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Opinions of the Independent Financial Advisor
on HREIT's Acquisition of Assets and Related Party Transactions (Persons
Related to the REIT Manager)

Propose to



The Trust Unitholders of Hemaraj Leasehold Real Estate Investment Trust

Prepared by



Baker Tilly Corporate Advisory Services (Thailand) Company Limited

26 May 2020

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Table of Contents

Glossary.....	4
Executive Summary.....	9
A. Opinions of the Independent Financial Advisor regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager).....	13
1. Nature and Details of the Transaction.....	14
1.1. Objective of the Transaction	14
1.2. Date of the Transaction	14
1.3. Relevant Parties and Nature of Relationship.....	15
1.4. Type and Size of the Transactions.....	15
1.5. Source of fund	16
1.6. Details of HREIT's Additional Investment Assets No. 3	16
1.6.1. General Information of the Major Assets of HREIT to Invest In Additional Investment Assets No.3	16
1.6.2. Characteristics of HREIT's Additional Investment Assets No. 3	20
1.6.3. Guarantee of Occupancy	22
1.6.4. Location	23
1.6.5. Remaining Lease Term.....	28
1.6.6. Details of Tenants of the Additional Investment Assets No. 3	28
1.6.7. Proportion of Lessee classified by Nationality	29
1.6.8. Proportion of Lessee classified by Business	30
1.6.9. Historical Operating Results.....	31
1.7. Summary of the relevant draft agreement.....	31
1.8. Conditions on entry into the Transaction.....	32
1.9. Opinion of the Board of Directors regarding the Connected Transaction	32
1.10. Opinion of the Independent Committee regarding the Connected Transaction.....	33
2. Reasonableness of the the Transaction.....	34
2.1. Advantages of HREIT's Acquisition of Assets.....	34
2.2. Advantages of HREIT's Related Persons to the REIT Manager)	36
2.3. Disadvantages of HREIT's Acquisition of Assets.....	37
2.4. Disadvantages of HREIT's Related Party Transactions (Persons Related to the REIT Manager) ..	37
2.5. Risks from entering into the Transaction.....	37
3. Fairness of Price and Conditions of the Transaction	41
3.1. Fairness of the Transaction Price	41

3.1.1. Book Value Approach.....	41
3.1.2. Discounted Cash Flow Approach by IFA.....	43
Summary of Fairness of The HREIT's Asset Acquisition Price	51
3.2. Appropriateness of Conditions of the Transaction	52
Conclusion of Independent Financial Advisor's Opinion on HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager).....	53
B. Opinions of the Independent Financial Advisor regarding the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager.....	55
1. Nature of the Transaction	55
1.1. Objectives of the Transaction.....	56
1.2. Date of the Transaction	57
1.3. Relevant Parties and Nature of Relationship.....	57
1.4. Type and Size of the Transaction.....	57
1.5. Conditions on entry into the Transaction.....	57
2. Reasonableness of the the Transaction.....	58
2.1. Advantages of Entering into the Transaction with Persons Related to the REIT Manager	58
2.2. Disadvantages of Entering into the Transaction with Persons Related to the REIT Manager	58
2.3. Risks associated with the Transaction with Persons Related to the REIT Manager	59
3. Appropriateness of the conditions of the Transaction.....	59
Conclusion of Independent Financial Advisor's Opinion on the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager	60
Conclusion of Independent Financial Advisor's Opinion.....	61
Attachment 1: Economics and Industry Overview.....	65
Attachment 2: Information on Hemaraj Leasehold Real Estate Investment Trust.....	71
Attachment 3: Performance of Sub-Lessees of the Additional Investment Assets No. 3	82
Attachment 4: The Financial Projection of the Investment in the Additional Investment Assets No. 3.....	87
Attachment 5: Summary of the Draft Agreements Related to the Transactions.....	90
Attachment 6: Summary of Valuation by Independent Appraisers	119

Glossary

“Asset Owners’ Companies”	WHA Industrial Development Public Co., Ltd. (“WHAID”) WHA Eastern Seaboard Industrial Estate Co., Ltd. (“WHA ESIE”) WHA Industrial Building Co., Ltd. (“WHAIB”)
“Company” or “WHA IRM” or “REIT Manager”	WHA Industrial REIT Management Co., Ltd.
“HREIT”	Hemaraj Leasehold Real Estate Investment Trust
“Independent Appraisers”	Grand Asset Advisory Co., Ltd. (“GAA”) and Siam City Appraisal Co., Ltd. (“SCA”)
“WHA ID” or “Property Manager”	WHA Industrial Development Public Company Limited
“BTCAS” or “IFA”	Baker Tilly Corporate Advisory Services (Thailand) Co., Ltd.
“DCF”	Discounted Cash Flow Approach
“ESIE”	Eastern Seaboard Industrial Estate (Rayong)
“FCF”	Free Cash Flow
“H1”	Existing assets of HREIT in the first investment
“H2”	Existing assets of HREIT in the Additional Investment Assets No.1
“H3”	Existing assets of HREIT in the Additional Investment Assets No.2
“H4”	The assets of HREIT to invest in the Additional Investment Assets No.3
“IMF”	International Monetary Fund
“MLR”	Minimum Lending Rate
“NAV”	Net Asset Value
“NPV”	Net Present Value
“NTA”	Net Tangible Asset
“NTD”	New Taiwan Dollar
“SET”	The Stock Exchange of Thailand
“SEC”	The Securities and Exchange Commission, Thailand
“SCBAM” or “Trustee”	SCB Asset Management Company Ltd.
“TAV”	Total Asset Value
“THB”	Thai Baht
“TSD”	Thailand Securities Depository Co., Ltd.
“WACC”	Weighted Average Cost of Capital
“WHA CIE1”	WHA Chonburi Industrial Estate 1
“WHA ESIE”	WHA Eastern Seaboard Industrial Estate Co., Ltd. (“WHA ESIE”)
“WHA ESIE1”	WHA Eastern Seaboard Industrial Estate 1
“WHA ID”	WHA Industrial Development Public Co., Ltd. (“WHAID”)
“WHA IB”	WHA Industrial Building Co., Ltd. (“WHAIB”)
“WHA LP2”	WHA Logistic Park 2
“WHA LP4”	WHA Logistic Park 4
“WHA SIL”	WHA Saraburi Industrial Land

26 May 2020

Subject Opinions of the Independent Financial Advisor regarding HREIT's Acquisition of Assets and Related Party Transactions between HREIT and Persons Related to the REIT Manager

To Trust Unitholders of Hemaraj Leasehold Real Estate Investment Trust

Attachment:

- 1) Economics and Industry Overview
- 2) Information on Hemaraj Leasehold Real Estate Investment Trust
- 3) Performance of Sub-Lessees of the Additional Investment Assets No. 3
- 4) The Financial Projection of the Investment in the Additional Investment Assets No. 3
- 5) Summary of the Draft Agreements Related to the Transactions
- 6) Summary of Valuation by Independent Appraisers

Reference:

- 1) Resolutions of the Board of Directors of WHA Industrial REIT Management Co., Ltd. on 14 May 2020, regarding on the Investment in the Additional Investment Assets No.3, The Capital Increase of HREIT No.2, Loans of HREIT and The Convocation of the Extraordinary General Meeting of the Trust Unitholders of HREIT
- 2) Information Memorandum on the HREIT's Acquisition of Assets and Related Party Transactions between HREIT and Persons Related to the REIT Manager dated 14 May 2020
- 3) Capital Increase Form of Hemaraj Leasehold Real Estate Investment Trust dated 14 May 2020
- 4) Summary of the Draft Agreements Related to the Transactions which are the Draft Lease Agreement, the Draft Movable Properties Sale and Purchase Agreements, the Drafted Addendum Agreement Attached to the Mortgage Agreement, the Draft Undertaking Agreement and the Draft Property Management Agreement
- 5) Indicative Terms and Conditions of Long-Term Loan for Hemaraj Leasehold REIT New Assets Acquisition and Long-Term Loan Refinancing
- 6) Appraisal Report prepared by Siam City Appraisal Co., Ltd. (inspected and appraised on 26 March 2020)
- 7) Appraisal Report prepared by Grand Asset Advisory Co., Ltd. (inspected and appraised on 25 March 2020 and 1 April 2020 respectively)
- 8) Draft legal due diligence report prepared by Chandler MHM Limited dated 5 May 2020
- 9) Building and Land Lease Agreement and Service Agreement with the tenants of HREIT and the Additional Investment in Assets No. 3

