalty for the best benefits of the Unitholders as a whole and in compliance with the Trust Deed and relevant laws as well as any additional commitments provided in the document disclosed to investors (if any). In case there is any damage arising from the failure to undertake its duties, the Trustee shall be liable to such damage without any limitation of liability.
- (2) Monitor and oversee the activities of the REIT Manager and other assigned person according to 8.3.2 (7) (if any) to ensure that they perform their functions in compliance with the Trust Deed and other relevant agreements.
- (3) Attend every Unitholders' meeting and undertake the following actions if the Unitholders' resolution with respect to any proposed action is sought for:
 - (3.1) Respond to inquiries or give opinions whether or not such action is in compliance with the Trust Deed or relevant laws;
 - (3.2) Lodge a protest and notify the Unitholders that such proposed action could not be pursued if it is in contravention of the Trust Deed and relevant laws.
- (4) Enforce the repayment of debts or supervise the enforcement of debt repayment to comply with the agreements between the REIT and third parties.
- (5) Manage the REIT on behalf of the REIT Manager in case that there is no REIT Manager or the REIT Manager is unable to perform its duties. Such an action shall be pursued in accordance with the regulations stipulated in the securities law and other relevant laws.
- (6) Have other rights, duties and responsibilities as specified in the securities law and other relevant laws.
- (7) Assign the REIT Manager to manage the properties which are not core properties of the REIT on behalf of the Trustee.
- (8) Rectify the Trust Deed as per order of the SEC Office.
- (9) Prohibited to set off the obligation arising beyond the performance in trusteeship owed by the Trustee to a third party against the obligation arising from the management of the REIT owed to the REIT by the third party. In case of contravention to this regulation, the action shall be voided.

(10) In proceeding with a juristic act or a transaction with a third party, the Trustee shall notify the third party in writing that it acts in trusteeship, and apparently stipulates in the evidence of that juristic act or transaction that it acts in trusteeship.

(11) Prepare an assets account of the REIT separately from any other accounts under its responsibility. In case where the Trustee manages several REITs, it shall prepare the assets account of the REIT of each REIT separately. In doing so, the Trustee shall keep such account correct and up-to-date.

In managing a REIT, the Trustee shall segregate the REIT's property from those held in its own capacity and any property in its possession. In case where the Trustee manages several REITs, it shall segregate the property of one REIT from another.

(12) In cases where the Trustee fails to perform the duty under clause 8.3.2 (11) which causes the REIT's property to be commingled with the property held in its own capacity in the manner that it is unable to distinguish the REIT's property from those held in its own capacity, it shall be presumed that:

- (1) The commingled property is held in the REIT;
- (2) The damage and liability arising from the management of commingled property are the Trustee's own bearing;
- (3) The benefit arising from commingled property belongs to the REIT.

(13) In cases where the Trustee fails to perform duty under clause 8.3.2 (11) which causes the property of two or more REITs to be commingled in the manner that it is unable to identify to which respective REIT the property belongs, it shall be presumed that the commingled property, including property that is transformed into a different form or state, and any benefits or obligations incurred from the management of such commingled property shall belong to each REIT in proportion of an amount brought to commingle.

(14) The Trustee shall not delegate its duty to other persons except where:

- (14.1) The Trust Deed provides otherwise;
- (14.2) It is a transaction that is not personal in nature and needs no capability of trustee's profession;
- (14.3) It is a transaction that a reasonable prudent owner of the property of the same characteristics as the REIT's property, who manages such property with similar objectives to those of the REIT, may delegate a third person to manage such property;
- (14.4) It is the function of safekeeping of assets, preparation of Unitholder Register, or back office operation, for which the Trustee's affiliated companies or other persons may be delegated.
- (14.5) Any other cases which are responsible by the REIT Manager and comply with the Trust Deed or the regulations stipulated in the Notification No. TorJor. 49/2555, Notification No. KorRor. 14/2555 and Notification No. SorChor. 29/2555, including the cases which shall

be delegated to other persons as notified by the SEC, or as provided by any other regulations.

In cases where the Trustee contravenes the first paragraph, the management shall bind the Trustee personally and not bind the REIT.

- (15) In case where the Trustee delegates the duties in relation to the management of the REIT to other persons in accordance with clause 8.3.2 (11), the Trustee shall act prudently and carefully in such selections and shall oversee and inspect the performance of such delegated duties adequately by establishing measures related to the delegation of duties in accordance with the regulations stipulated in the Notification of the Securities and Exchange Commission No. KorKhor.1/2553 Re: Work System, Contact with Investors and General Business Operation of Trustees as follows:

- (15.1) Selection of appropriate persons for delegation of duty which takes into account the readiness of the work system and the personnel of the delegated persons as well as any possible conflict of interest between the delegated persons and the REIT;
- (15.2) Control and monitoring of performance of the delegated persons;
- (15.3) Actions to be taken by the Trustee in the event that the delegated persons become inappropriate for further delegation of duties.

In this respect, the SEC may stipulate details of proceeding to be abided by the Trustee on such matters.

- (16) In case of change of Trustee, if the new Trustee finds that before taking its trusteeship, the previous management of the REIT has contravened the provisions stipulated in the Trust Deed or the Trust Act, and consequently caused damage to the REIT's property, the new Trustee shall proceed as follows:

- (16.1) Claim compensation from the Trustee who is liable to damages.
- (16.2) Recover a property from a third person regardless of whether such third person directly acquired such property from the former Trustee and whether such property is transformed into a different form or state, except the acquisition of the property was done in good faith and for value, providing further that the person acquired that property did not know or should not have known that the acquired property has been disposed of or transferred in bad faith.

- (17) In managing a REIT or delegating any person to manage a REIT in accordance with clause 8.3.2 (11), if there is any expenses, proceeds or other properties obliged to pay a third person which the Trustee rightfully pays from property held in its own capacity with due necessity, the Trustee shall be entitled to obtain reimbursement from proceeds or property out of the REIT's property unless the Trust Deed specifies that the payment shall be borne by the Trustee.

The right to obtain reimbursement from the proceeds or property under the first paragraph shall have priority over the claim of a beneficiary and the claim of a third person against the REIT's property and may be immediately exercised, at any time before the REIT is terminated. In cases where the

transformation of the REIT's property is necessary in order to reimburse the proceeds or property to the Trustee, the Trustee is empowered to do so but only to the extent that it is done in good faith.

For the purpose of protecting the REIT's property, the SEC shall have the power to issue notifications prescribing rules, conditions and procedures concerning the payment of the Trustee's own money or property to the third person under the first paragraph or the exercise of the Trustee's right under the second paragraph.

- (18) The Trustee shall be prohibited from exercising the right under clause 8.3.2 (11) unless it has performed all of its obligations owed to the REIT, except where those obligations can be set off under the Civil and Commercial Code.

- (19) In cases where the Trustee fails to manage the trust in accordance with the Trust Deed or the Trust Act, the Trustee shall be liable to indemnify the REIT.

In cases where it is necessary and there is a reasonable ground for the benefit of the REIT, the Trustee may apply for the SEC Office's approval prior to the management of the REIT in a different manner from those stipulated in the Trust Deed. The Trustee shall not be liable under the first paragraph if the Trustee manages the REIT as approved, in good faith and for the best interest of the REIT.

- (20) The Trustee shall ensure that the Trust Deed contains all substantial contents as prescribed by relevant laws. In case of amendment to the Trust Deed, the Trustee shall act in accordance with the following rules:

- (20.1) Ensure that any amendment to the Trust Deed complies with the procedures and conditions as specified in the Trust Deed and the rules as stipulated in relevant laws;

- (20.2) In case an amendment to the Trust Deed fails to meet the requirements as prescribed under clause 8.3.2 (20) (20.1), the Trustee shall proceed in accordance with its power and duties as specified in the Trust Deed and the Trust Act in order to protect the rights and interest of the Unitholders as a whole;

- (20.3) In case there is any subsequent change to the rules relating to the offering of Units or REIT management promulgated under the Securities and Exchange Act and the Trust for Transactions in Capital Market Act, the Trustee shall amend the Trust Deed in compliance with such rules according to the procedures specified in the Trust Deed or in accordance with the SEC Office's order.

- (21) The Trustee shall monitor, oversee and supervise the REIT Manager or any other assigned person (if any) to ensure compliance with the Trust Deed and relevant laws. The monitoring, overseeing and supervision shall include the following duties:

- (21.1) Ensuring that the REIT is managed by the REIT Manager approved by the SEC Office throughout the entire existence of the REIT, except for the case of clause 8.3 (23);

- (21.2) Monitoring, overseeing and proceeding as necessary to ensure that the assigned person has maintained the qualifications and has performed duties in compliance with the Trust

Deed and relevant laws, including dismissal of the current assigned person and appointment of a new one.

- (21.3) Ensuring that the investment of the REIT complies with the Trust Deed and relevant laws;
 - (21.4) Ensuring that the information of the REIT is disclosed accurately and completely in compliance with the Trust Deed and relevant laws.
 - (21.5) Giving opinions relating to management or execution of transactions for the REIT by the REIT Manager or other assigned person (if any) in support of seeking resolutions of the Unitholders' meetings, disclosure of REIT information to investors, or upon request of the SEC Office.
- (22) In case the REIT Manager has acted or failed to act causing damage to the REIT, or the REIT Manager has failed to perform its duties in accordance with the Trust Deed or relevant laws, the Trustee shall proceed as follows:
- (22.1) Submit a report to the SEC Office within 5 (five) business days as from the date when such circumstance becomes known or should have been known.
 - (22.2) Rectify, desist or mitigate such damage as deemed appropriate.
- (23) In case the REIT Manager is unable to perform its duties, the Trustee shall manage the REIT as necessary to prevent, refrain or limit severe damage to the REIT or the Unitholders as a whole and shall proceed in accordance with the powers and duties as specified in the Trust Deed and the Trust Act in appointing a new REIT Manager.

Whereas the Trustee shall replace the management of the REIT under the first paragraph, it may appoint another person to manage the REIT in the interim, provided that such appointment is in accordance with the scope, rules and conditions as specified in the Trust Deed.

- (24) In case the Trustee is also a Unitholder of the REIT, the Trustee shall cast any vote or take any action by taking into account the best interest of the overall Unitholders by adhering to the principles of good faith and care, including avoidance of any conflict with or effect on the performance of its duties as Trustee of the REIT.
- (25) The Trustee shall prepare the Unitholders' Register or assign a licensed securities registrar to prepare such register on behalf of the Trustee. The Unitholders' Register shall contain at least the particulars specified in the Notifications of the SEC.
- (26) The Trustee shall provide evidence representing the rights in units and shall deliver it to the Unitholders, which shall convey at least the information specified in the Notifications of the SEC, except where the evidence is provided by the system of a securities depository center.
- (27) Subject to the rules under clause 8.3.2 (26) in case a Unitholder requests the Trustee or the Securities Registrar to issue new evidence representing rights in units to replace the one having been lost, faded, or materially damaged, the Trustee shall proceed to conform to the request within a reasonable period of time.

8.3.4 Trustee and Custodian Fees

The Trustee of the REIT is entitled to receive remunerations in terms of trustee fee and custodian fee monthly. The Trustee fee is collected at a rate not exceeding 0.85 percent with a minimum fee of Baht 2,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes). The effective date is 1 July 2023.

8.4 Investment Committee of the REIT

- None -

8.5 Name, Address, and Telephone Number of Related Parties

8.5.1 Auditor

Name	:	EY Office Company Limited
Address	:	33 rd Floor, Lake Ratchada Office Complex, 193/136-137 New Ratchadapisek Road, Khlong Toey, Bangkok 10110
Telephone	:	0-2264-0777
Facsimile	:	0-2264-0789-90

8.5.2 Registrar

Name	:	Thailand Securities Depository Company Limited
Address	:	93 Ratchadapisek Road, Dindaeng, Bangkok 10400
Telephone	:	0-2009-9000
Facsimile	:	0-2009-9991

8.5.3 Appraisal Firms

Name	:	Asian Engineering valuation Co., Ltd.
Address	:	42 Rattanathibet Rd. T.Bangkraso A.Muang Nonthaburi
Telephone	:	0-2286-3484
Name	:	15 Business Advisory Limited
Address	:	Suite 39, 9th Fl., RS Tower 121 Ratchadapisek Rd., Dindang, Bangkok 10400
Telephone	:	0-2641-3800

9. Corporate Governance

9.1 Corporate Governance Policy

The Management Company has maintained a policy to adhere strictly to the securities laws as well as the notifications, rules, regulations, orders, or circular notices amended or promulgated by the SEC, the Capital Market Supervisory Board, the SEC Office, and the Stock Exchange of Thailand. It has set up an Investment Advisory Committee and an Investment Committee to deliberate matters related to investment and has a Fund Supervisor to review the Company's operations.

The Management Company has committed to ensure good corporate governance through the preparation of reports on conflicts of interest, as well as the establishment of an appropriate asset management operating system, code of ethics in asset management business, and other related measures.

9.2 Sub-Committee

Property Investment Committee of the REIT Manager consists of:

- | | | |
|----|----------------------------------|----------|
| 1) | Mr. Monrat Phadungsit | Chairman |
| 2) | Mr. Natkawin Jiamchoatpatanakul | Member |
| 3) | Mrs. Nattapat Tonkittirattanakul | Member |
| 4) | Miss. Panchanit Nilrat | Member |

However, Property Investment Committee requires a member who have special interest in the particular meeting agenda will not be attended that agenda.