- 10) Audited financial statements of HREIT as at 31 December 2017, 31 December 2018, 31 December 2019 and reviewed financial statements as at 31 March 2020
- 11) Company Affidavit, Memorandum of Association and other information and documents, including interview with the management of WHA IRM and concerned officials
- 12) Form 56-1 of HREIT 2019
- 13) Annual Report of HREIT 2019

The Meeting of Board of Directors of WHA Industrial REIT Management Company Limited (the "Company" or "WHA IRM" or "REIT Manager") in its capacity of the REIT Manager of Hemaraj Leasehold Real Estate Investment Trust ("HREIT") on 14 May 2020 passed a resolution to hold an Extraordinary General Meeting No. 1/2020 of the Trust Unitholders of HREIT on 23 June 2020 to consider and approve HREIT to invest in the Additional Investment in Assets No. 3 by leasing lands with factory buildings, offices and other buildings located on such lands, including its component parts for 30 years from the commencement date of the lease period and the right to renew the assets lease term for another 30 years and purchasing any relevant movable properties used for the business operation within the leased properties (the "Additional Investment Assets") in 5 projects from 3 companies as follows: 1) WHA Industrial Development Public Company Limited ("WHAID") 2) WHA Eastern Seaboard Industrial Estate Co., Ltd. ("WHA ESIE") 3) WHA Industrial Building Co., Ltd. ("WHAIB") (collectively the "Asset Owners' Companies") which WHA ESIE and WHAIB are the subsidiaries of WHAID. The investment shall be no more than THB 1,356,600,000 comprised of the rental of lands and buildings and the purchase price of relevant movable properties used for the business operation within the leased properties (exclusive of value added tax, registration fee and specific business tax, and other relevant fees and expenses which shall be borne by HREIT). HREIT shall have the right to extend the lease for another 30 years, where the rental for the renewed period shall not exceed the total amount of THB 80,000,000 (which shall be paid when the lease agreement is renewed exclusive of value added tax, registration fee and specific business tax, and other relevant fees and expenses which shall be borne by HREIT).

The Additional Investment in Assets No. 3 are as follows:

1. Leasehold right of lands and factory buildings, and leasehold right of lands and warehouses as follows:
 - 1) Detached building factory with a land area of approximately 35 rai 3 ngan 7.72 square wa and a building area of approximately 26,680 sq.m.;
 - 2) Attached building factory with a land area of approximately 7 rai 2 ngan 89.25 square wa and a building area of approximately 13,206 sq.m.;

Leasehold right of lands and factory buildings has the total land area of approximately 43 rai 1 ngan 96.97 square wa with the total factory building area of approximately 39,886 sq.m.

2. Leasehold right of lands and warehouses with a land area of approximately 5 rai 1 ngan 83.27 square wa and a building area of approximately 8,901 sq.m.

The total land area of the Additional Investment in Assets No. 3 is approximate 48 rai 3 ngan 80.24 square wah. The total factory building and warehouse building area is approximate 48,787 sq.m.

HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the Undertaking Agreement.

Additionally, The Asset Owners' Companies are WHA Industrial Development Public Company Limited ("WHAID"), WHA Eastern Seaboard Industrial Estate Co., Ltd. ("WHA ESIE") and WHA Industrial Building Co., Ltd. ("WHAIB"), which WHA ESIE and WHAIB are the subsidiaries of WHA Industrial Development Public Company Limited ("WHAID").

WHA ID is the interested person with HREIT by being the shareholder in the Company, who acts as the REIT Manager of HREIT, at the ratio equivalent to 99.99% and being one of the major Trust Unitholders of HREIT, including being the current Property Manager of HREIT. In this regard, the Transaction of HREIT will be considered as a related party transaction between HREIT and the party related to the Company in its capacity of the REIT Manager of a value equivalent to or greater than THB 20,000,000 and/or exceeding 3% of the Net Asset Value of HREIT, whichever is higher. Under the Trust Deed of HREIT, such transaction must be approved in the Trust Unitholders' Meeting by affirmative votes of not less than three-fourths of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote.

The source of fund for the investment in the Additional Investment Assets No.3 and the relevant expenses thereof and/or for the expenses and fees from the repayment of existing debts and the expenses and fees for loans for the repayment of existing debts and to be used as the working capital, are either from the issuance and offering for sale of additional Trust Units at the amount not exceeding 137,500,000 units or the additional loan at the amount not exceeding 650,000,000 THB or both, whereby the details of the issuance and offering for sale of additional Trust Units and the loan shall be in accordance with the Notice to the Trust Unitholders' Meeting in order to approve the transaction.

Morover, the issuing and offering for sale of the additional trust units at the amount of not exceeding 137,500,000 units might be the private placement offering of parts of additional trust units to WHA ID and/or WHA ID's Connected Persons of WHA ID, who is the major shareholder in the REIT Manager holding 99.99% directly and being one of the major trust unitholders of HREIT, including being the current Property Manager of HREIT. With the allocation of trust units to the existing trust unitholders, the allocation to WHA ID shall not exceed 20% of all Trust Units to be issued and offered for sale in this second capital increase.

Therefore, the aforementioned transaction will be considered as a related party transaction between HREIT and the party related to the REIT Manager. Such transaction must be approved in the trust unitholders' Meeting by affirmative votes of not less than three-fourths of all trust units of the trust unitholders attending the meeting and having the right to vote and must not be dissenting by the trust unitholders for more than 10% of all trust units of the trust unitholders attending the meeting and having the right to vote. The details of trust unitholders with a special interest in the transaction under consideration appears in the Notice to the trust unitholders' meeting.

The board of directors of the Company has appointed Baker Tilly Corporate Advisory Services (Thailand) Ltd. ("IFA" or "BTCAS"), which is an independent financial advisor approved by the SEC and is independent of HREIT, WHAID, WHAIRM and the Asset Owners' Companies, to render opinions to the trust unitholders concerning HREIT's Acquisition of Assets and Related Party Transactions between HREIT and Persons Related to the REIT Manager.

In preparing this report, IFA has taken into consideration the information and documents available publicly, the information on industry analysis and forecast, the information and documents obtained from the Company, the financial information of HREIT, the appraisal report of the independent appraisers, including the management interview of the Company. The IFA may not certify the accuracy or completeness of the information obtained.

In addition, the IFA's opinion is based solely on the economic environment and the information prevailing at the time of preparing this report. As such, any significant change in these factors could have an impact on the IFA's opinion. In preparing this opinion report, the IFA has considered all information thoroughly and reasonably in line with professional standards and has given all rationales based on the fair and impartial information and analysis by paying regard primarily to the interest of the trust unitholders.

Executive Summary

For the investment in the Additional Investment in Assets No. 3, HREIT will make an additional investment in immovable properties No. 3 by leasing lands with factory buildings, warehouses, offices and other buildings located on such lands, including their component parts for 30 years from the commencement date of the lease period with the right to extend the lease for another 30 years, and purchasing any relevant movable properties used for the business operation within the leased properties (the “Additional Investment Assets”) in 5 projects from 3 companies as follows:

- 1) WHA Industrial Development Public Company Limited (“WHAID”) (for part of WHA Chonburi Industrial Estate 1 Project (“WHA CIE 1”))
- 2) WHA Eastern Seaboard Industrial Estate Co., Ltd. (“WHA ESIE”) (for WHA Eastern Seaboard Industrial Estate 1 Project (“WHA ESIE1”) and WHA Logistics Park 2 Project (“WHA LP 2”))
- 3) WHA Industrial Building Co., Ltd. (“WHAIB”) (for part of WHA Chonburi Industrial Estate 1 Project (“WHA CIE 1”), WHA Logistics Park 4 Project (WHA LP 4), and WHA Saraburi Industrial Land (“WHA SI”L”))

(collectively the “Asset Owners’ Companies”), which WHA ESIE and WHAIB are the subsidiaries of WHAID. There are 14 units of factories and 2 warehouses with the investment amount of not exceeding THB 1,356,600,000.