9.3 Committee Meeting

The meeting will be in accordant with the Investment Committee Meeting of the REIT.

9.4 Indirect Investment through Company's Equity

-None-

9.5 Control of Inside Information

Land and Houses Fund Management Co., Ltd. has proper control of using inside information by adopting the following measures:

1. Separation of Work Area and Accessibility Control

- 1.1 The REIT Manager has arranged for the working space of the Investment Division, of which major responsibility involves decision making in investment and sending trading orders to brokers, to be separated from other work units. An Access Control System is introduced to ensure effective security control of inside information.

- 1.2 Any access to the control area must seek prior authorization from the Head of Investment and being recorded in the access registration list.

2. Staff Dealing Rules

The Management Company has set forth regulations pertaining to securities trading of its employees. Such regulations cover procedures in granting approval to the trading of securities and the REIT units with which all employees are required to comply strictly.

3. The Compliance and Internal Audit Department closely monitors the transactions related to securities in the Watch List and Restricted List. Details of such transactions are as follows:

- In circumstances where the company acts as the REIT's founder and/or REIT manager, signing agreements regarding the study of the company's primary assets listed on the stock market.
- The REIT Manager is in the process of making distribution payment of the REIT.

4. Disclosure of Connected Transactions according to the Notifications of the SEC Office as well as the SET Regulations. Procedures for the disclosure are as follows:

- 4.1 The Compliance and Internal Audit Department shall control the connected transactions by identifying the persons who have connection with the liquidity management in the Bonanza Investment System. In this respect, the entry of information shall be done by the Risk Management Department subject to the approval of the Compliance and Internal Audit Department. Whenever the Investment Department makes a transaction with such connected persons, approval from the authorized person is required before any further execution.
- 4.2 In case of property investment, when the Investment Department invests in the property for the REIT, the REIT Manager shall disclose such connected transaction to the Stock Exchange of Thailand on the same date of the transaction.

9.6 Decision Making on Investment and Management of the REIT

The REIT Manager has established the processes and procedures in selecting immovable properties for investment. The criteria for selection include marketing and financial feasibility, validity of certificates of ownership, inspection of building, value appraisal of the property, and opinion of financial advisor. In managing the REIT, the REIT Manager possesses a total of 10 operating systems as mentioned below and a team of qualified and experienced staff including REIT management, operations functions, and back-office operations, with the main objective to manage the REIT for the benefits of the Unitholders.

Operating Systems of the REIT Manager

The REIT Manager has important operating systems as follows:

Main Systems	Sub-Systems
Property Selection and Investment Consideration	<ul style="list-style-type: none"> ● Procedure of defining policy for REIT management ● Property selection procedures ● Capital structure of the REIT ● Policy and strategy formulation in optimizing REIT's assets.
Strategy Formulation and Management of the REIT	<ul style="list-style-type: none"> ● Governance framework for risk management related to REIT's investment, ensuring compliance with the trust deed and relevant regulations. ● Risk management related to REIT's investments ● Criteria for considering property insurance (Types and coverage limits of insurance) ● System for analysing the ability of the income guarantor of the REIT.
System for managing conflicts of interest	<ul style="list-style-type: none"> ● Procedure of control individuals who may have conflicts of interest ● Transactions between the REIT and REIT manager or individuals related to REIT manager ● Prevention of Conflicts of Interest in Managing the REIT
Selection of Service Provider	<ul style="list-style-type: none"> ● Criteria for selecting personnel of the REIT manager. ● Criteria for selecting assignees for tasks related to the operation of the REIT ● Criteria for selecting service provider, professional and consultant
System for monitoring the operations of the REIT manager and the personnel of the REIT manager, as well as monitoring and supervising assignees in tasks related to the management of the REIT	<ul style="list-style-type: none"> ● Monitoring system for sublessor and property manager ● Monitoring system to ensure that the REIT Manager maintain appropriate qualifications and properly perform its duties. ● Compliance manual of Compliance department
System supporting information disclosure of the REIT.	<ul style="list-style-type: none"> ● Information Disclosure System of the REIT

Main Systems	Sub-Systems
Back Office Operating System	<ul style="list-style-type: none"> ● Monitoring system for revenue collection and expense disbursement ● Financial statement preparation system and the net asset value (NAV) system ● Operating System of Compliance department
Internal Control and Handling of Complaints and Disputes	<ul style="list-style-type: none"> ● Internal control and audit systems
Communication system with investors and handling investor complaints.	<ul style="list-style-type: none"> ● Guidelines for handling of complaints
Legal Dispute Management System	<ul style="list-style-type: none"> ● Dispute resolutions

9.7 Selection of Sub-lessee

The Management Company has implemented procedures for selecting sub-lessee, taking into consideration the qualifications prescribed by the SEC Office (if any). The qualified sub-lessee must be capable of managing the assigned property. In addition, it must have a team of knowledgeable and experienced personnel in property management, strong financial position, credible management structure, and adequate measures for preventing conflicts of interest, with the main objective to protect the benefits of the Unitholders.

9.8 Supervision of the Sub-lessee Performance in Accordance with the Sublease Agreement

After investing in the core properties, the REIT Manager on behalf of the REIT shall sublease and lease out the core properties to the Sub-lessee, i.e. L&H Hotel Management Co., Ltd., by stipulating the duties of the Sub-lessee according to the Sublease Agreement as follows:

- 1) The Sub-lessee shall prepare the annual budget to REIT manager for approval.
- 2) REIT manager shall regularly conduct site visits to ensure that the property remains in good condition.
- 3) Arrange meetings with the Sub lessee/property manager to ensure regular reporting of operational performance
- 4) maintain the subleased properties in good position throughout the subleasing period.

9.9 Monitoring of the Interests of the REIT

The REIT Manager has the primary objective to ensure that the Unitholders of the REIT receive regular and on-going interests from investment by taking into consideration the benefits derived from the development and quality enhancement of the core properties. The REIT Manager has the guidelines and mechanisms in monitoring and supervising the interests arising from the core properties of REIT as follows:

1. The manager of the Trust and Treasury Department will monitor the performance of the trust in each fiscal year by comparing it with the annual budget, as well as the performance of the trust in the past year. This is to ensure that the operations of real estate investment trust yield profits. In cases where the performance of the main assets does not meet the expected targets, the REIT Manager and Trustee will conduct a detailed analysis to identify the reasons. They will work closely with property managers to develop operational plans to improve the performance of the main assets, aligning them with the established goals or expectations.
2. The REIT Manager and the property managers will collaborate in fostering business growth and developing good relationships with various clients. Additionally, they will manage occupancy rate and average rental rates to ensure maximum benefits for the trust. Simultaneously, they will jointly control and manage marketing costs and risks associated with managing the main assets.
3. The REIT Manager will collaborate with property managers to enhance efficiency in managing the main assets. This includes controlling and managing operational expenses without compromising the quality of service.
4. The REIT Manager and the property managers will work closely together to enhance the potential of the main assets. This includes:
 - Identifying target customer groups for the main assets, with adjustments to marketing strategies, service levels, and rental pricing to align with the needs of the specified target groups.
 - Maintaining and preserving the areas of the main assets, such as upgrading public and common areas, and adapting specific areas to suit their intended use.
 - Improving the image of the main assets, maintaining them to standard, and renovating them appropriately for use, all to ensure customer satisfaction.

9.10 Remunerations of the Management Company/the REIT Manager

The REIT management fee is collected at a rate not exceeding 1 percent per annum of the total asset value of the Trust, with a minimum fee of Baht 3,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes). The effective date is 1 July 2023

9.11 Disclosure of Information

9.11.1 Reports of the REIT

The REIT Manager shall prepare an annual report of the REIT as of the end of each accounting period and submit such report to the Unitholders whose name appears on the Unitholders' Register as well as the SEC Office within 4 months from the end of the accounting period. Such report shall contain the information specified in the Notification of the SEC Office.

9.11.2 Report on Investment or Disposition of Immovable Properties or Leasehold Right

The REIT Manager shall submit the summary of material information regarding investment in or disposition of immovable properties or leasehold right of the REIT to the Unitholders and the SEC Office within 15 days from the date on which the property or the leasehold right was invested or disposed of and shall arrange for such material information to be placed at every premises of the Management

Company and the Head Office of the Trustee within 15 days from the date on which such property or leasehold right was invested or disposed of in order to enable the investors to have a review on such matters. The summary document shall contain important information prescribed in the Notification of the SEC Office.

9.11.3 Report on Other Incidents as Specified by the SEC and the Stock Exchange of Thailand

The REIT Manager shall disclose the information in compliance with the regulations of the SEC and the Stock Exchange of Thailand via the website: www.set.or.th.

9.12 Unitholders' Meeting

The REIT Manager shall arrange meetings for the Unitholders as follows:

- (1) An annual general meeting shall be held within 4 (four) months from the end of the accounting period of the REIT;
- (2) An extraordinary meeting shall be held upon the occurrence of the following events:
 1. When the REIT Manager deems it appropriate to call a meeting for the benefit of the Unitholders;
 2. When the Unitholders hold an aggregate of not less than 10% of the total sold units express their intention in writing with clear rationale to the REIT Manager to call a Unitholders' meeting in writing with clear reasonableness for such a calling. In this connection, the REIT Manager shall arrange a Unitholders' meeting within 1 month of the date of receiving the request from the Unitholders.
 3. In any case where the trustee deems it necessary or appropriate to call a meeting for the benefit of the Unitholders, REIT manager shall arrange such a meeting within one (1) month from the date of receiving a written request from the trustee. This does not preclude the trustee's right to consult with the trust manager regarding the necessity of such a matter.

Calling of Unitholders' Meeting

The REIT Manager shall prepare a calling notice specifying the venue, date, time, agenda, and matters to be proposed at the meeting together with appropriate details and clearly identifying whether such matter is for acknowledgment, approval or consideration, as the case may be, including the opinion of the REIT Manager on such matter and any possible impact on the Unitholders as a result of passing a resolution on such matter. Such a calling notice has to be delivered to the Unitholders not less than 7 days prior to the meeting date. In addition, the calling of a meeting has to be announced in at least 1 local daily newspaper for not less than 3 days prior to the meeting date.

Proxy Authorization

The Unitholders may authorize a proxy to attend the Unitholders' meeting and vote on their behalf. The proxy form must be duly dated and signed by the Unitholders who authorize the proxy and delivered to the REIT Manager, or the person designated by the REIT Manager at the meeting venue before the proxy attending the meeting.

Quorum for the Meeting

- (a) A quorum has to consist of not less than 25 Unitholders or proxies, or not less than half of the total number of the Unitholders who hold an aggregate amount of not less than one third of the total units trust;
- (b) If a quorum is not present within 1 hour after the appointed time for the commencement of the meeting, the meeting shall be dissolved in the case that the meeting is convened upon the request of the Unitholders. If the meeting is not convened at the request of the Unitholders, the REIT Manager shall call another meeting by sending the calling notice to the Unitholders not less than 7 days prior to the meeting. In this latter case, a quorum is not required.

Presiding at the Meetings

The REIT Manager shall appoint any of its directors, who is the representative of the REIT Manager, to preside as Chairperson at the Unitholders' meeting. The Chairperson shall have the power and duty to ensure that the meeting proceeds smoothly and properly. Notwithstanding, in the case that the REIT Manager has interests in the matter under consideration, the Trustee or the representative of the Trustee shall appoint another person to act as the Chairman for the respective agenda.

Vote Counting

One unit has one vote. Moreover, the Unitholders who have the voting right must not hold a special interest in the matter under consideration.

Unitholders' Resolution

- (1) For an ordinary issue, the resolution shall be passed by the majority vote of the Unitholders who attend the meeting and have the right to vote.
- (2) For the following issues, the resolution shall be passed by not less than three fourths of the total number of votes cast by the Unitholders who attend the meeting and have the right to vote:
 - (a) Acquisition or disposal of the core properties with the value of not less than 30% of the total asset value of the REIT.
 - (b) Capital increase or capital reduction of the REIT which has not already been specified in the Trust Deed in advance.
 - (c) Capital Increase by general mandate.
 - (d) Execution of a transaction with the REIT Manager or related person of the REIT Manager at an amount not less than 20 million baht or more than 3% of the net asset value of the REIT, whichever is higher.
 - (e) Change in distribution and the capital reduction to the Unitholders.
 - (f) Removal or appointment of the Trustee in accordance with the provisions relating to change of Trustee as specified in the Trust Deed.

- (g) Removal or appointment of the REIT Manager in accordance with the provisions relating to the change of REIT Manager as specified in the Trust Deed and the REIT Manager Appointment Agreement.
 - (h) An amendment to the Trust Deed regarding a matter which affects the rights of the Unitholders materially.
 - (i) Dissolution of the REIT.
- (3) The resolution of the Unitholders which will cause the REIT or the REIT Management to be contrary to or inconsistent with the Trust Deed or other rules under the Securities and Exchange Act or the Trust Act shall not take effect.

9.13 Nomination and Appointment of Directors and Top Management

The REIT has appointed LH Financial Group Public Company Limited to recruit the personnel which have the appropriate qualifications to manage the trust.

9.14 Remunerations of the Auditors

For the previous accounting period, the REIT paid an auditors' fee of Baht 1.165 million which is collected by the Auditor as actually incurred, to EY Office Company Limited

9.15 Other Actions in Accordance with the Principle of Corporate Good Governance (if any)

- None -

10. Corporate Social Responsibilities: CSR

10.1 Overall Policy

The Management Company in the capacity of the REIT Manager is aware of its social responsibility and is committed to the policies of business conduct with fairness, anti-corruption practice, human right esteem, workforce handling with fairness, consumer responsibility, preserving and taking good care of environment, social and community development cooperation, and gaining and disseminating of innovation acquired from responsibility operation to the society, environment, and the stakeholders.