The Additional Investment Assets No. 3 are consisting of as follows:

1. Leasehold right of lands and factory buildings as follows
 - 1) Detached building factory with a land area of approximately 35 rai 3 ngan 7.72 square wa and a building area of approximately 26,680 sq.m.;
 - 2) Attached building factory with a land area of approximately 7 rai 2 ngan 89.25 square wa and a building area of approximately 13,206 sq.m.;

Leasehold right of lands and factory buildings has the total land area of approximately 43 rai 1 ngan 96.97 square wa with the total factory building area of approximately 39,886 sq.m.
2. Leasehold right of lands and warehouses with a land area of approximately 5 rai 1 ngan 83.27 square wa and a building area of approximately 8,901 sq.m.

The total area of the Additional Investment Assets No. 3 is including the total land area of approximately 48 rai 3 ngan 80.24 square wa and the land for factory building and warehouse of approximately 48,787 sq.m.

The source of fund for the investment in the Additional Investment Assets No.3 and the relevant expenses thereof and/or for the expenses and fees from the repayment of existing debts and the expenses and fees for loans for the repayment of existing debts and to be used as the working capital, are either from the issuance and offering for sale of additional Trust Units at the amount not exceeding 137,500,000 units or the additional loan at the amount not exceeding THB 650,000,000 or both, whereby the details of the issuance and offering for sale of additional Trust Units and the loan shall be in accordance with the Notice to the Trust Unitholders' Meeting in order to approve the transaction.

IFA views that the entering into the Transaction of the Additional Investment Assets No. 3 with WHAID, WHA ESIE and WHAIB, which WHA ESIE and WHAIB are the subsidiaries of WHAID, is reasonable since the investment is in accordance with objectives and investment policy of HREIT. The Additional Investment Assets No. 3 are in good condition, ready to use of 14 units and under constructions of 2 units (expected to be complete before investment date). There are lease agreement and letter of intent as of 30 April 2020 of 14 units and the other 2 units are in the process of finding tenants with the rental guarantee from the Property Owners' Company for 3 years. This would enhance HREIT's ability to generate rental income within a short period of time. Moreover, all of 16 additional units are situated in strategic areas which are the center of logistics to other regions. Besides, 4 units of the Additional Investment Assets No.3 are located in the Free Zone Area, making them attractive to the tenants. The acquisition of the additional assets will also increase the average age of the lease term and reducing the expenses per unit of HREIT.

HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Companies.

Furthermore, appointing WHAID as a Property Manager is considered reasonable given WHAID is years-long expertise and a leader in industrial estate, industrial-standard factory, and warehouse management. The Company can be ensured that the Property Management of HREIT's assets will be carried out efficiently. The Company and WHAID have experience in working together from HREIT's first investment. This would enhance the continuity of cooperation between the parties and use resources and time in due diligence process efficiently.

For the Fairness of the Transaction Price, IFA has considered the fairness of the price by using Book Value Approach and Discounted Cash Flow Approach by IFA, which can be summarized as follows:

No.	Approach	Value (THB M)	Appropriateness of the Approach
1	Book Value Approach	572.59	inappropriate
2	Discounted Cash Flow Approach by IFA	1,542.25	appropriate

IFA has an opinion on the appropriateness in approaches as follows:

1. **Book Value Approach:** this approach reflects the asset value at a certain point of time. It does not take into account the ability to generate the future cash flow. Therefore, the Book Value Approach is not an appropriate approach to evaluate the value of the Additional Investment Assets No.3.
2. **Discounted Cash Flow Approach by IFA:** this approach reflects the ability to generate cash flows in the future of such assets under assumptions prescribed by referring to the Lease and Service Agreement with the current tenants, information and historical performance including interview with the REIT Manager. Therefore, the Discounted Cash Flow Approach by IFA is an appropriate approach to evaluate the value of the Additional Investment Assets No.3.

In conducting the investment feasibility test of the Additional Investment Assets No. 3, the IFA has evaluated the assets' ability to generate future cash flows based upon revenue and expense assumptions and applying Weighted Average Cost of Capital ("WACC") as a discount rate to calculate the present value of such cash flow. The IFA then calculated the NPV of cash flow by using such present value minus the expenses which will be borne by HREIT for the acquisition of assets and acquisition price of not exceeding THB 1,356.60 M as follows:

Summary of the Net Present Value (NPV) of free cash flow from the Investment

Details	Amount (THB M)
Present value of free cash flow (PV)	1,542.25
The estimated expenses associated to the acquisition of assets (Estimated Set Up Cost) ^{/1}	(72.38)
Present value of free cash flow after deducting the estimated set up cost	1,469.87
Acquisition value of the Additional Investment Assets	(1,356.60)
Net present value of free cash flow from the Additional Investment Assets ("NPV")	113.27

Remark: ^{/1} the estimated set up cost comprises of property lease registration fee, related professional fee, SEC approval and filing fee of new issuing and offering trust units, loan front-end fee and other expenses related issuing and offering trust units etc.

From the above asset valuation, the NPV of free cash flow from investment in these assets is positive by THB 113.27 M. Therefore, IFA is of the opinion that the acquisition value of these HREIT's assets in the amount of not exceeding THB 1,356.60 M is appropriate.

IFA has determined appropriateness of the allocation of additional trust units to WHAID and/or the persons in the same group of WHAID in the amount of not exceeding 20% of the total additional trust units. As such, it is concerned as a connected transaction with Persons Related to the REIT Manager. The offering price will be determined according to the appraised value of the assets as assessed by an independent appraiser approved by the SEC, and taking into account other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, bonds and other investment options, and (6) results from the survey of institutional investors (Book building). The determination criteria of offering price is the same as to the right offering and the public offering.

IFA opines that such transaction is reasonable since the such allotment of trust units will create a good image for HREIT and HREIT could certainly determine specific subscribers. In addition, the determination criteria of offering price is the same as to the right offering and the public offering and will not cause HREIT to lose any benefits.

Therefore, **the trust unitholders should approve the transaction** in relation to HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager) and the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager.

However, the decision to approve or disapprove the transaction shall be at own discretion of the trust unitholders. It is recommended that the trust unitholders additionally study information in all documents enclosed with the notice of the trust unitholders' meeting so as to use judgement and discretion for proper voting decision regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager).

Baker Tilly Corporate Advisory Services (Thailand) Ltd., as IFA, hereby certifies that we have considered and analyzed all information and rendered opinion fairly and thoroughly under professional standards by paying attention primarily to the interest of the trust unitholders.

In providing the above opinion, IFA has taken into account the information and documents available publicly, the information from industry analyses and forecasts, the information and documents supplied by the Company, including the management interview. IFA may not certify the accuracy or completeness of the obtained information and the information from the management interview. Moreover, the opinion hereby proposed to the trust unitholders is given regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager) only. Such opinion is based on the economic environment and the information prevailing at the time of preparing this report. Therefore, any significant change in these factors could have an impact on IFA's opinion.

A. Opinions of the Independent Financial Advisor regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager)

The Meeting of Board of Directors of WHA Industrial REIT Management Company Limited (the "Company" or "WHA IRM" or "REIT Manager") in its capacity of the REIT Manager of Hemaraj Leasehold Real Estate Investment Trust ("HREIT") on 14 May 2020 passed a resolution to hold an Extraordinary General Meeting No. 1/2020 of the Trust Unitholders of HREIT on 23 June 2020 to consider and approve HREIT to invest in the Additional Investment in Assets No. 3 by leasing lands with factory buildings, offices and other buildings located on such lands, including its component parts for 30 years from the commencement date of the lease period and the right to renew the assets lease term for another 30 years and purchasing any relevant movable properties used for the business operation within the leased properties (the "Additional Investment Assets") in 5 projects from 3 companies as follows:

- 1) WHA Industrial Development Public Company Limited ("WHAID") (for part of WHA Chonburi Industrial Estate 1 Project (WHA CIE 1))
- 2) WHA Eastern Seaboard Industrial Estate Co., Ltd ("WHA ESIE") (for WHA Eastern Seaboard Industrial Estate 1 Project (WHA ESIE1) and WHA Logistics Park 2 Project (WHA LP 2))
- 3) WHA Industrial Building Co., Ltd. ("WHAIB") (for part of WHA Chonburi Industrial Estate 1 Project (WHA CIE 1), WHA Logistics Park 4 Project (WHA LP 4), and WHA Saraburi Industrial Land (WHA SIL))

(collectively the "Asset Owners' Companies"),

Asset Owners' Companies comprised of 1) WHA Industrial Development Public Company Limited ("WHAID"), WHA Eastern Seaboard Industrial Estate Co., Ltd ("WHA ESIE") and WHA Industrial Building Co., Ltd. ("WHAIB"), which WHA ESIE and WHAIB are the subsidiaries of WHAID.