10.2 Undertaking of CSR Activities

In 2024, the Management Company adhered to the policy of business conduct with fairness through internal control mechanisms and implementation of company's rules and regulations. The Company has developed a Compliance Manual which specifies the Code of Ethics and Business Conduct serving to guide the actions of the employee under the standard of duty of loyalty and duty of care, regulations and procedure guidelines related to the employees, regulations and procedure guidelines in undertaking REIT management business, disclosure of information related to REIT management and the conflicts of interest, supervision of material information, handling of clients' complaints, and regular reporting to the Audit Committee and the Board of Directors, etc.

Moreover, the Company has carried out an anti-corruption program by signing a mutual agreement with the Private Sector Collective Action Coalition against Corruption and has fully committed to the agreement.

11. Internal Control and Risk Management

The Compliance Department has the duties to supervise, audit, and monitor the business operations in accordance with the regulations of the SEC Office, the provision stipulated by related laws, and the policies and regulations of the Management Company, in order to ensure that the business conduct and operations of the Management Company is in compliance with the regulations of the regulators and the rules and regulation of the Company. The Compliance Department shall prepare a Compliance Manual which specifies the Code of Ethics and Business Conduct serving to guide the actions of the employee under the standard of duty of loyalty and duty of care, regulations and procedure guidelines related to the employees, regulations and procedure guidelines in undertaking REIT management business, disclosure of information related to REIT management and the conflicts of interest, supervision of material information, and handling of clients' complaints. Moreover, the Compliance Department shall independently report the results of the reviewing and auditing of compliance to the Audit Committee and the Board of Directors on a regular basis.

The Compliance Department is responsible for preparing an annual audit plan which is subject to approval of the Audit Committee and covers material issues by taking into consideration the probability of the occurrence of any possible incident of compliance, the damage incurred by such an incident, and risk assessment through cooperation with the Risk Management Unit. The Compliance and Internal Audit Department should supervise and audit the operations of each business unit in accordance with the action plans, assess the adequacy of the internal control system, and monitor the operations of each unit to ensure compliance with the policy, regulations, and procedure guidelines, as well as the code of conduct.

The Audit Committee has the duties to consider the appropriateness in terms of qualifications and performance of the Head of Compliance and Internal Audit Department and grant approval for the appointment, removal, transfer, or termination, and performance evaluation of the Head of Compliance and Internal Audit Department in order to ensure independence of the Compliance and Internal Audit Department.

Background of the Head of Compliance

Name: Ms. Pawanud Iamnawachat
Position: Executive Vice President, Compliance and Risk Management Group
Education: Bachelor's Degree: Economics (English Program), Thammasat university
Master's Degree: Economics (English Program), Thammasat university

Work Experience in the Field of Compliance

Institution	Position	Period
Land and Houses Fund Management	Executive Vice President, Compliance and Risk Management Group	April 2019 – Present
Government Pension Fund	Associate Director, Investment Risk Dept.	April 2007 – March 2019
SC Securities	Deputy Vice President, Derivatives Market Risk Dept.	April 2006 – April 2007
Government Pension Fund	Manager, Risk Management, and Investment Monitoring Dept.	May 2005 – March 2006
Securities and Exchange Commission	Deputy Division Chief, Broker and Dealer	July 1992 – April 2005

12. Prevention of Conflicts of Interest

12.1 Transactions between the REIT and the REIT Manager and the Connected/Related Persons of the REIT

12.1.1 Connected Natural/Juristic Persons

Juristic Person/Company with Potential Conflicts of Interest	Relationship
1) Land and Houses Public Co., Ltd. ("LH")	<ul style="list-style-type: none"> - Major shareholder of the REIT Manager by holding indirectly 21.88% of the total issued and paid-up shares of the REIT Manager. - Major shareholder of LHP by holding 59.99% of the total issued and paid-up shares of LHP. - Major shareholder of LHBANK by holding directly and indirectly in aggregate 21.88% of the total issued and paid-up shares of the LHBANK. - Major shareholder of LHH by holding 59.99% of the total issued and paid-up shares of LHH
2) L&H Property Co., Ltd. ("LHP")	<ul style="list-style-type: none"> - Lessor of immovable properties and seller of movable properties to REIT - Subsidiary of LH, which is the major shareholder of the REIT Manager, with LH holding indirectly 59.99% of the total issued and paid up shares of LHP.
3) LH Mall & Hotel Co., Ltd. ("LHMH")	<ul style="list-style-type: none"> - Lessor of immovable properties and seller of movable properties to REIT - Subsidiary of LH which is the major shareholder of the REIT Manager, with LH holding indirectly 99.99% of the total issued and paid-up shares of LHMH.
4) Land and Houses Bank Public Co., Ltd. ("LHBANK")	<ul style="list-style-type: none"> - Lender of the REIT - Subsidiary of LH which is the major shareholder of the REIT Manager, with LH holding indirectly 21.88% of the total issued and paid-up shares of LHBANK.
5) Land and Houses Fund Management Co., Ltd. ("LHFUND")	<ul style="list-style-type: none"> - The REIT Manager - Subsidiary of LH which is the major shareholder of the REIT Manager, with LH holding indirectly 21.88% of the total issued and paid-up shares of LHFUND.
6) L&H Hotel Management Co., Ltd. ("LHH")	<ul style="list-style-type: none"> - Sub-lessee of the two projects - Subsidiary of LH, with LH holding indirectly 59.99% of the total issued and paid – up shares of LHH

Juristic Person/Company with Potential Conflicts of Interest	Relationship
7) SCB Asset Management Co., Ltd. ("SCBAM")	<ul style="list-style-type: none"> - The Trustee - Subsidiary of SCB, with SCB holding 99.99% of the total issued and paid-up shares of SCBAM.
8) Siam Commercial Bank Public Co., Ltd. ("SCB")	<ul style="list-style-type: none"> - Major shareholder of SCBAM by holding 99.99% of the total issued and paid-up shares of SCBAM - Lender of the REIT

12.1.2 Connected Transactions between the REIT and the REIT Manager and the Connected/Related Persons of the REIT between 1 January and 31 December 2024

Juristic Person/Company with Potential Conflicts of Interest	Characteristics of Connected Transaction	Necessity and Rationale of the Transaction	Opinions
LHH	The REIT is a counterparty under a lease/Sublease agreement with LHH, which is the lessee of the Grand Center Point Hotel project.	The REIT will earn the benefit in the form of the rental fee.	<p>The REIT will receive the rental fee from the fixed rental and the variable rental which will be calculated based on the lease asset's performance. This structure will make Unitholders share the potential growth of the lease asset.</p> <p>Such terms and conditions are stipulated in the relevant agreements based on arm's length basis.</p>
LHBANK	The REIT pay interest as stipulated in the loan agreement, and drawdown a long – term loan and repay a short – term loan with LHBANK.	Because of the recovery of COVID-19 situation, the REIT managed a capital structure and repayment schedule to match with seeking benefits from the invested asset in the long term.	Such repayments are based on arm's length basis.

Juristic Person/Company with Potential Conflicts of Interest	Characteristics of Connected Transaction	Necessity and Rationale of the Transaction	Opinions
LHFUND	Management fee as specified in the REIT Management Agreement.	This is a normal transaction.	The terms and conditions stipulated in the relevant agreements are based on an arm's length basis.

Furthermore, the above transactions are connected transactions between the REIT and the REIT Manager or its connected persons which are required to undergo the approval procedures according to Notification No. SorRor 26/2555 of the SEC Office and must obtain an approval of the Trustee or the Unitholders, unless such information has been clearly demonstrated, which include but are not limited to, the payment of fee and expense from the REIT to the REIT Manager at the rate not exceeding the rate specified in the Prospectus of the REIT.

In case of a connected transaction between the REIT and the REIT Manager or its connected persons, the following actions shall be pursued according to the Securities Law:

- 1) The definition of "Connected Person of the REIT Manager" shall be in accordance with the definition stipulated in the Notification of the Capital Market Supervisory Board Concerning Rules on Connected Transactions.
- 2) General conditions and provisions for the REIT in entering transaction with connected persons are as follows:
 - The execution of connected transactions between the REIT and the REIT Manager or its connected persons must be in compliance with the Trust Deed and relevant laws, and for the best benefits of the REIT.
 - The connected transaction between the REIT and the REIT Manager or its connected persons must be based on reasonable and fair prices.
 - The persons who have direct or indirect interest in the transaction shall not be involved in the decision making of such a transaction.
- 3) Approval for the execution of connected transactions between the REIT and the REIT Manager or its connected persons shall be obtained through the following procedures:
 - Approved by the Trustee that such a transaction is in accordance with the Trust Deed and relevant laws.
 - In case the value of the transaction is higher than Baht 1 million or equal to or higher than 0.03% of the net asset value of the REIT, whichever is higher, approval from the Board of Directors of the REIT Manager is required.
 - In case the value of the transaction is equal to or higher than Baht 20 million or equal to or higher than 3.0% of the net asset value of the REIT, whichever is higher, approval from the Unitholders'

resolution at the Unitholders' meeting is required. In this connection, the Unitholders' resolution must not be less than three-fourths of the total votes of the Unitholder attending the meeting and having the right to vote.

In case that the connected transaction is the acquisition or the disposition of the core property, the value of transaction shall be calculated based on the value of acquisition or disposition of the total property as well as other related properties of the project which are ready for use to procure benefits for the project.

4) Policy for Executing Connected Transaction between the REIT and the REIT Manager or its Connected Persons

- The undertaking of any transaction between the REIT and the REIT Manager or its connected persons shall be done under the conditions with fairness and appropriateness, and in compliance with the conditions and covenants of the securities laws. In this regard, if the SEC, the SEC Office, the Capital Market Supervisory Board shall prescribe additional type of connected persons in the future, entering into transaction between the REIT and the REIT Manager or its connected persons shall be in accordance with the conditions and covenants Under the securities laws.
- In addition, the REIT shall proceed to disclose the information of such connected transaction to the SEC Office, the Stock Exchange of Thailand, and disclose such information in the notes to financial statements of the REIT which had been audited by the auditor, as well as the annual report of the REIT.

12.1.3 Connected Transactions between the REIT and the Trustee and the Connected Persons of the Trustee between 1 January and 31 December 2024

Juristic Person/Company with Potential Conflicts of Interest	Characteristics of Connected Transaction	Necessity and Rationale of the Transaction	Opinions
SCB	The REIT pay interest as stipulated in the loan agreement,	This is a normal transaction.	Such terms and conditions are stipulated in the relevant agreements based on arm's length basis.
SCBAM	The Trustee's fee as specified in the Trust Deed.	This is a normal transaction.	The terms and conditions stipulated in the relevant agreements are based on arm's length basis.

12.2 Policy on Future Transactions and Tendency to Undertake Transactions in the Future

In the case that any transactions between the REIT and the connected persons of the Trustee will be undertaken in the future, the following actions shall be taken:

- 1) Disclose the information through the Stock Exchange of Thailand or any other channels that the Unitholders are able to thoroughly access such information;
- 2) Give reasonable period of time for information disclosure which shall not be less than 14 days;
- 3) Clearly provide appropriate channels, procedures and period of time for demonstrating objection. The objection period shall not be less than 14 days, except for the case that such transaction is subject to the Unitholders' resolution which the objection must be demonstrated during the process of seeking Unitholders' resolution.

In addition, if the number of Unitholders demonstrating objection clearly through the disclosed procedures according to Clause 3) is greater than one-fourth of the total sold units of the REIT, the Trustee shall not conduct or allow executing such transaction.

According to the provisions pertaining to the management of conflicts of interest prescribed in the Trust Deed made between the REIT Manager and the Trustee, the Trustee shall not undertake any action giving rise to conflict of interest with the REIT or causing the Trustee to lose its independent status on the management of the REIT, unless the transaction is in line with the following criteria:

- (a) There are check-and-balance measures or mechanisms in place to ensure fairness of such transaction.
- (b) In the case of conducting transaction with conflicts of interest between the REIT and the Trustee, there must be sufficient prior disclosure of information regarding possible conflicts of interest of such transaction to the Unitholders and there is no objection demonstrated by the Unitholders, or the objection is demonstrated by the Unitholders in the amount less than $\frac{1}{4}$ (one-fourth) of the total sold units.

Tendency of Transactions in the Future of the REIT

No.	Natural/Juristic Person	Relationship (As of 31 December 2024)	Feature of Transaction
1	SCB Asset Management Co., Ltd.	- Trustee	- Trustee fee
2	LH Hotel Management Co., Ltd.	- Sub-lessee	- -Rental income from sublease
3	LH Mall and Hotel Management Co., Ltd. (Note: LH Mall and Hotel Management Co., Ltd. registered its name change from Pacific Real Estate Co., Ltd. to the current name on 24 December 2015)	- Major shareholder of the REIT - Hotel manager	- Dividend payment
4	Land and Houses Bank Public Co., Ltd. (LHBANK)	- Subsidiary of Land and Houses Public Co., Ltd.	- Cash at bank - Investments in fixed deposits - Investment in certificates of deposit - Loan interests - Financial products used for interest rate hedging
5	Siam Commercial Bank Public Co., Ltd.	- Major shareholder of the Trustee.	- Loan interests - Financial products used for interest rate hedging
6	Home product center public company limited	- Subsidiary of Land and Houses Public Co., Ltd.	- Expenses for purchasing goods for use in the trust's hotel project

12.3 Soft Commission

No.	Company	Type of Soft Commission	Rationale for Accepting Soft Commissions
1	Kasikornbank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
2	Siam Commercial Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
3	Bangkok Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
4	Bank of Ayudhya Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
5	Krung Thai Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
6	TISCO Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
7	CIMB Thai Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
8	UOB Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
9	Government Savings Bank	Information/ Research Analysis	For the benefits of the REIT's investment
10	Asia Plus Securities Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
11	KT Zmico Securities Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
12	Capital Nomura Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
13	KGI Securities (Thailand) Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
14	Thanachart Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
15	Second Mortgage Corporation	Information/ Research Analysis	For the benefits of the REIT's investment
16	Trinity Securities Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
17	Phillip Securities (Thailand) Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
18	Kiatnakin Phatra Bank Public Co., Ltd.	Information/ Research Analysis	For the benefits of the REIT's investment
19	Bank of China	Information/ Research Analysis	For the benefits of the REIT's investment
20	Government Housing Bank	Information/ Research Analysis	For the benefits of the REIT's investment

No.	Company	Type of Soft Commission	Rationale for Accepting Soft Commissions
21	Land and Houses Bank Public Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
22	Industrial and Commercial Bank of China (Thai) Public Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
23	TMB Bank Public Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
24	Beyomd Securities Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
25	KTB Securities Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
26	DBS Vickers Securities (Thailand) Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
27	Kasikorn Securities Public Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
28	InnovestX Securities Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
29	DAOL Securities (Thailand) Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
30	Yuanta Securities (Thailand) Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment
31	Land and Houses Securities Public Co., Ltd.	Information/Research Analysis	For the benefits of the REIT's investment

Part 4

Financial Position and Operating Results

13. Financial Highlights

13.1 Summary of Auditors' Report as of 31 December 2024

The financial statements of LH Hotel Leasehold Real Estate Investment Trust for the year 2024 had been audited by Ms.Wilaiporn Chaowiwatkul , Certified Public Accountant, Registration No. 9309, of EY Office Company Limited, who expressed her opinion that such financial statements presented fairly, in all material respects, the financial position of the REIT as at 31 December 2024, and its financial performance, changes in its net assets, cash flows and significant financial information for the period as from 1 January 2024 to 31 December 2024, in accordance with Thai Financial Reporting Standards.

13.2 Summary of the REIT's Financial Statements for 2024

a) Summary of the Balance Sheet of LH Hotel Leasehold Real Estate Investment Trust

Assets/ Liabilities	31-Dec-2024		31-Dec-2023		31-Dec-2022	
	Baht	%	Baht	%	Baht	%
Assets						
Investments in properties at fair value	22,702,000,000	96.16%	21,924,000,000	97.15%	11,799,700,000	95.87%
Investments in securities at fair value	269,354,523	1.14%	175,167,106	0.78%	210,818,288	1.71%
Cash at banks	10,052,327	0.04%	2,652,975	0.01%	15,642,589	0.13%
Accounts receivable from rental	611,474,722	2.59%	442,299,555	1.96%	288,267,719	2.34%
Accounts receivable from interest	7,033	0.00%	1,528	0.00%	953	0.00%
Prepaid expenses	-	0.00%	-	0.00%	-	0.00%
Deferred expenses	-	0.00%	-	0.00%	-	0.00%
Other assets	14,792,958	0.07%	23,239,309	0.10%	5,379,465	0.04%
Total assets	23,607,681,563	100.00%	22,567,360,473	100.00%	12,319,809,014	100.00%
Liabilities						
Accrued expenses	82,578,947	0.35%	150,830,262	0.67%	221,345,654	1.80%
Long-term loan	9,946,266,883	42.13%	10,167,902,375	45.06%	5,779,452,675	46.91%
Short-term loan	-	0.00%	-	0.00%	-	0.00%
Other liabilities	30,377,148	0.13%	3,149,020	0.01%	11,980,429	0.00%
Total liabilities	10,059,222,978	42.61%	10,321,881,657	45.74%	6,012,778,758	48.81%

Assets/ Liabilities	31-Dec-2024		31-Dec-2023		31-Dec-2022	
	Baht	%	Baht	%	Baht	%
Net Assets	13,548,458,585	57.39%	12,245,478,816	54.26%	6,307,030,256	51.19%
Net Assets						
Capital from the unitholders	11,128,919,458	47.14%	11,128,919,458	49.31%	6,051,964,000	49.12%
Retained earnings	2,419,539,127	10.25%	1,116,559,358	4.95%	255,066,256	2.07%
Net assets	13,548,458,585	57.39%	12,245,478,816	54.26%	6,307,030,256	51.19%
Net asset value per unit	12.9165		11.6743		11.7248	

Remark: Referring to the financial statements of the REIT for the year ending 31 December 2024 and report of the authorized auditor.

b) Summary of the Statement of Income of LH Hotel Leasehold Real Estate Investment Trust

Income Statement	31-Dec-2024		31-Dec-2023		31-Dec-2022	
	Baht	%	Baht	%	Baht	%
Investment income						
Rental income	2,351,351,372	99.93%	1,320,810,549	99.65%	673,508,916	99.62%
Interest income	903,623	0.04%	3,304,371	0.25%	238,932	0.04%
Other income	647,860	0.03%	1,342,056	0.10%	2,361,347	0.35%
Total income	2,352,902,855	100.00%	1,325,456,976	100.00%	676,109,195	100.00%
Expenses						
Cost of rental and services	40,716,029	1.73%	33,366,360	2.52%	37,698,258	5.58%
Management fee	26,986,577	1.15%	20,751,738	1.57%	13,227,460	1.96%
Trustee's fee	17,541,275	0.75%	10,649,210	0.80%	8,846,363	1.31%
Registrar fee	3,032,769	0.13%	1,660,942	0.13%	1,611,696	0.24%
Professional fees	3,380,992	0.14%	17,610,867	1.33%	1,291,406	0.19%
Administrative expenses	4,304,428	0.18%	13,105,967	0.99%	1,585,371	0.23%
Interest expenses	462,540,015	19.66%	279,043,951	21.05%	195,098,604	28.86%
Total expenses	558,502,085	23.74%	376,189,035	28.38%	259,359,158	38.36%
Net investment income	1,794,400,770	76.26%	949,267,941	71.62%	416,750,037	61.64%
Realized and unrealized gain (losses) on investments						
Net realized gain (losses) on investments	5,566,031		3,032,186		461,359	
Net unrealized gains on investments	777,450,648		624,626,442		294,057,373	
Total realized and unrealized gain on investments	783,016,679		627,658,628		294,518,732	
Net increase in net assets resulting from operations	2,577,417,449		1,576,926,569		711,268,769	

Remark: Referring to the financial statements of the REIT for the year ending 31 December 2024 and report of the authorized auditors.

c) Summary of the Statement of Cash Flows of LH Hotel Leasehold Real Estate Investment Trust

Statements of Changes in Net Assets	31-Dec-2024 Baht	31-Dec-2023 Baht	31-Dec-2022 Baht
Cash flows from operating activities			
Net cash flows from operating activities	2,024,623,842	(8,396,234,904)	237,003,985
Cash flows from financing activities			
Net cash flows used financing activities	(2,017,224,490)	8,383,245,290	(266,206,277)
Net increase in cash at banks	7,399,352	(12,989,614)	(29,202,292)
Cash at banks at beginning of year	2,652,975	15,642,589	44,844,881
Cash at banks at end of year	10,052,327	2,652,975	15,642,589

Remark: Referring to the financial statements of the REIT for the year ending 31 December 2024 and report of the authorized auditors.

14. Management Discussion and Analysis

14.1 Analysis of Past Performance

As of 31 December 2024, LHHOTEL's total income was at Baht 2,352.9 million, an increase of approximately 78 percent or Baht 1,027.4 million from the same operating period in 2023. Mostly from rental income approximately THB 2,351.35 million, increased by THB 1,030.5 million from previous year. The main reason is the recognition of full year performance from the Grande Centre Point Space Pattaya and Grande Centre Point Pattaya. Additionally, the income increase came from the performance improvement of the trust's existing hotel projects, aligning with the continuous recovery trend of Thailand's tourism sector.

In addition, comparing the actual performance with the projections based on the Independent Auditor's report on the Projected Financial Information for the twelve-month period from January 1, 2024, to December 31, 2024, for the second capital increase of the trust, the projected total rental income (including fixed and variable rental income) after the additional investment was 1,827 million baht. The actual rental income amounted to 2,351 million baht, which is approximately 524 million baht or 29 percent higher than the projection. As a result, LHHOTEL's net profit for 2024 exceeded the forecasted amount.

For the REIT's expenses in 2024, during the operating period from 1 January to 31 December 2024, the REIT had a total expense of Baht 558.50 million which increased from Baht 376.19 million in 2023, an increase of Baht 182.31 million. The increase in REIT's expenses were mainly from the higher finance cost from loan use for 3rd additional asset acquisition of Grande Centre Point Pattaya and Grande Centre Point Space Pattaya and partly increase of REIT management, trustee and register fees in relation to size of REIT total asset value.

For year 2024, LHHOTEL has net gains from investing of 1,794.40 million baht, an increase of approximately 89.03 percent or approximately Baht 845.13 million. In addition, LHHOTEL has total net gain on investment totalling Baht 783.02 million makes the operating results period 1 January 2024 to 31 December 2024, the REIT has an increase in net assets

from operations of 2,577.42 million baht, an increase from 1,576.93 million baht in 2023, or equivalent to an increase approximately 63.45 percent or approximately 1,000.49 million baht.

Furthermore, as of 31 December 2024, the REIT's net asset value was at Baht 13,548.46 million or equivalent to Baht 12.9165 per unit.

As of 31 December 2024, LHHOTEL had a total of 1,048,919,900 trust units. LHHOTEL's distribution payment policy was in accordance with the criteria as specified in the Trust Deed which requires that the REIT Manager pay the trust unitholders the distribution amount of no less than 90 percent of the adjusted net profit for the fiscal year. LHHOTEL's operating results from 1 January 2024 to 31 December 2024 indicated the adjusted net profit which includes additional adjustments to align with the cash position of LHHOTEL was Baht 1,551.19 million. This resulted in the actual distribution payment for year 2024 exceed the projections stated in the Independent Auditor's report on the Projected Financial Information for the second capital increase, which had estimated a distribution of 1.10 baht per unit. The actual distribution payment during the 2024 performance period was 1.3325 baht per unit, higher than the projected. The payout ratio for 2024 was 90.10 percent of the adjusted net profit.

14.1.1 Profitability

Income

LHHOTEL's income was derived mainly from 2 sources of income which are rental income. The LHHOTEL's rental income is derived from the subleasing of immovable properties and movable properties of 5 core properties which are the Grande Centre Point Hotel Terminal 21 Project, the Grande Centre Point Hotel Ratchadamri, the Grande Centre Point Hotel Sukhumvit 55, Grande Centre Point Pattaya and Grande Centre Point Space Pattaya. (Based on the operating performance)

The rental income for this period amounted to Baht 2,351.4 million, an increase of approximately Baht 1,030.5 million or 78 percent from the previous year. The main reason is the recognition of the full year performance from the Grande Centre Point Space Pattaya and Grande Centre Point Pattaya. Additionally, the income increase came from the performance improvement of the trust's existing hotel projects, aligning with the continuous recovery trend of Thailand's tourism sector.

Expenses

For the REIT's expenses in 2024, during the operating period from 1 January to 31 December 2024, the REIT had a total expense of Baht 558.50 million an increase by approximately Baht 182.31 million. The increases were mainly from the higher finance cost from loan use for 3rd additional asset acquisition of Grande Centre Point Pattaya and Grande Centre Point Space Pattaya and partly increase of REIT management, trustee and register fees in relation to size of REIT total asset value.

Net Investment Income

During the operating period from 1 January to 31 December 2024, LHHOTEL's net investment income was Baht 1,794.4 million which increase of approximately Baht 845.13 million or 89.03 YoY. Moreover, LHHOTEL recognized a total realized and unrealized gain on investment of Baht 783.02 million. As a result, the REIT had net assets from operating

activities of Baht 2,577.42 million, an increase by Baht 1,000.49 million or equivalent to approximately 63.45 percent YoY.

Financial Ratios Related to Profitability

Profitability Ratio (%)	31-Dec-2024	31-Dec-2023	31-Dec-2022
Gross Profit Ratio	98.27%	97.47%	94.40%
Operating Margin Ratio	95.92%	92.65%	90.50%
Other Margin Ratio	0.07%	0.35%	0.39%
Net Profit Ratio	76.26%	71.62%	61.64%
Return on Unitholders	13.24%	7.75%	6.61%

Asset Management

The REIT subleases its properties to the Sub-lessee to operate hotel business. However, in managing such properties, the Sub-lessee has assigned LH Mall and Hotel Co., Ltd. to undertake the functions of hotel management and marketing activities. In this connection, the REIT Manager has overseen and monitored the performance of the service provider regularly through monthly meetings to ensure that the operations achieve operating target as well as to provide opinions or consultation to the Sub-lessee and the hotel manager upon occurrence of problems or difficulties which may have negative impacts on the operations.