WHA ID is the interested person with HREIT by being the shareholder in the Company, who acts as the REIT Manager of HREIT, at the ratio equivalent to 99.99% and being one of the major Trust Unitholders of HREIT, including being the current Property Manager of HREIT. In this regard, the Transaction of HREIT will be considered as a related party transaction between HREIT and the party related to the Company in its capacity of the REIT Manager of a value equivalent to or greater than THB 20,000,000 and/or exceeding 3% of the Net Asset Value of HREIT, whichever is higher. Under the Trust Deed of HREIT, such transaction must be approved in the Trust Unitholders' Meeting by affirmative votes of not less than three-fourths of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote.

1. Nature and Details of the Transaction

HREIT will use the funds received from the capital increase or the loan, by using any part or both part of such funds to invest in the Additional Investment Assets No. 3 through the investment of 30 year leasehold rights in lands with buildings, factories, warehouses, office buildings and other structures located thereon, including their component part, from the commencement date of lease with the right to extend the lease for another 30 years; and through the purchase of immovable properties used for the business operation within the leased properties, at the total value of not exceeding THB 1,356,600,000 (to be paid on the HREIT's investment date in the Additional Investment Assets No. 3) (exclusive of value added tax, registration fee and specific business tax and other related fees and expenses which shall be borne by HREIT). HREIT shall have the right to extend the lease for another 30 years. The rental fee for the renewed period will be at the total amount of not exceeding THB 80,000,000 (which shall be paid when the lease agreement is renewed, exclusive of value added tax, registration fee, specific business tax and other relevant fees and expenses which shall be borne by HREIT).

HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties and rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The conditions are in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Companies. In addition, HREIT will appoint WHA ID to be the Property Manager of the Additional Investment Assets No. 3.

1.1. Objective of the Transaction

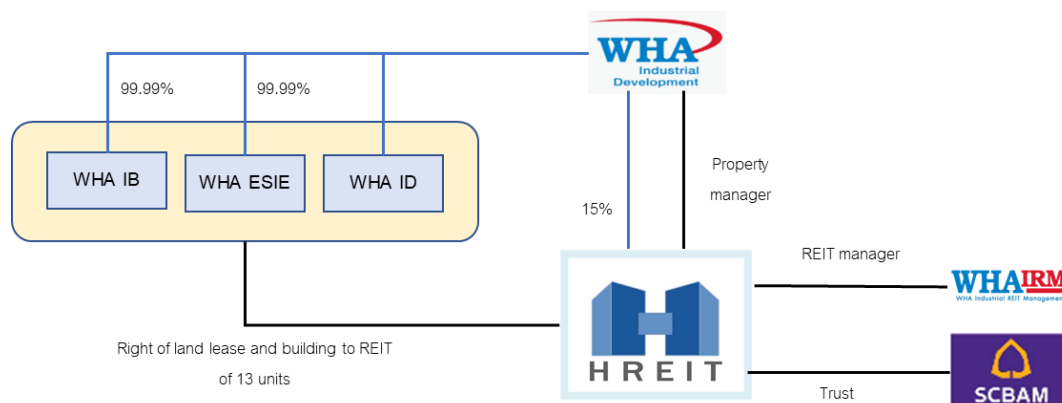
The objective of the investment in the Additional Investment Assets No. 3 is to create an opportunity to generate long-term additional return on investment at a reasonable rate to the trust unitholders of HREIT. The investment will create the stability of income from rental fee of HREIT and the diversification of risk in the procurement of benefits from immovable properties, as well as the diversification of the sources of income.

1.2. Date of the Transaction

The date for Transaction is After obtaining the approval from the Trust Unitholders' Meeting of HREIT and/or the Office of the Securities and Exchange Commission ("Office of the SEC") for the related issues, and/or all additional Trust Units of HREIT have already been issued and offered for sale, and the parties to the agreements in relation to the acquisition of assets of HREIT have already satisfied all of the condition precedents of such agreements.

1.3. Relevant Parties and Nature of Relationship

HREIT's Management Structure



Remark:

- WHAID: WHA Industrial Development Public Company Limited
- WHA IRM: WHA Industrial REIT Management Company Limited
- WHA ESIE: WHA Eastern Seaboard Industrial Estate Company Limited
- WHAIB: WHA Industrial Building Company Limited
- SCBAM: SCB Asset Management Company Limited

Lessee	Hemaraj Leasehold Real Estate Investment Trust ("HREIT")
Lessor and Nature Relationship	<ol style="list-style-type: none"> 1. WHA Industrial Development Public Company Limited ("WHA ID") 2. WHA Eastern Seaboard Industrial Estate Company Limited ("WHA ESIE"): WHAID holds shares by 99.99% 3. WHA Industrial Building Company Limited ("WHAIB"): WHAID holds by 99.99% (collectively the "Asset Owners' Companies")

1.4. Type and Size of the Transactions

The total value of the Additional Investment Assets No. 3 is considered as a Connected in the type of transactions relating to assets or services pursuant to the Notifications on Connected Transactions with the transaction value equivalent to THB 1,356,600,000 or 21.29% of the net tangible assets (NTA) value of HREIT according to the reviewed financial statements ended 31 March 2020. Detail of the calculation is as follows:

$$\text{Transaction Size} = \frac{\text{Value of Assets' Acquisition} \times 100}{\text{NTA of HREIT}} = \frac{\text{THB 1,356.60 M}}{\text{THB 6,371.28 M}} = 21.29\%$$

1.5. Source of fund

The board of directors meeting dated 14 May 2020 has approved the source of funds for the investment in the Additional Investment Assets No.3 of HREIT from the issuance and offering of additional Trust Units at the amount not exceeding 137,500,000 units or the additional loan at the amount not exceeding THB 650,000,000 or both, whereby the details of the issuance and offering for sale of additional Trust Units and the loan shall be in accordance with the Notice to the Trust Unitholders' Meeting in order to approve the transaction.

1.6. Details of HREIT's Additional Investment Assets No. 3

1.6.1. General Information of the Major Assets of HREIT to Invest In Additional Investment Assets No.3

The Additional Investment Assets No. 3 are consisting of as follows:

1. Leasehold right of lands and factory buildings as follows:

- 1) Detached building factory with a land area of approximately 35 rai 3 ngan 7.72 square wa and a building area of approximately 26,680 sq.m.;
- 2) Attached building factory with a land area of approximately 7 rai 2 ngan 89.25 square wa and a building area of approximately 13,206 sq.m.;

Leasehold right of lands and factory buildings has the total land area of approximately 43 rai 1 ngan 96.97 square wa with the total factory building area of approximately 39,886 sq.m.

2. Leasehold right of lands and warehouses with a land area of approximately 5 rai 1 ngan 83.27 square wa and a building area of approximately 8,901 sq.m..

The total area of the Additional Investment Assets No. 3 is including the total land area of approximately 48 rai 3 ngan 80.24 square wa and the land for factory building and warehouse of approximately 48,787 sq.m.