Fee Structure

Fees (Baht)	Period (1 January 2024 to 31 December 2024)
REIT Management Fee	26,986,577
Trustee's Fee	17,541,275
Registrar's Fee	3,032,769
Professional Fee	3,380,992

14.1.2 Property Management Capacity

Financial Ratios Related to Property Management Capacity

Efficiency Ratio	31-Dec-2024	31-Dec-2023	31-Dec-2022
Return on Asset Ratio (%)	7.60%	4.21%	3.38%
Asset Turnover Ratio (times)	0.10	0.06	0.05

Value Appraised by Income Approach for 2024

Property	Appraisal Value (Million Baht)	Appraiser	Appraised Date
Grande Center Point Hotel Terminal 21	4,506	Asian Engineering Valuation co., Ltd.	10 May 2024
Grande Centre Point Hotel Ratchadamri	3,900	Asian Engineering Valuation co., Ltd.	17 July 2024
Grande Centre Point Hotel Sukhumvit 55	3,928	Asian Engineering Valuation co., Ltd.	17 July 2024
Grande Centre Point Hotel Pattaya	3,247	15 business advisory limited co., Ltd.	30 December 2024
Grande Centre Point Hotel Space Pattaya	7,121	15 business advisory limited co., Ltd.	30 December 2024

Accounts Receivable from Rental and Interest

As of 31 December 2024, the REIT had account receivable from rental by Baht 611.47 million increase from 2023 due to improved operating results in 2024 and the REIT recognized rental income from additional investments from Grande Center Point Pattaya and Grande Center Point Space Pattaya.

14.1.3 Debt Servicing Capacity

As of 31 December 2024, LHHOTEL had total liability amounting to Baht 10,059.22 million which increase from Baht 10,321.9 million in 2023. Total liabilities composed of accrued expenses around Baht 82.58 million, long-term loan around 9,946.27 million, other liabilities were at Baht 30.38 million.

Financial Ratios Related to Liquidity

Liquidity Ratio (times)	31-Dec-2024	31-Dec-2023	31-Dec-2022
Current Ratio	8.02	4.18	2.23
Quick Ratio	5.50	2.89	1.30
Account Receivable Ratio	3.85	2.99	2.34

As of 31 December 2024, the REIT's Current Ratio was at 8.02 times, increased from 4.18 times on 31 December 2023 and Quick Ratio was at 5.50 times, increased from 2.89 times on 31 December 2023 which mainly from an increase of accounts receivable from improved operating results of existing assets and from additional investments in Grande Center Point Pattaya and Grand Center Point Space Pattaya.

As of 31 December 2024, the REIT's account receivable ration was at 3.85 times, increased from 2023 from improved operating results of existing assets and from additional investments in Grande Center Point Pattaya and Grande Center Point Space Pattaya Hotel Project.

14.1.4 Liquidity and Capital Adequacy

14.1.4.1 Sources and Uses of Fund

As of 31 December 2024, the REIT had Baht 10.05 million of cash at bank. For investment in securities as of 31 December 2024, the REIT had Baht 269.35 million.

Financial Ratios Related to Liquidity and Capital Adequacy

Financial Policy Ratio	31-Dec-2024	31-Dec-2023	31-Dec-2022
Gearing Ratio (times)	0.89	0.91	0.95
Debt to Equity Ratio (times)	0.74	0.84	0.95
Obligation coverage ratio (cash basis) (times)	4.88	4.40	3.14

Cash Flows from Operating Activities

Statements of Changes in Net Assets	31-Dec-2024 Baht	31-Dec-2023 Baht	31-Dec-2022 Baht
Cash flows from operating activities			
Net cash flows from operating activities	2,024,623,842	(8,396,234,904)	237,003,985
Cash flows from financing activities			
Net cash flows used financing activities	(2,017,224,490)	8,383,245,290	(266,206,277)
Net increase in cash at banks	7,399,352	(12,989,614)	(29,202,292)
Cash at banks at beginning of year	2,652,975	15,642,589	44,844,881
Cash at banks at end of year	10,052,327	2,652,975	15,642,589

During the operating period from 1 January 2024 to 31 December 2024, the REIT had approximately Baht 2,024.62 million of net cash outflow from operating activities. For net cash flows used in financing activities was at Baht 2,017.22 million which consist of repayment for long-term loan Baht 248.775 million and distribution to unitholders Baht 1,277.44 million.

14.1.4.2 Capital Expenditure

During the period from 1 January to 31 December 2024, the REIT purchased additional movable properties under the REIT amounting to approximately Baht 40 million.

14.1.4.3 Capacity of Additional Financing

The Trust has no additional borrowings during 2024.

14.1.5 Distribution Payment

For the period from 1 January 2024 to 31 December 2024, LHHOTEL had an increase in net assets resulting from operations Baht 2,577.42 million which included the unrealized gain based on the appraisal of the REIT's core properties amounting to Baht 777.45 million. Distribution payment for the year 2024 representing 90.10 percent of the adjusted net profit to conform with LHHOTEL's cash flow. The REIT Manager declared the dividend payment from the 2024 operating results to the Trust unitholders in the total amount of 1.3325 Baht per trust unit which complies with distribution policy of at least 90 percent of adjusted net profit in each year that has been adjusted for unrealized gain from changes in the fair value of investments It is deducted from the adjusted net profit of LHHOTEL Trust, which is an adjustment in line with the trust's cash position.

The actual distribution payment for 2024 performance period exceeded the projected distribution disclosed in the offering document for the second capital increase, which was expected to be 1.10 baht per unit. This was primarily driven by a significant increase in the number of tourists visiting Thailand in 2024, which contributed to the continued improvement in the operating performance of the hotel projects. Based on the Independent Auditor's report on the Projected Financial Information for the 12-month forecast period from January 1, 2024, to December 31, 2024, the projected total rental income (including fixed and variable rental income) was 1,827 million baht. The actual total rental income was 2,351 million baht, an increase of approximately 524 million baht or 29 percent. This resulted in LHHOTEL's net profit exceeding the forecast. The REIT Manager has considered the distribution based on liquidity of LHHOTEL as well as liabilities of principal repayment in 2024 in the amount of THB 248.78 mil. as disclosed in Annual Report 2023, the overall distribution payment in 2024 was significantly better than expected.

Historical Distribution Payment

Year	Year 2024
(1) Distribution payment per unit (Baht)	1.3325
(2) Capital reduction per unit (Baht)	-
Total distribution payment per unit (1) + (2) (Baht)	1.3325
(3) Ratio with par value* (Baht 10.00 per unit)	
(3.1) Ratio of distribution payment	13.33%
(3.2) Ratio of capital reduction	-
Total ratio of distribution per unit (3.1) + (3.2)	13.33%
(4) Ratio with final price for 2 nd capital increase (Baht 10.00 per unit)	
(4.1) Ratio of distribution payment	13.33%%
(4.2) Ratio of capital reduction	-
Total ratio of distribution per unit (4.1) + (4.2)	13.33%%

Remark: *Calculated from the distribution payment (dividend yield) and repayment of proceeds from capital reduction over the past year divided by price per unit of the REIT

14.2 Factors or Events that May Have an Impact in the Future

Thai Economic outlook for 2025 is forecasted to grow in the range between 2.3 and 3.3 percent. This was supported by key factors such as government expenditure, particularly investment spending, the continued recovery of the tourism sector, and the upward trend in the number of international tourists, which is expected to gradually return to normal levels. This is reflected in the increasing number of tourists and the rising trend in foreign tourist spending. Key contributing factors include the global recovery in travel, the increase in international flights to Thailand, and government measures to attract foreign tourists, such as visa exemption policies to facilitate visa applicants. Additionally, hosting the Southeast Asian (SEA) Games in December 2025, the expansion of private sector investment, and the growth in private consumption also played a significant role

However, the aforementioned events are merely projections. LHHOTEL still faces additional risks that may affect the operating performance of the hotel project. and these could also impact on the overall performance and financial position of LHHOTEL. investors can find more details about the risk factors of the LHHOTEL in Section 2, Item 4: Risk Factors. Investors should exercise caution and use their own judgment about the REIT's information to make investment decisions.



TRUSTEE REPORT

March 31st, 2025

To: Trust Unitholders

LH Hotel Leasehold Real Estate Investment Trust

SCB Asset Management Company Limited (the "Trustee"), as the Trustee of LH Hotel Leasehold Real Estate Investment Trust (the "REIT") which managed by Land and Houses Fund Management Co., Ltd. (the "REIT Manager"), would like to inform you that for the period of January 1st, 2024 to December 31st, 2024, the REIT Manager had managed the REIT properly and efficiently as well as in compliance with applicable laws, regulations and the Trust Deed (as amended) in a way that protects interests of the REIT and Trust unitholders as a whole.

Yours faithfully,

SCB Asset Management Company Limited

(Mrs. Tipaphan Puttarawigorn) (Mr. Paeree Ichayapreug)

Trustee

บริษัทหลักทรัพย์จัดการกองทุน ไทยพาณิชย์ จำกัด (สำนักงานใหญ่)
ชั้น 7-8 อาคาร 1 ไทยพาณิชย์ปาร์ค พลาซ่า เลขที่ 18 ถนนรัชดาภิเษก แขวงจตุจักร เขตจตุจักร กรุงเทพฯ 10900
โทรศัพท์ 0 2949 1500 โทรสาร 0 2949 1501

SCB Asset Management Co.,Ltd. (Head Office)
7th- 8th SCB Park Plaza 1 No. 18 Ratchadapisek Rd., Chatuchak, Bangkok 10900 Thailand Tel. 0 2949 1500 Fax. 0 2949 1501

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Auditor's Report and Financial Statements

LH Hotel Leasehold Real Estate Investment Trust
Report and financial statements
31 December 2024

Independent Auditor's Report

To the Unitholders of LH Hotel Leasehold Real Estate Investment Trust

Opinion

I have audited the accompanying financial statements of LH Hotel Leasehold Real Estate Investment Trust ("the Trust"), which comprise the statement of financial position, including the details of investments as at 31 December 2024, and the related statements of comprehensive income, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including material accounting policy information (collectively "the financial statements").

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of LH Hotel Leasehold Real Estate Investment Trust as at 31 December 2024, its financial performance, changes in its net assets and cash flows for the year then ended, in accordance with the Accounting Guidance for Property Funds, Real Estate Investment Trusts, Infrastructure Funds and Infrastructure Trusts issued by the Association of Investment Management Companies and approved by the Securities and Exchange Commission of Thailand.

Basis for Opinion

I conducted my audit in accordance with Thai Standards on Auditing. My responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of my report. I am independent of the Trust in accordance with the *Code of Ethics for Professional Accountants including Independence Standards* issued by the Federation of Accounting Professions (Code of Ethics for Professional Accountants) that are relevant to my audit of the financial statements, and I have fulfilled my other ethical responsibilities in accordance with the Code of Ethics for Professional Accountants. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Key Audit Matters

Key audit matters are those matters that, in my professional judgement, were of most significance in my audit of the financial statements of the current period. These matters were addressed in the context of my audit of the financial statements as a whole, and in forming my opinion thereon, and I do not provide a separate opinion on these matters.

I have fulfilled the responsibilities described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of my report, including in relation to these matters. Accordingly, my audit included the performance of procedures designed to respond to my assessment of the risks of material misstatement of the financial statements. The results of my audit procedures, including the procedures performed to address the matters below, provide the basis for my audit opinion on the accompanying financial statements as a whole.

Key audit matter and how audit procedures respond is described below.

Valuation of investments in properties

As disclosed in Notes 4.2 and Note 7 to the financial statements, the Trust had investments in properties presented in the statement of financial position as at 31 December 2024, at their fair value of Baht 22,702 million, representing 96% of total assets. These investments are not traded on an active market and a comparable quoted price for the same or similar investments on an inactive market cannot be found. The REIT Manager therefore determined the fair value of these investments based on the value appraised by independent appraisers using an income approach. As the REIT Manager is required to exercise significant judgement with respect to the estimation of future operating results and the determination of a discount rate and key assumptions, therefore there is a significant risk with respect to the measurement of such investments.

I evaluated the internal controls of the Trust related to the calculation of fair value of investments in properties by making enquiry of responsible executives and gaining an understanding of the operation of controls designed by the executives. I considered the extent and objectives of the assessment of fair value made by the independent appraiser and evaluated the techniques and models used by the independent appraiser to measure the fair value, as specified in the appraisal report prepared by the appraiser, by comparing them to my knowledge and past experience regarding the valuation of the same or similar assets. I also considered the consistency of the application of such techniques and models, and evaluated the competence and independence of the independent appraiser by checking publicly available data. In addition, I reviewed the data and key assumptions used in the measurement of fair value, by comparing past estimates of operating results with the Trust's actual operating results to evaluate the judgement of the REIT Manager in terms of projections of operating results, checked them to the lease agreements, and

tested the calculation of the fair value made based on the above models and assumptions. Moreover, I reviewed the disclosure of information related to the measurement of the fair value of investments in properties in the note to the financial statements.

Other Information

The REIT Manager is responsible for the other information. The other information comprise the information included in annual report of the Trust, but does not include the financial statements and my auditor's report thereon. The annual report of the Trust is expected to be made available to me after the date of this auditor's report.

My opinion on the financial statements does not cover the other information and I do not express any form of assurance conclusion thereon.

In connection with my audit of the financial statements, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or my knowledge obtained in the audit or otherwise appears to be materially misstated.

When I read the annual report of the Trust, if I conclude that there is a material misstatement therein, I am required to communicate the matter to those charged with governance for correction of the misstatement.

Responsibilities of REIT Manager and Those Charged with Governance for the Financial Statements

The REIT Manager is responsible for the preparation and fair presentation of the financial statements in accordance with the Accounting Guidance for Property Funds, Real Estate Investment Trusts, Infrastructure Funds and Infrastructure Trusts issued by the Association of Investment Management Companies and approved by the Securities and Exchange Commission of Thailand, and for such internal control as the REIT Manager determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the REIT Manager is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the REIT Manager either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Thai Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Thai Standards on Auditing, I exercise professional judgement and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the REIT Manager.

- Conclude on the appropriateness of the REIT Manager's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in my auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

I communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I identify during my audit.

I also provide those charged with governance with a statement that I have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on my independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, I determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. I describe these matters in my auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, I determine that a matter should not be communicated in my report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

I am responsible for the audit resulting in this independent auditor's report.

Wilaiporn Chaowiwatkul

Wilaiporn Chaowiwatkul

Certified Public Accountant (Thailand) No. 9309

EY Office Limited

Bangkok: 24 February 2025

LH Hotel Leasehold Real Estate Investment Trust

Statement of financial position

As at 31 December 2024

(Unit: Baht)

	Note	2024	2023
Assets			
Investments in securities at fair value			
through profit or loss	6, 15	269,354,523	175,167,106
Investments in properties at fair value	7	22,702,000,000	21,924,000,000
Cash at bank	8, 15	10,052,327	2,652,975
Accounts receivable from rental	9, 15	611,474,722	442,299,555
Accounts receivable from interest		7,033	1,528
Other assets		14,792,958	23,239,309
Total assets		23,607,681,563	22,567,360,473
Liabilities			
Interest payable	15	64,368,902	122,980,205
Accrued expenses	15	18,210,045	27,850,057
Long-term loans	11, 15	9,946,266,883	10,167,902,375
Other liabilities		30,377,148	3,149,020
Total liabilities		10,059,222,978	10,321,881,657
Net assets		13,548,458,585	12,245,478,816

The accompanying notes are an integral part of the financial statements.

LH Hotel Leasehold Real Estate Investment Trust

Statement of financial position (continued)

As at 31 December 2024

(Unit: Baht)

	Note	2024	2023
Net assets:			
Capital from unitholders	12	11,128,919,458	11,128,919,458
Retained earnings	13	2,419,539,127	1,116,559,358
Net assets		13,548,458,585	12,245,478,816
Net asset value per unit		12.9165	11.6743
Number of units issued at the end of year (units)		1,048,919,900	1,048,919,900

The accompanying notes are an integral part of the financial statements.



(Mr. Natkawin Jiamchoatpatanakul)

Senior Vice President

Infrastructure and Property Fund Department



(Mrs. Narumol Senthong)

Vice President

Fund Accounting Department

LH Hotel Leasehold Real Estate Investment Trust

Detail of investments

As at 31 December 2024

Detail of investments classified by asset classes.

Type of investments	Areas held by the Trust	Issued No. / Issue name	Maturity date leasehold right	Yield rate (%)	2024			2023		
					Cost	Fair value	Percentage of investment	Cost	Fair value	Percentage of investment
					(Baht)	(Baht)	(Percent)	(Baht)	(Baht)	(Percent)
Investments in properties (Note 7)										
Grande Centre Point Hotel Terminal 21										
Location: Sukhumvit 19 (Wattana)										
Klongtoey-Nua, Wattana, Bangkok	47,298 Sqm.		31 August 2040		3,753,408,709	4,506,000,000	19.62	3,753,408,709	4,389,500,000	19.86
Grande Centre Point Hotel Ratchadamri										
Location: Soi Mahadlekluang 1, Ratchadamri Road										
Lumpini, Pathumwan, Bangkok	66,628 Sqm.		31 May 2038		3,789,882,350	3,900,000,000	16.98	3,789,882,350	3,883,400,000	17.57
Grande Centre Point Hotel Sukhumvit 55										
Location: Sukhumvit 55 (Thong Lo)										
Klongtoey-Nua, Wattana, Bangkok	42,920 Sqm.		30 March 2047		4,199,495,010	3,928,000,000	17.10	4,199,495,010	3,871,100,000	17.52
Grande Centre Point Hotel Space Pattaya										
Location: 888 Moo 5, Na Kluea										
Bang Lamung, Chon Buri	75,648 Sqm.		31 August 2052		6,417,100,140	7,121,000,000	31.00	6,417,100,140	6,664,000,000	30.16
Grande Centre Point Hotel Pattaya										
Location: 456 Moo 6, Na Kluea										
Bang Lamung, Chon Buri	41,022 Sqm.		13 January 2049		3,082,890,050	3,247,000,000	14.13	3,082,890,050	3,116,000,000	14.10
Total investment in properties					21,242,776,259	22,702,000,000	98.83	21,242,776,259	21,924,000,000	99.21
Investments in securities (Note 6)										
Bonds										
Bank of Thailand		CB25220A	20 February 2025	1.70	49,883,832	49,883,832	0.22	-	-	-
Bank of Thailand		CB25227A	27 February 2025	2.06	108,652,537	108,650,473	0.47	-	-	-
Treasury bills										
Ministry of Finance		TB25604A	4 June 2025	1.77	693,945	694,817	0.00	-	-	-
Unit trust										
LH Treasury Fund		LHTREASURY-L	-		110,000,000	110,125,401	0.48	174,493,545	175,167,106	0.79
Total investment in securities					269,230,314	269,354,523	1.17	174,493,545	175,167,106	0.79
Total investments					21,512,006,573	22,971,354,523	100.00	21,417,269,804	22,099,167,106	100.00

The accompanying notes are an integral part of the financial statements.

LH Hotel Leasehold Real Estate Investment Trust

Statement of comprehensive income

For the year ended 31 December 2024

(Unit: Baht)

	Note	2024	2023
Investment income			
Rental income	7.2, 15, 19	2,351,351,372	1,320,810,549
Interest income		903,623	3,304,371
Other income		647,860	1,342,056
Total income		2,352,902,855	1,325,456,976
Expenses			
Cost of rental		40,716,029	33,366,360
REIT management fee	14.1, 15	26,986,577	20,751,738
Trustee's fee	14.2, 15	17,541,275	10,649,210
Registrar's fee	14.3	3,032,769	1,660,942
Professional fee		3,380,992	17,610,867
Administrative expenses		4,304,428	13,105,967
Finance cost	15	462,540,015	279,043,951
Total expenses		558,502,085	376,189,035
Net gains from investing		1,794,400,770	949,267,941
Net gains on investments			
Net gains on investments		5,566,031	3,032,186
Net gains on change in investments at fair value		777,450,648	624,626,442
Total net gains on investments		783,016,679	627,658,628
Increase in net assets resulting from operations		2,577,417,449	1,576,926,569

The accompanying notes are an integral part of the financial statements.

LH Hotel Leasehold Real Estate Investment Trust**Statement of changes in net assets****For the year ended 31 December 2024**

(Unit: Baht)

	Note	2024	2023
Increase in net assets resulting from operations during year			
Net gains from investing		1,794,400,770	949,267,941
Net gains on investments		5,566,031	3,032,186
Net gains on change in investments at fair value		777,450,648	624,626,442
Increase in net assets resulting from operations		2,577,417,449	1,576,926,569
Increase in capital from unitholders	12	-	5,076,955,458
Distributions to unitholders	16	(1,274,437,680)	(715,433,467)
Increase in net assets during year		1,302,979,769	5,938,448,560
Net assets at the beginning of year		12,245,478,816	6,307,030,256
Net assets at the end of year		13,548,458,585	12,245,478,816

The accompanying notes are an integral part of the financial statements.

LH Hotel Leasehold Real Estate Investment Trust

Statement of cash flows

For the year ended 31 December 2024

(Unit: Baht)

	2024	2023
Cash flows from operating activities		
Increase in net assets resulting from operations	2,577,417,449	1,576,926,569
Adjustments to reconcile net increase (decrease) in net assets resulting from operations to net cash provided by (used in) operating activities:		
Net gains on investments	(5,566,031)	(3,032,186)
Net gains on change investments at fair value	(777,450,648)	(624,626,442)
Purchases of investments in properties	-	(9,499,990,190)
Purchases of investments in securities	(2,114,331,460)	(1,001,000,000)
Sales of investments in securities	2,025,645,772	1,040,000,000
Increase in accounts receivable from rental	(169,175,167)	(154,031,836)
Increase in accounts receivable from interest	(5,505)	(575)
Decrease (increase) in other assets	8,446,351	(17,859,844)
Increase (decrease) in accrued expenses	(9,640,012)	17,167,058
Increase (decrease) in other liabilities	27,228,128	(8,831,409)
Amortisation of discount on investments	(485,050)	-
Finance cost	462,540,015	279,043,951
Net cash flows from (used in) operating activities	2,024,623,842	(8,396,234,904)
Cash flows from financing activities		
Cash received from capital from unitholders	-	5,110,000,000
Cash paid for the costs of issuing and offering of trust units	-	(33,044,542)
Cash paid for interest expenses	(494,011,810)	(304,926,701)
Cash received from drawdown long-term loan	-	4,440,000,000
Repayment of long-term loan	(248,775,000)	(113,350,000)
Distribution to unitholders	(1,274,437,680)	(715,433,467)
Net cash flows from (used in) financing activities	(2,017,224,490)	8,383,245,290
Net increase (decrease) in cash at bank	7,399,352	(12,989,614)
Cash at bank at the beginning of year	2,652,975	15,642,589
Cash at bank at the end of year (Note 8)	10,052,327	2,652,975

The accompanying notes are an integral part of the financial statements.

LH Hotel Leasehold Real Estate Investment Trust

Notes to financial statements

For the year ended 31 December 2024

1. Description of LH Hotel Leasehold Real Estate Investment Trust

LH Hotel Leasehold Real Estate Investment Trust ("the Trust") is a real estate investment trust established under the Trust for Transaction in Capital Market Act, B.E. 2550 in accordance with the Trust Deed signed on 11 December 2015 between Land and Houses Fund Management Company Limited as the Trust Settlor and SCB Asset Management Company Limited as the Trustee. On 11 December 2015, the Trust was established as a specific closed-end real estate investment trust with an indefinite term. The Trust's objectives are to mobilise funds raised from general investors to invest in the leasehold right in immovable properties and the ownership of movable properties. The Trust shall invest in such leasehold right and procure its benefits from such immovable properties by ways of leasing or subleasing immovable properties invested by the Trust, and by performing any other relevant and necessary acts for the interest of the Trust with an aim of generating income and returns for the Trust and its unitholders. The Trust may invest in other relevant properties as required in the Trust Deed.

The Trust is managed by Land and Houses Fund Management Company Limited ("the REIT Manager"), SCB Asset Management Company Limited acts as the Trustee and L&H Hotel Management Company Limited leases the properties to operate hotels.

The Trust's major unitholders are LH Mall and Hotel Company Limited and LH Financial Group Public Company Limited, which hold 26.04% and 4.59% respectively accordingly to the registry of unitholders on 30 December 2024 (2023: 26.17% and 4.59%, respectively).

Currently, the Trust invests in the leasehold right in immovable properties and the ownership of movable properties of five projects; Grande Centre Point Hotel Terminal 21, Grand Centre Point Hotel Ratchadamri, Grand Centre Point Hotel Sukhumvit 55, Grand Centre Point Hotel Space Pattaya and Grand Centre Point Hotel Pattaya.

2. Distribution policy

The Trust has a policy to pay distributions to unitholders as follows:

- (1) The REIT Manager shall pay distributions to unitholders that, in aggregate, amount to not less than 90% of adjusted net profit for the year and not less than two times per annum. However, the REIT Manager may consider payment of additional dividends to unitholders when it is determined to be necessary and appropriate.

The adjusted net profit means the net profit of the Trust determined on a cash basis.

- (2) In case the Trust has accumulated losses, the REIT Manager will not pay the distributions to the unitholders.

In considering the payment of distribution, if the value of interim distribution per unit to be paid is lower than or equal to Baht 0.10, the REIT Manager reserves the right not to pay distribution at that time and to bring such distribution forward for payment together with the next distribution payment.

3. Basis of preparation

The financial statements have been prepared in accordance with the Accounting Guidance for Property Funds, Real Estate Investment Trusts, Infrastructure Funds and Infrastructure Trusts issued by the Association of Investment Management Companies and approved by the Securities and Exchange Commission of Thailand.

The financial statements in Thai language are the official statutory financial statements of the Trust. The financial statements in English language have been translated from the Thai language financial statements.

4. Accounting policies

4.1 Revenues and expenses recognition

Income from rental is recognised as revenue in profit and loss on a straight-line basis over the lease term.

Interest income is recognised on an accrual basis based on the effective interest rate.

Premium or discounts on debt instruments are amortised evenly over the remaining term of the debt instruments, using the effective interest rate, and are treated as part of interest income.

Expenses are recorded on an accrual basis.

Interest expense from financial liabilities at amortised cost is calculated using the effective interest method and recognised on an accrual basis.

4.2 Investments in properties

Investments in properties are recognised as assets at cost on the date which the Trust has rights on investments. The cost of investments comprises the purchase price and all direct expenses paid by the Trust in order to acquire such investments.

The REIT Manager measured fair value at the first reporting date after acquisition of the properties based on the cost of investments, and will remeasure them at subsequent reporting dates at fair value, using the appraisal value assessed by independent appraisers approved by the Thai Valuer Association and the Valuers Association of Thailand (Pursuant to the Notification of the Office of the Securities and Exchange Commission concerning the granting of approval of valuation companies and principle valuers for public use). Valuation will be made when economic conditions change, but at least every two years, commencing from the date of the appraisal made for the purposes of purchasing the immovable properties. In addition, the valuation will be reviewed within one year after the latest valuation date. The REIT Manager will not appoint any appraiser to appraise the property for more than two consecutive times.