Details of HREIT's Additional Investment Assets No. 3 are shown in the table below

No.	Location	Unit No.	Rental Area (Sq. m.)	Description	Title Deed No.	Approx. Land Area (rai- ngan-sq.wa)	Building Age (Year) ¹	Assets Owners' Company
1	WHA CIE1	A08E	1,152	Single-storey of attached factory building and 2- storey of office building	90924	0-2-61.00	7.16	WHAIB
2	WHA CIE1	B6B	516	Single-storey of attached factory building and 2- storey of office building	90909	0-1-12.50	6.59	WHAIB
3	WHA CIE1	B6C	516	Single-storey of attached factory building and 2- storey of office building		0-1-12.50	6.59	WHAIB
4	WHA CIE1	B6D	660	Single-storey of attached factory building and 2- storey of office building		0-1-40.62	6.59	WHAIB
5	WHA CIE1	B6E	660	Single-storey of attached factory building and 2- storey of office building		0-1-40.62	6.59	WHAIB
6	WHA ESIE1	D.45	3,372	Single-storey of detached factory building and 2- storey of office building	26792	4-2-6.00	8.43	WHA ESIE
7	WHA ESIE1	D.47	2,988	Single-storey of detached factory building and 2- storey of office building	26795 , 170699	4-1-72.20	7.91	WHA ESIE
8	WHA ESIE1	FZ27B	3,820	Single-storey of detached factory building and 2- storey of office building	19278	4-1-87.20	11.73	WHA ESIE
9	WHA ESIE1	FZ28	5,640	Single-storey of detached factory building and 2- storey of office building	17014	6-3-21.62	7.61	WHA ESIE
10	WHA ESIE1	H.04	4,240	Single-storey of detached factory building and 2- storey of office building	175592	4-3-55.20	7.36	WHA ESIE
11	WHA LP2	B.10	5,124	Single story of warehouse and two-storey of office building	229436	3-0-55.52	0.60	WHA ESIE
12	WHA CIE1	Z.62+Z.62B	3,360	Single-storey of detached factory building and	52626 , 234134	6-0-31.60	0.50	WHA ID

No.	Location	Unit No.	Rental Area (Sq. m.)	Description	Title Deed No.	Approx. Land Area (rai- ngan-sq.wa)	Building Age (Year) ^{/1}	Assets Owners' Company
				2- storey of office building				
13	WHA ESIE1	D.46	3,260	Single-storey of detached factory building and 2- storey of office building	26793	4-2-33.90	8.29	WHA ESIE
14	WHA SIL	142/2	4,662	Single-storey of attached factory building and 2- storey of office building	27145, 55384	2-3-13.75	7.42	WHA IB
15	WHA SIL	142/4	5,040	Single-storey of attached factory building and 2- storey of office building		3-0-8.25	7.42	WHA IB
16	WHA LP4	D3	3,777	Single story of warehouse and two-storey of office building	473	2-1-27.75	7.34	WHA IB

Remark: ^{/1}Building age (Year) as at 1 January 2021

Summary of HREIT's Additional Investment Assets No. 3 ^{/1}

Asset Type	Total Detached Building Factory		Total Attached Building Factory		Total Warehouse	
Nature of Acquisition of HREIT's Asset (Overview)	Leasehold right of lands and buildings for 30 years from the commencement date of the lease period with the right to extend the lease for another 30 years					
	Land	Total area of approximately 35-3-7.72 rai	Land	Total area of approximately 7-2-89.25 rai	Land	Total area of approximately 5-1-83.27 rai
	Buildings	7 units with a building area of approximately 26,680 sq.m.	Buildings	7 units with a building area of approximately 13,206 sq.m.	Buildings	2 units with a building area of approximately 8,901 sq.m.
Nature of Acquisition of HREIT's Asset as Classified by Project / Industrial Estate	WHA CIE1	1 unit with a total area of approximately 3,360 sq.m. ^{/3}	WHA CIE1	5 units with a total area of approximately 3,504 sq.m.	WHA LP2	1 unit with a total area of approximately 5,124 sq.m. ^{/3}
		Unoccupied by lessees ^{/4}		Fully occupied by lessees		Unoccupied by lessees
	WHA ESIE1	6 units with a total area of approximately 23,320 sq.m.	WHA SIL	2 units with a total area of approximately 9,702 sq.m.	WHA LP4	1 unit with a total area of approximately 3,777 sq.m.
		Occupied by lessees for 5 units ^{/1}		Fully occupied by lessees		Fully occupied by lessees
Average building age ^{/2}	Approximately 7.4 years		Approximately 6.9 years		Approximately 4.0 years	

Remarks: ^{/1} As of 31 March 2020.

^{/2} Average building age by building area as of the tentative investment date by HREIT but not later than 1 January 2021.

^{/3} Building is under construction which will be complete prior to the tentative investment date by HREIT (not later than 1 January 2021).

^{/4} The Asset Owner's Companies received Letter of Intent from a potential lessee which is currently in the stage of negotiation process for Building and Land Lease Agreement and Service Agreement.

1.6.2. Characteristics of HREIT's Additional Investment Assets No. 3

Detached Building Factory

Detached building factory is a single-storey concrete and steel reinforced structure building, fenced in private area. It has mezzanine to be used as an office. The factories come with a guard house, parking space and docking space. The additional detached factory invested by HREIT were developed and built according to the factory standard but can also be customized to meet the tenant's requirements.



Source: the Company



Source: the Company

Attached Building Factory

Attached building factory is a group of single-storey concrete and steel reinforced structure building with mezzanine to be used as an office. All units are adjacent and the walls are shared, tall shutter is to accommodate the truck.



Source: the Company



Source: the Company

Warehouse

Warehouse is a ready-built warehouse that is located in an important strategic location and suitable for a good distribution center.



Source: the Company

1.6.3. Guarantee of Occupancy

For the investment in the Additional Investment Assets No. 3, HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The minimum rental rate for the attached building factory is THB 164 / sq.m., detached building is THB 189 / sq.m. and warehouse is THB 150 / sq.m. The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Companies.

1.6.4. Location

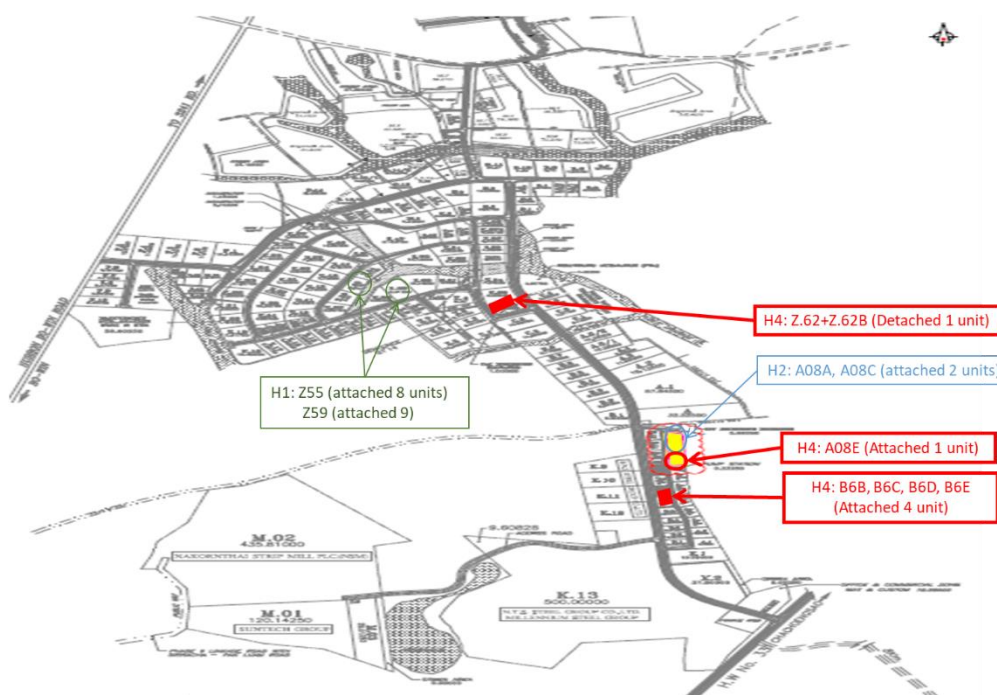
The investment in these assets invested by HREIT will be consisting of 5 projects as follows:

- 1) WHA Chonburi Industrial Estate 1 Project (WHA CIE 1) 2) WHA Eastern Seaboard Industrial Estate 1 Project (WHA ESIE 1) 3) WHA Logistics Park 2 Project (WHA LP2) 4) WHA Logistics Park 4 Project (WHA LP4) and 5) WHA Saraburi Industrial Land Project (WHA SIL), which details are as follows:

Project	WHA Chonburi Industrial Estate 1 Project (WHA CIE 1)		
Developer	WHA Industrial Building Company Limited		
Address	Bo Win Subdistrict, Si Racha District, Chonburi Province		
Approximate Distance from Places (km) Project	Place	Real Distance	Driving Distance
	Bangkok	110	146
	Suvarnabhumi airport	83	118
	Laem Chabang deep-sea port	25	37
	Maptaphut deep-sea port	55	52
	Pattaya	22	37
	Si Racha	22	40
No. of Unit	6 unit		

Source: the Company

Map of Additional Investment Asset No. 3 Location in WHA Chonburi Industrial Estate 1 Project

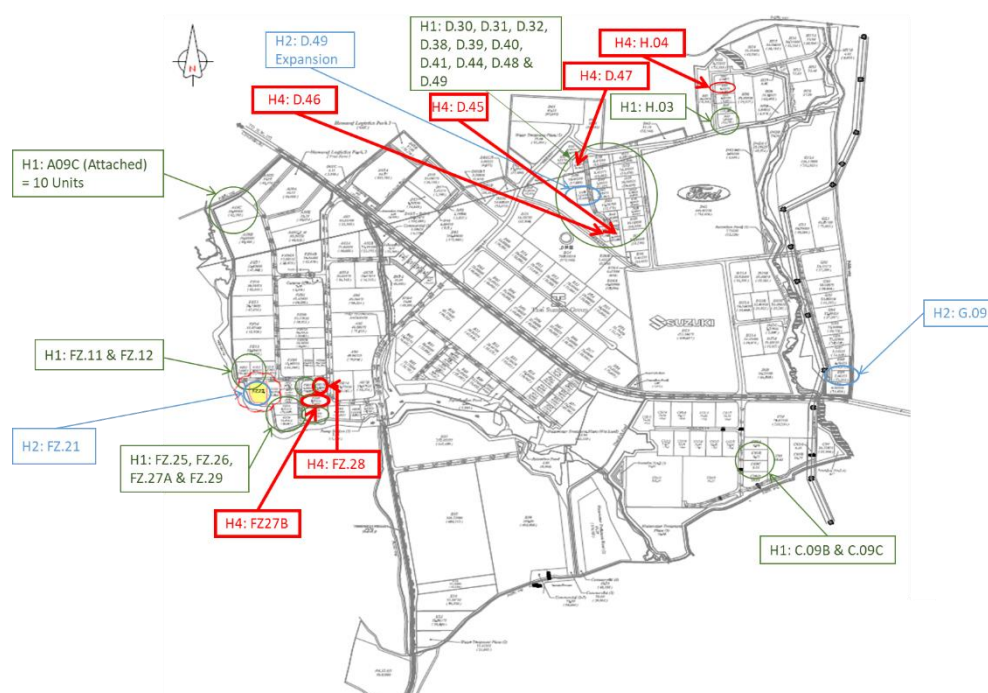


Source: the Company

Project	WHA Eastern Seaboard Industrial Estate 1 Project (WHA ESIE1)		
Developer	WHA Eastern Seaboard Industrial Estate Company Limited		
Address	Ta Sit Subdistrict, Pluak Daeng District, Rayong Province		
Approximate Distance from Places (km)	Place	Real Distance	Driving Distance
	Bangkok	112	145
	Suvarnabhumi airport	83	117
	Laem Chabang deep-sea port	27	37
	Maptaphut deep-sea port	50	54
	Pattaya	36	52
	Si Racha	32	43
No. of Unit	6 units		

Source: the Company

Map of Additional Investment Asset No. 3 Location in WHA Eastern Seaboard Industrial Estate 1 Project



Source: the Company

Project	WHA Logistics Park 4 Project (WHA LP 2)		
Developer	WHA Industrial Building Company Limited		
Address	Ta Sit Subdistrict, Pluak Daeng District, Rayong Province		
Approximate Distance from Places (km) Project	Place	Real Distance	Driving Distance
	Bangkok	145	145
	Suvarnabhumi airport	117	117
	Laem Chabang deep-sea port	29	29
	Pattaya	47	47
	WHA CIE 1	9	9
	ESIE	7	7
	WHA ESIE1	0	0
No. of Unit	1 unit		

Source: the Company

Map of Additional Investment Asset No. 3 Location in WHA Logistics Park 2 Project



Source: the Company

Project	WHA Logistics Park 4 Project (WHA LP 4)		
Developer	WHA Industrial Building Company Limited		
Address	Pluak Daeng Subdistrict, Pluak Daeng District, Rayong Province		
Approximate Distance from Places (km) Project	Place	Real Distance	Driving Distance
	Bangkok	150	150
	Suvarnabhumi airport	122	122
	Laem Chabang deep-sea port	45	45
	Pattaya	45	45
	WHA CIE 1	13.6	13.6
	WHA ESIE1	8	8
	ESIE (Rayong)	0	0
No. of Unit	1 unit		

Source: the Company

Map of Additional Investment Asset No. 3 Location in WHA Logistics Park 4 Project

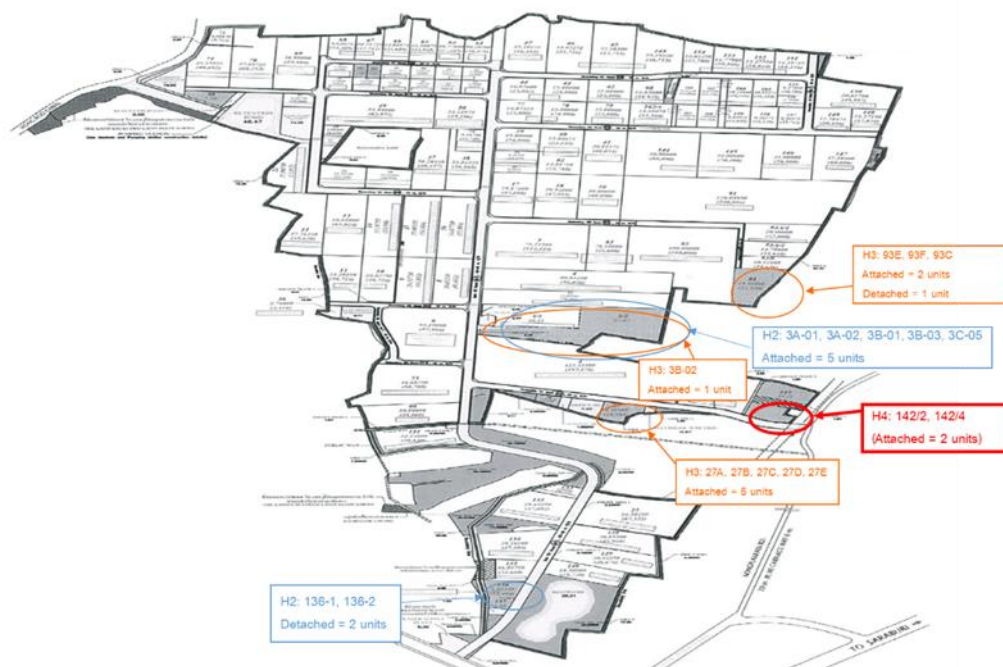


Source: the Company

Project	WHA Saraburi Industrial Land Project (WHA SIL)		
Developer	WHA Industrial Building Company Limited		
Address	Nong Pla Mo Subdistrict, Nong Khae District, Saraburi Province		
Approximate Distance from Places (km)	Place	Real Distance	Driving Distance
	Ayutthaya	29	48
	Bangkok	70	76
	Suvarnabhumi airport	80	97
	Laem Chabang deep-sea port	150	183
No. of Unit	2 units		

Source: the Company

Map of Additional Investment Asset No. 3 Location in WHA Saraburi Industrial Land Project



Source: the Company

1.6.5. Remaining Lease Term

For the Lease Agreements have a standard lease term of 3 years with a generality of fixed rental and service fees throughout such period and for long-term Agreements between the ages of 5 - 10 years, the rental and service fees will be determined either fixed or increasing rental and service fees as such agreement term.