Gains or losses on measurement of such investments are presented as net gain or loss on change investments at fair value through profit or loss in the statement of comprehensive income.

4.3 Financial instruments

The Trust initially measures financial instruments at its fair value through profit or loss, less transaction costs in the case of financial liabilities that are not measured at fair value through profit or loss.

Classification and measurement of financial instruments

All financial assets are classified as financial assets at fair value through profit or loss and subsequently measured at fair value through profit or loss.

All financial liabilities are classified as financial liabilities measured at amortised cost using the EIR method.

Regular way purchases and sales of financial assets

Regular way purchases or sales of financial assets that require delivery of assets within a time frame established by regulation or convention in the marketplace are recognised on the trade date, i.e., the date on which the Trust commits to purchase or sell the asset.

Derecognition of financial instruments

A financial asset is primarily derecognised when the rights to receive cash flows from the asset have expired or have been transferred and either the Trust has transferred substantially all the risks and rewards of the asset, or the Trust has neither transferred nor retained substantially all the risks and rewards of the asset but has transferred control of the asset.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires.

Cash at bank

Cash at bank is presented using the sum of principal and accrued interest as of the date on which the investment is valued to determine fair value. Accrued interest is separately presented in the statement of financial position as "Accounts receivable from interest".

Accounts receivable from rental

Accounts receivable from rental are stated at the net realisable value, which considered to be the nearest equivalent to fair value.

4.4 Leases

At inception of contract, the Trust assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The Trust as a lessee

Short-term leases and Leases of low-value assets

Payments under leases that, have a lease term of 12 months or less at the commencement date, or are leases of low-value assets, are recognised as expenses on a straight-line basis over the lease term.

The Trust as a lessor

A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership of an underlying asset to a lessee. Lease receivables from operating leases is recognised as income in profit or loss on a straight-line basis over the lease term. Initial direct costs incurred in obtaining an operating lease are added to the carrying amount of the underlying assets and recognised as an expense over the lease term on the same basis as the lease income.

4.5 Related party transactions

Related parties of the Trust comprise enterprises and individuals that control, or are controlled by, the Trust, whether directly or indirectly, or which are under common control with the Trust.

They also include the REIT Manager, the Trustee and their related parties and included associated companies and individuals which directly or indirectly own a voting interest in the Trust that gives them significant influence over the Trust, key management personnel and directors of the REIT Manager with authority in planning and directing the Trust's operations.

4.6 Distribution to unitholders

Decreases in retained earnings are recognised as at the date a cash dividend is declared.

4.7 Provisions

Provisions are recognised when the Trust has a present obligation as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

4.8 Income tax

The Trust has no corporate income tax liability since the Trust is exempted from Thailand corporate income tax.

4.9 Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between buyer and seller (market participants) at the measurement date. The Trust apply a quoted market price in an active market to measure their assets and liabilities that are required to be measured at fair value by the Accounting Guidance. Except in case of no active market of an identical asset or liability or when a quoted market price is not available, the Trust measure fair value using valuation technique that are appropriate in the circumstances and maximises the use of relevant observable inputs related to assets and liabilities that are required to be measured at fair value.

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within the fair value hierarchy into three levels based on categorise of input to be used in fair value measurement as follows:

Level 1 - Use of quoted market prices in an observable active market for such assets or liabilities

Level 2 - Use of other observable inputs for such assets or liabilities, whether directly or indirectly

Level 3 - Use of unobservable inputs such as estimates of future cash flows

At the end of each reporting period, the Trust determine whether transfers have occurred between levels within the fair value hierarchy for assets and liabilities held at the end of the reporting period that are measured at fair value on a recurring basis.

5. Significant accounting judgements and estimates

The preparation of financial statements in conformity with the Accounting Guidance at times requires the Trust's management to make subjective judgements and estimates regarding matters that are inherently uncertain. These judgements and estimates affect reported amounts and disclosures; and actual results could differ from these estimates. Significant judgements and estimates are as follows:

Fair value of investment in properties

The Trust measures its investments in properties on the statement of financial position date at fair value based on the value as assessed by independent appraisers. The independent appraisers value the investments by using the income approach, because there is no market price that could be used to apply a comparative approach. The key assumptions used in estimating the fair value are occupancy rate, average room rate and discount rate. The Trust considers such fair value is appropriate. However, the actual returns to be received by the Trust on such investments in properties could differ depending upon certain factors and conditions which will be incurred to the assets in the futures.

Fair value of financial instruments

In determining the fair value of financial instruments that are not actively traded and for which quoted market prices are not readily available, the Trust's management exercises judgement, using a variety of valuation techniques and models. The input to these models is taken from observable markets, and includes consideration of liquidity, correlation and longer-term volatility of financial instruments.

6. Investments in securities at fair value through profit or loss

Movements of the investments in securities at fair value through profit or loss during the years ended 31 December 2024 and 2023 are as follows:

	(Unit: Thousand Baht)	
	2024	2023
Beginning of the year	175,167	210,818
Purchase	2,114,331	1,001,000
Disposals	(2,025,646)	(1,040,000)
Amortisation of discount on investments	485	-
Net gains on investments	5,566	3,032
Net gains (losses) on change in investments at fair value	(549)	317
End of the year	269,354	175,167

7. Investments in properties at fair value

	(Unit: Thousand Baht)	
	2024	2023
Investments in properties at fair value - beginning of the year	21,924,000	11,799,700
Add: Investment in immovable assets	-	9,090,000
Purchases of fixed assets	-	310,000
Registration fee with Department of Lands	-	99,990
Net gains on change in investments at fair value from the revaluation	778,000	624,310
Investments in properties at fair value - end of the year	22,702,000	21,924,000

- 7.1 During the years 2024 and 2023, the Trust hired independent appraisers to appraise the value of its investments in properties, the Grand Centre Point Hotel Terminal 21, the Grand Centre Point Hotel Ratchadamri, the Grand Centre Point Hotel Sukhumvit 55, the Grand Centre Point Hotel Space Pattaya and the Grand Centre Point Hotel Pattaya, using the income approach method. The Trust adjusted these property investments to their fair value and recognised net gain or loss on change in investments at fair value from the revaluation in the statements of comprehensive income.

Key assumptions used in the valuation are summarised below:

	2024	2023	Result to fair value where as an increase in assumption value
Occupancy rate (%)	87.00 - 89.00	85.00 - 90.00	Increase in fair value
Discount rate (%)	10.50	10.50 - 10.80	Decrease in fair value
Average room rate (Baht/Room/Day)	3,700 - 5,900	3,450 - 5,700	Increase in fair value

- 7.2 The details of the leasing of property of project are as follows:

			(Unit: Million Baht)	
Project	Lessee	Lease period	Rental income	
			2024	2023
Grande Centre Point Hotel Terminal 21	L&H Hotel Management Co., Ltd.	16 December 2021 to 15 December 2024	486	460
Grande Centre Point Hotel Terminal 21	L&H Hotel Management Co., Ltd.	16 December 2024 to 31 December 2024	30	-
Grande Centre Point Hotel Ratchadamri	L&H Hotel Management Co., Ltd.	15 June 2020 to 14 June 2023	-	191
Grande Centre Point Hotel Ratchadamri	L&H Hotel Management Co., Ltd.	15 June 2023 to 14 June 2026	479	235
Grande Centre Point Hotel Sukhumvit 55	L&H Hotel Management Co., Ltd.	1 January 2023 to 31 December 2025	327	303
Grande Centre Point Hotel Space Pattaya	L&H Hotel Management Co., Ltd.	15 November 2023 to 14 November 2025	-	86

			(Unit: Million Baht)	
Project	Lessee	Lease period	Rental income	
			2024	2023
Grande Centre Point Hotel Space Pattaya	L&H Hotel Management Co., Ltd.	1 January 2024 to 31 December 2026	693	-
Grande Centre Point Hotel Pattaya	L&H Hotel Management Co., Ltd.	15 November 2023 to 14 November 2025	-	46
Grande Centre Point Hotel Pattaya	L&H Hotel Management Co., Ltd.	1 January 2024 to 31 December 2026	336	-
			2,351	1,321

On 21 June 2023, the Trust entered into a new lease agreement to rent assets of Grande Centre Point Hotel Ratchadamri as the previous lease agreement ended in June 2023, with terms of 3 years. The effective date is on 15 June 2023. The lease agreement can be extended in accordance with the conditions stipulated in the agreement. The Trust agreed to receive a fixed rental income plus variable rental income in accordance with the conditions stipulated in the agreement.

On 15 November 2023, the Trust invested in the Grande Centre Point Hotel Space Pattaya and the Grande Centre Point Hotel Pattaya by entering into a property lease agreement and purchasing movable assets with LH Mall and Hotel Company Limited, a subsidiary of Land and Houses Public Company Limited. The Trust agreed to pay related expenses, totaling Baht 9,500 million. The leasehold rights are for a period of 29 years, maturing on 31 August 2052 and for a period of 25 years, maturing on 13 January 2049, respectively. The Trust used loans from financial institutions, as described in Note 11, and capital received from unitholders, as described in Note 12, for the investment. The Trust entered into lease agreements to rent assets of Grande Centre Point Hotel Space Pattaya and the Grande Centre Point Hotel Pattaya with L&H Hotel Management Company Limited. The Trust agreed to receive a fixed rental income plus variable rental income in accordance with the conditions stipulated in the agreement and the lease agreements ended in December 2023. The lease agreement can be extended in accordance with the conditions stipulated in the agreement. Subsequently, in December 2023, the Trust exercised its right to extend and entered into a new lease agreement to rent assets of Grande Centre Point Hotel Space Pattaya and Grande Centre Point Hotel Pattaya as the previous lease agreement ended in December 2023, with terms of 3 years. The lease agreement can be extended in accordance with the conditions stipulated in the agreement. The Trust agreed to receive a fixed rental income plus variable rental income in accordance with the conditions stipulated in the agreement.

In December 2024, the Trust entered into a new lease agreement to rent assets of Grande Centre Point Hotel Terminal 21 with L&H Hotel Management Company Limited, with terms of no later than 3 years. The first lease agreement is between 16 December 2024 to 31 December 2024. The Trust holds the right to renew the sublease of assets for another 3 terms, each of which shall be for a period of no more than 3 years (ending no later than 31 December 2033). The Trust agreed to receive a fixed rental income plus variable rental income in accordance with the conditions stipulated in the agreement. Subsequently, in January 2025, the Trust exercised its right to extend and entered into a new lease agreement to rent assets of Grande Centre Point Hotel Terminal 21 as the previous lease agreement ended in December 2024, with terms of 3 years. The lease agreement can be extended in accordance with the conditions stipulated in the agreement. The Trust agreed to receive a fixed rental income plus variable rental income in accordance with the conditions stipulated in the agreement.

8. Cash at bank

As at 31 December 2024 and 2023, the Trust has the details of cash at bank as follows:

	Principal		Interest rate	
	(Thousand Baht)		per annum (%)	
	2024	2023	2024	2023
Saving account				
The Siam Commercial Bank Public				
Company Limited	10,052	2,653	0.400	0.500
Total cash at bank	10,052	2,653		

9. Accounts receivable from rental

The balance of accounts receivable from rental as at 31 December 2024 and 2023 aged on the basis of due date, are summarised below:

	(Unit: Thousand Baht)	
	2024	2023
<u>Age of receivables</u>		
Not yet due	611,475	442,300

10. Short-term credit facilities

As at 31 December 2024 and 2023, the Trust had unutilised revolving credit facilities totaling Baht 150 million.

11. Long-term loans

(Unit: Thousand Baht)

Loan	Interest rate (%)	Repayment schedule	2024	2023
1	Fixed rate per annum for the first year to third year and at a rate MLR minus fixed rate per annum thereafter.	Principal and interest are to be paid quarterly, with first principal payment due in March 2019, and final settlement of loan is to be made within December 2031.	619,677	643,777
2	Fixed rate per annum for the first year to second year and at a rate MLR minus fixed rate per annum thereafter.	Principal and interest are to be paid quarterly, with first principal payment due in March 2023, and final settlement of loan is to be made within December 2032	430,100	446,200
3	Fixed rate per annum for the first year to second year and at a rate MLR minus fixed rate per annum thereafter.	Principal and interest are to be paid quarterly, with first principal payment due in March 2023, and final settlement of loan is to be made within March 2033	208,100	378,200
4	Fixed rate per annum for the first 42 months and at a rate MLR minus fixed rate per annum thereafter.	Principal and interest are to be paid quarterly, with first principal payment due in June 2023, and final settlement of loan is to be made within March 2033.	1,075,875	1,114,350
5	Fixed rate per annum for the first 36 months and at a rate MLR minus fixed rate per annum thereafter	Principal and interest rate to be paid quarterly, with first principal payment due in March 2026, and final settlement of loan is to be made within December 2035	3,060,000	3,060,000
6	Rate MLR minus fixed rate per annum thereafter	Principal and interest rate to be paid quarterly, with first principal payment due in March 2027, and final settlement of loan is to be made within November 2028	1,000,000	1,000,000
7	Rate MLR minus fixed rate per annum thereafter	Principal and interest rate to be paid quarterly, with first principal payment due in March 2027, and final settlement of loan is to be made within November 2028	2,100,000	2,100,000
8	Rate MLR minus fixed rate per annum thereafter	Principal and interest rate to be paid quarterly, with first principal payment due in March 2027, and final settlement of loan is to be made within December 2028	1,340,000	1,340,000
Total			9,833,752	10,082,527
Add: Deferred interest under effective interest rate			112,515	85,375
Net			9,946,267	10,167,902
Less: Current portion			(127,184)	(94,775)
Long-term loans, net of current portion			9,819,083	10,073,127

Movement of the long-term loans during years ended 31 December 2024 and 2023 are summarised below.