The investment in Addition Investment Assets No. 3 has the lease expiry detail as follows:

Lease Expiry (Year) ^{/1}	Contribution to Each Asset Income (%)			
	Detached Building Factory	Attached Building Factory	Warehouse	% of Total Revenue
Within 2021	-	84.13	-	24.99
Within 2022	26.92	6.06	100.00	27.87
Within 2023	-	9.81	-	2.91
Within 2024	15.61	-	-	9.45
Within 2025	57.47	-	-	34.78
Total	100.00	100.00	100.00	100.00

Source: Lease agreements with retail tenants and the letter of intent of the Additional Investment Assets

No.3 as of 30 April 2020, calculated by IFA.

Remark: ^{/1} Expiry date of lease agreements have take into account of the renewal commitment.

1.6.6. Details of Tenants of the Additional Investment Assets No. 3

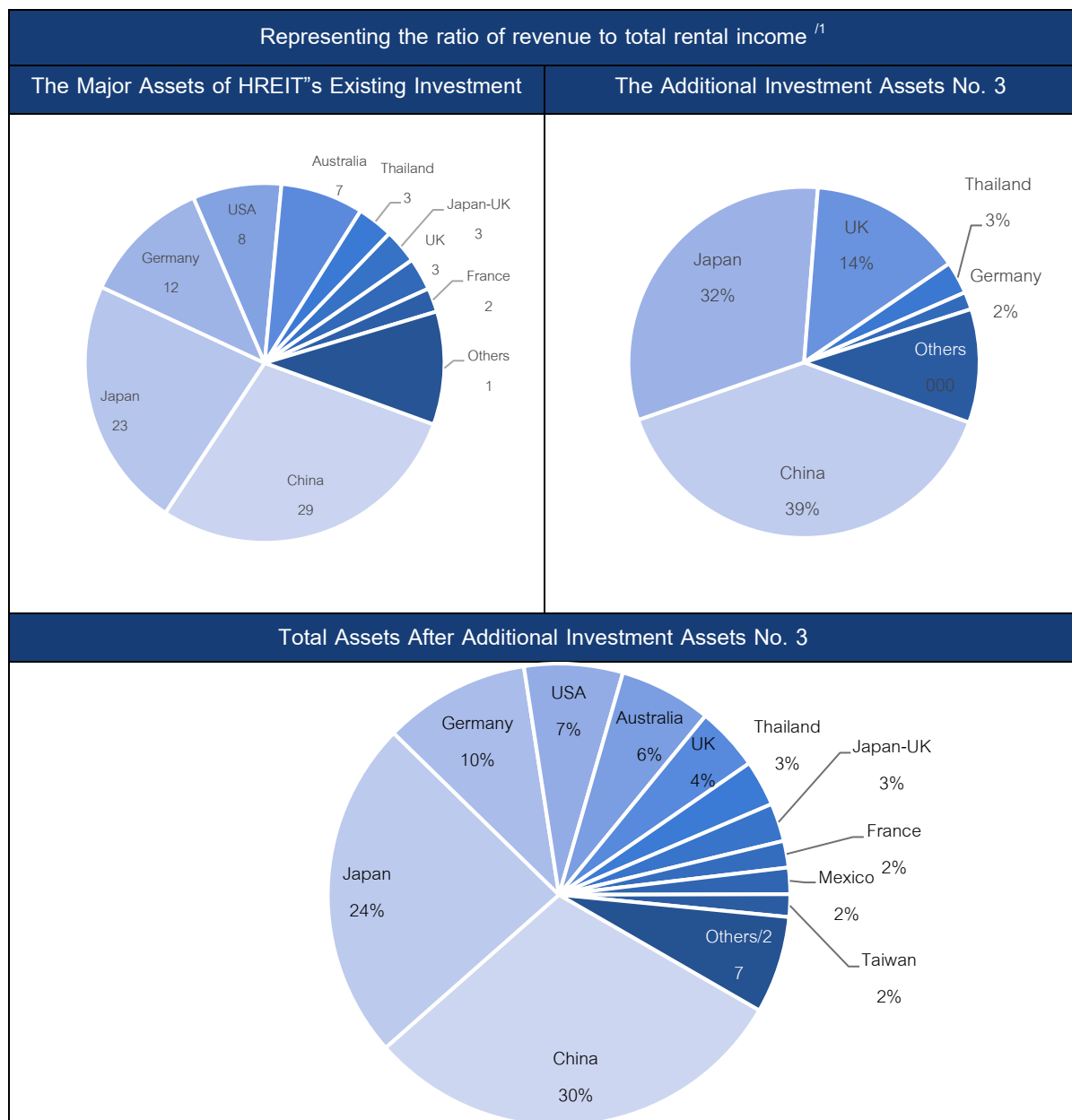
No.	Location	Unit	Leased Area (sq.m.)	Nationality	Business Sector	Lease Expiry (Year)	Registered Capital (THB M)	Registration Date
1	WHA CIE1	A08E	1,152	Thailand	Consumer	2021	180.00	16 Jan 2001
2	WHA CIE1	B6B	516	Japan	Industrial Service	2023	4.00	1 Apr 2020
3	WHA CIE1	B6C	516	Switzerland	Consumer	2021	150.00	22 Nov 1991
4	WHA CIE1	B6D	660	China	Dental implant	2022	10.00	29 Apr 2016
5	WHA CIE1	B6E	660	Germany	Forklift Truck	2023	350.06	4 Nov 2005
6	WHA ESIE1	D.45	3,372	Canada	Industrial Service	2022	2.00	14 Nov 2018
7	WHA ESIE1	D.47	2,988	China	Steel/Metal	2022	20.00	6 Aug 2019
8	WHA ESIE1	FZ27B	3,820	China	Auto&Parts	2025	10.00	12 Nov 2018
9	WHA ESIE1	FZ28	5,640	England	Consumer	2025	94.00	16 May 2008
10	WHA ESIE1	H.04	4,240	China	Auto&Parts	2025	98.49	8 Jul 2019
11	WHA LP2	B.10	5,124	Procuring for tenant				
12	WHA CIE1	Z.62+Z.62B	3,360	China	Auto&Parts	2024	11.00	21 Jun 2019
13	WHA ESIE1	D.46	3,260	Procuring for tenant				
14	WHA SIL	142/2	4,662	Japan	Logistic	2021	50.00	6 Dec 1996

No.	Location	Unit	Leased Area (sq.m.)	Nationality	Business Sector	Lease Expiry (Year)	Registered Capital (THB M)	Registration Date
15	WHA SIL	142/4	5,040	Japan	Logistic	2021	50.00	6 Dec 1996
16	WHA LP4	D3	3,777	Japan	Industry Equipment	2022	118.81	24 Jan 1997

Source: Lease agreements with retail tenants and the letter of intent of Additional Investment Assets No.3 as of 30 April 2020 and BOL.

Remark: /1 the expiration date of lease agreements are taken into account of renewal commitment already.