	(Unit: Thousand Baht)	
	2024	2023
Beginning balance	10,082,527	5,755,877
Additional borrowing	-	4,440,000
Repayment	(248,775)	(113,350)
Ending balance	9,833,752	10,082,527

Long-term credit facilities are unsecured loans. The loan agreements contain certain covenants as specified in the agreements that, among other things, require the Trust to maintain certain loan to assets ratio, debt to equity ratio and debt service coverage ratio according to the agreements.

In addition, the parent company of the Trust's major unitholder, Land and Houses Public Company Limited, agreed to provide assurance to the lenders, whereby there are certain covenants pertaining to, among other things, as follows:

- The affiliates and/or subsidiaries are sublease of the Grande Centre Point Terminal 21 for a period of 3 years and for a further 2 periods of not more than 3 years total not less than 9 years from date of incorporation. The replacement of the sublessee must receive the consent of the lender, unless the Trust does not exercise its right to require the sublessee to renew the sublease. However, the lease period shall not be less than three years.
- The affiliates and/or subsidiaries are the sublessee of the Grand Centre Point Ratchadamri for a period of 3 years and for a further 2 periods of not more than 3 years total not less than 9 years from date of the borrower invested in additional properties. The replacement of the sublessee must receive the consent of the lender, unless the Trust does not exercise its right to require the sub-lessee to renew the sublease. However, the sublease period shall not be less than three years.

As at 31 December 2024 and 2023, the Trust does not have any outstanding long-term credit facilities.

12. Capital from unitholders

Movements of trust units and net capital from unitholders are as follows:

	Units	Per units	Amount
	(Million units)	(Baht)	(Million Baht)
Capital as at 11 December 2015			
(date of establishment)	314	10.00	3,140
The first capital received from unitholders	224	13.00	2,912
The second capital received from unitholders	511	10.00	5,110
Less: Costs of issuing and offering trust units	-		(33)
Total balance as at 31 December 2023	1,049		11,129
Total balance as at 31 December 2024	1,049		11,129

13. Retained earnings

(Unit: Thousand Baht)

	2024	2023
Retained earnings - beginning of the year	1,116,559	255,066
Net gains from investing	1,794,401	949,268
Net gains on investments	5,566	3,032
Net gains on change in investments at fair value	777,451	624,626
Distribution to unitholders during the year	(1,274,438)	(715,433)
Retained earnings - end of the year	2,419,539	1,116,559

14. Expenses

14.1 REIT management fee

REIT management fee is calculated on a monthly basis, at a rate not exceeding 2% per annum of the Trust's net assets, with a minimum fee of Baht 3,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes).

In July 2023, the REIT manager amended the Trust deed and adjusted REIT management fee to a rate not exceeding 1% per annum of the total asset value of the Trust, with a minimum fee of Baht 3,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes). The effective date is 1 July 2023.

14.2 Trustee's fee

Trustee's fee is calculated on a monthly basis, at a rate not exceeding 1% per annum of the Trust's adjusted net assets, with a minimum fee of Baht 2,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes).

The Trust's adjusted net assets mean total assets minus total non-interest bearing liabilities and long-term loans of the Trust to the extent that these do not exceed 10% of total assets.

In July 2023, the REIT manager amended the Trust deed and adjusted Trustee's fee to a rate not exceeding 0.85% per annum of the total asset value of the Trust, with a minimum fee of Baht 2,000,000 per annum (exclusive of value added tax, specific business tax or any other similar taxes). The effective date is 1 July 2023.

14.3 Registrar's fee

Registrar fee is calculated on a monthly basis, at a rate not exceeding 1% per annum of the Trust's net assets (exclusive of value added tax, specific business tax or any other similar taxes).

15. Related party transactions

The relationships between the Trust and its related parties are summarised below.

<u>Company's Name</u>	<u>Relationship</u>	<u>Details of Business Transactions</u>
Land and Houses Fund Management Company Limited	- REIT Manager	- Receive REIT management fee from the Trust
SCB Asset Management Company Limited	- Trustee	- Receive Trustee's fee from the Trust
L&H Hotel Management Company Limited	- Lessee	- Has entered into sub-lease asset agreement, as the lessee
L&H Property Company Limited	- Property owner	- Has entered into lease asset agreement, as the lessor
The Siam Commercial Bank Public Company Limited	- The parent company of SCB Asset Management Company Limited	- Receive deposit and provide loan to the Trust
LH Mall and Hotel Company Limited	- Major unitholder - Property manager - Property owner	- Receive distribution from the Trust - Has entered into lease asset agreement, as the lessor
Land and Houses Bank Public Company Limited	- Unitholder	- Provide loan to the Trust - Receive distribution from the Trust
LH Financial Group Public Company Limited	- Major unitholder	- Receive distribution from the Trust

<u>Company's Name</u>	<u>Relationship</u>	<u>Details of Business Transactions</u>
Land and Houses Securities Public Company Limited	- Unitholder	- Receive distribution from the Trust

During the year, the Trust had significant business transactions with its related parties, which have been agreed upon in the ordinary course of business between the Trust and its related parties. The pricing policies and amount for particular type of transactions are as follows:

	2024	2023	(Unit: Thousand Baht) Pricing Policy
Land and Houses Fund Management Company Limited			
REIT management fee	26,987	20,752	As detailed in Note 14.1
SCB Asset Management Company Limited			
Trustee's fee	17,541	10,649	As detailed in Note 14.2
L&H Hotel Management Company Limited			
Rental income	2,351,351	1,320,811	Contract price
The Siam Commercial Bank Public Company Limited			
Interest expenses	198,240	109,834	As detailed in Note 11
Land and Houses Bank Public Company Limited			
Interest expenses	202,589	161,243	As detailed in Note 11
Distribution to unitholders	32,769	19,338	As declaration
LH Mall and Hotel Company Limited			
Distribution to unitholders	331,853	105,374	As declaration
Purchase of investments in immovable properties	-	9,090,000	Close to appraisal value (Note 7)
Purchase of investments in movable properties	-	310,000	Market rate
LH Financial Group Public Company Limited			
Distribution to unitholders	58,441	34,488	As declaration
Land and Houses Securities Public Company Limited			
Distribution to unitholders	19,440	16,916	As declaration

As at 31 December 2024 and 2023, the Trust has the following significant outstanding balances with its related parties as follows:

	2024	2023
Land and Houses Fund Management Company Limited		
Investment in securities	110,125	175,167
Accrued REIT management fee	4,603	4,806
SCB Asset Management Company Limited		
Accrued trustee's fee	2,992	2,747

	(Unit: Thousand Baht)	
	2024	2023
L&H Hotel Management Company Limited		
Accounts receivable from rental	611,475	442,300
The Siam Commercial Bank Public Company Limited		
Cash at bank	10,052	2,653
Interest payable	63,161	107,788
Long-term loans	4,225,652	4,304,327
Land and Houses Bank Public Company Limited		
Interest payable	879	7,224
Long-term loans	4,268,100	4,438,200

16. Distributions to unitholders

Distributions declared during the years consisted of the following:

Declaration date	For operating results	Units (Thousand units)	Per unit (Baht)	Total (Thousand Baht)
24 February 2023	As from 1 October 2022 to 31 December 2022 and retain earnings	537,920	0.4500	242,064
19 May 2023	As from 1 January 2023 to 31 March 2023	537,920	0.2500	134,480
10 August 2023	As from 1 April 2023 to 30 June 2023	537,920	0.3300	177,513
18 September 2023	As from 1 July 2023 to 15 September 2023	537,920	0.3000	161,376
Total distributions for the year 2023			1.3300	715,433
28 February 2024	As from 16 September 2023 to 31 December 2023	1,048,920	0.2700	283,208
15 May 2024	As from 1 January 2024 to 31 March 2024	1,048,920	0.3000	314,676
15 August 2024	As from 1 April 2024 to 30 June 2024	1,048,920	0.3100	325,165
14 September 2024	As from 1 July 2024 to 30 September 2024	1,048,920	0.3350	351,388
Total distributions for the year 2024			1.2150	1,274,437

17. Information on investment purchase and sales transactions

The Trust's investment purchase and sales transactions during the year, excluding cash at banks and promissory notes, amounted to Baht 4,140 million (2023: Baht 11,541 million) which is 32.60% (2023: 156.06%) of the average net asset values during the year.

18. Commitments and contingent liabilities

As at 31 December 2024 and 2023, the Trust is committed to pay fees to counterparties under the terms and conditions as specified in Note 14 to the financial statements.

19. Segment Information

Operating segment information is reported in a manner consistent with the internal reports that are regularly reviewed by the chief operating decision maker in order to make decisions about the allocation of resources to the segment and assess its performance.

The Trust is principally engaged in the rental of immovable and moveable properties. Its operation is carried on only in Thailand. Segment performance is measured based on operating profit or loss, on a basis consistent with that used to measure operating profit or loss in the financial statements. As a result, all of the revenues, operating profits or losses and assets as reflected in these financial statements pertain to the aforementioned reportable operating segment and geographical area.

Major customers

For the year 2024, the Trust has revenue from a major customer in amount of Baht 2,351 million (2023: Baht 1,321 million) arising from the rental of immovable and movable properties segment.

20. Fair value of financial instruments

As of 31 December 2024 and 2023, the Trust had the following assets that were measured at fair value using different levels of inputs as follows:

	(Unit: Million Baht)			
	As at 31 December 2024			
	Level 1	Level 2	Level 3	Total
Financial assets measured at fair value				
Investments in securities	-	269	-	269
Investments in properties	-	-	22,702	22,702

(Unit: Million Baht)

	As at 31 December 2023			
	Level 1	Level 2	Level 3	Total
Financial assets measured at fair value				
Investments in securities	-	175	-	175
Investments in properties	-	-	21,924	21,924

During the current year, there were no transfers within the fair value hierarchy.

21. Financial Instruments

21.1 Financial risk management objectives and policies

The Trust's financial instruments, as defined under the Accounting Guidance, principally comprise cash at banks, accounts receivable from rental, accrued expenses and long-term loan. The financial risks associated with these financial instruments and how they are managed is described below.

Credit risk

Accounting receivable from rental

The Trust is exposed to credit risk primarily with respect to accounts receivable from rental. The Trust's management manages the risk by adopting appropriate credit control policies and procedures and therefore does not expect to incur material financial losses. The maximum exposure to credit risk is limited to the carrying amounts of accounts receivable from rental as stated in the statement of financial position.

Financial instruments and cash at bank

The credit risk on debt instruments is limited because the counterparties are banks with high credit-ratings assigned by international credit-rating agencies.

Interest Rate Risk

The Trust's exposure to interest rate risk relates primarily to its investment in securities, cash at banks and long-term loan. Most of the Trust's financial assets and liabilities bear floating interest rates or fixed interest rates which are close to the market rate.

Significant financial assets and liabilities classified by type of interest rate are summarised in the table below, with those financial assets and liabilities that carry fixed interest rates further classified based on the maturity date or the repricing date if this occurs before the maturity date.

(Unit: Million Baht)

As at 31 December 2024						
	Fixed interest rate		Floating		Total	Effective interest rate (% per annum)
	Within 1 year	Over 1-5 year	interest rate	Non-interest bearing		
Financial assets						
Investments in securities	159	-	-	110	269	1.70 - 2.06
Cash at bank	-	-	10	-	10	0.400
Accounts receivable from rental	-	-	-	611	611	-
	159	-	10	721	890	
Financial liabilities						
Interest payable	-	-	-	64	64	-
Accrued expenses	-	-	-	18	18	-
Long-term loans	-	-	9,946	-	9,946	Note 11
	-	-	9,946	82	10,028	

(Unit: Million Baht)

As at 31 December 2023						
	Fixed interest rate		Floating		Total	Effective interest rate (% per annum)
	Within 1 year	Over 1-5 year	interest rate	Non-interest bearing		
Financial assets						
Investments in securities	-	-	-	175	175	-
Cash at bank	-	-	3	-	3	0.500
Accounts receivable from rental	-	-	-	442	442	-
	-	-	3	617	620	
Financial liabilities						
Interest payable	-	-	-	123	123	-
Accrued expenses	-	-	-	28	28	-
Long-term loans	-	-	10,168	-	10,168	Note 11
	-	-	10,168	151	10,319	

Foreign currency risk

As at 31 December 2024 and 2023, the Trust has no financial instruments in foreign currency.

Liquidity risk

The Trust has highly liquid assets such as cash at bank and investments in securities, including the projected income stream of the Trust, which is sufficient to make scheduled payments as specified in the loan agreement and make capital distributions to the unitholders.

21.2 Fair Values of Financial Instruments

Since the majority of the Trust's financial instruments are short-term in nature or bear floating interest rates, their fair value is not expected to be materially different from the amounts presented in the statement of financial position.

22. Capital Management

The primary objectives of the Trust's financial management are to maintain its ability to continue as a going concern and to maintain an appropriate capital structure in order to provide returns for unitholders in accordance with the Trust's establishment objective.

23. Approval of financial statements

These financial statements were authorised for issue by the Authorised Director of the REIT Manager on 24 February 2025.



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