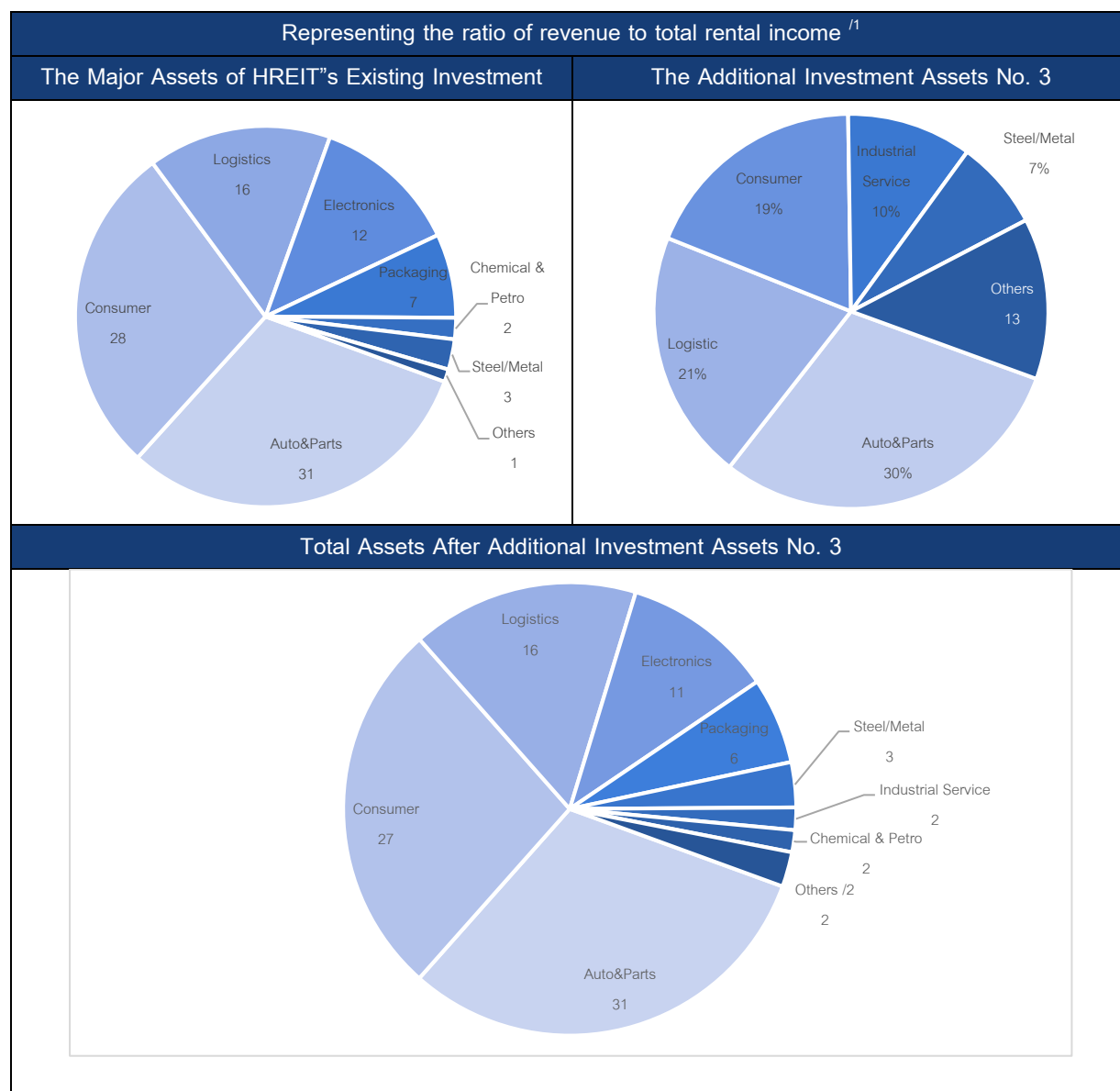
1.6.7. Proportion of Lessee classified by Nationality



Remark: ^{/1} Only units expected to be occupied on the investment date (1 January 2021) based on the lease agreements and letter of intent of current assets and Additional Investment Asset No.3 as at 30 April 2020.

^{/2} Others comprise of Indonesia, Canada, Denmark, Korea, Singapore, Switzerland, Italy, and Spain.

1.6.8. Proportion of Lessee classified by Business



Remark: ^{/1} Only units expected to be occupied on the investment date (1 January 2021) based on the lease agreements and letter of intent of current assets and Additional Investment Asset No.3 as at 30 April 2020.

^{/2} Others comprise of Factory equipment, Dental implant, Forklift Truck, Bicycle and Aviation.

1.6.9. Historical Operating Results

The assets which HREIT will invest, consist of 14 units of factories and 2 warehouses. The information regarding the historical occupancy rate, rental area and revenue structure are shown in the table below:

Details	31 Dec 2018	31 Dec 2019	31 Mar 2020
Factory			
Occupancy Rate (%) ^{/1}	29.8	80.4	87.9
Rental Fee Rate (THB/sq.m./Month)	159.4	176.1	178
Rental Area (sq. m.)	36,526	36,526	36,526
Warehouse			
Occupancy Rate (%) ^{/1}	-	100	100
Rental Fee Rate (THB/sq.m./Month)	-	150	150
Rental Area (sq. m.)	3,777	3,777	3,777
Revenue Structure			
Rental Revenue	12.48	28.74	11.30
Service Revenue	8.32	19.16	7.54
Total Revenue	20.80	47.90	18.84
Repair and Maintenance Expenses ^{/2}	2.44	4.71	0.00

Source: the Company

Remark: ^{/1} Occupancy Rate calculated from the existence at the end of the period only.

^{/2} Rental areas are not combined the assets under construction.

^{/3} Repairs and Maintenance Expenses consist of preventive maintenance, general repair, building maintenance, security guard, electricity, common expense and cleaning.

1.7. Summary of the relevant draft agreement

Entering into this Transaction of HREIT's Acquisition of Assets and Related Party Transactions between HREIT and Persons Related to the REIT Manager, there is a draft Agreement in relation to the entry into the transaction according to "Attachment 5: Summary of the draft agreement related to the Transaction". However, the summary of the draft Agreement is just a preliminary summary of the terms and conditions in the relevant draft agreement which may be amended as the relevant counterparty will continue to negotiate and discuss.

1.8. Conditions on entry into the Transaction

The aforementioned transaction will be considered as a related party transaction between HREIT and the party related to the Company in its capacity of the REIT Manager of a value equivalent to or greater than THB 20,000,000 or exceeding 3% of the Net Asset Value of HREIT, whichever is higher. Under the Trust Deed of HREIT, such transaction must be approved in the Trust Unitholders' Meeting by affirmative votes of not less than three-fourths of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote.

The Trust Unitholders' Meeting for such resolutions must be attended by at least 25 Trust Unitholders, or not less than half of all Trust Unitholders, and the Trust Unitholders present must collectively hold at least one third of all Trust Units sold by HREIT to constitute a quorum.

As for vote counting of Trust Unitholders who are entitled to vote, the Company will not include the vote of the Trust Unitholders with a special interest in the transaction under consideration. The details of Trust Unitholders with a special interest in the transaction under consideration appears in the Notice to the Trust Unitholders' Meeting.

1.9. Opinion of the Board of Directors regarding the Connected Transaction

1. HREIT will use the funds received from the capital increase or loan, by using any part or both part of such funds, in the investment of the Additional Investment Assets No. 3 in order to create an opportunity to generate long-term additional return on investment at a reasonable rate to the Trust Unitholders of HREIT. The Company, therefore, considers the investment in the Additional Investment Assets No. 3 to be in the best interest of HREIT, as it is the investment in properties with potential of generating income, which will increase the benefits for HREIT. The investment has potential to increase the income from rental fee and turnover of HREIT and will also increase the stability and the diversification of risk in the procurement of benefits from immovable properties, as well as the diversification of the sources of income. This will bring benefits to HREIT and the Trust Unitholders of HREIT. The Company is of its opinion that the value of the Additional Investment Assets No. 3, specified at the total amount of not exceeding THB 1,356,600,000 (to be paid on the HREIT's investment date in the Additional Investment Assets No. 3) which consists of rental fee for lands and buildings and expenses for purchasing the relevant movable properties used for the business operation within the leased properties (exclusive of value added tax, registration fee and specific business tax and other related fees and expenses which shall be borne by HREIT) whereby HREIT shall have the right to extend the lease for another 30 years with the rental fee for the renewed period will be at the total amount of not exceeding THB 80,000,000 (which shall be paid when the lease agreement is renewed, exclusive of value added tax, registration

fee, specific business tax and other relevant fees and expenses which shall be borne by HREIT), is a reasonable price.

2. In addition, the transaction that HREIT will request the Asset Owner's Companies to pay the rental for the unoccupied leased properties and the rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period, which the conditions are in accordance with the Undertaking Agreement that HREIT will enter into with WHA ID, are the reasonable price and beneficial to the Trust Unitholders.
3. As for the consideration payable to the Property Manager, in determining the reasonableness of Property Management Fee rate which WHA ID will collect from HREIT, the Company has compared the rate of consideration payable to Property Manager which WHA ID will collect from HREIT to the property management fee rate of other property funds and real estate investment trusts that have similar property management scope of service as HREIT's with the current consideration payable to the Property Manager Fee for the Property Management of HREIT.

The Company considers that the said fee rate is fair and reasonable and since WHA ID is the owner and the manager in the assets which HREIT will additionally invested in as from the beginning, and also is one of the entrepreneurs in Thailand who has experience and expertise in the management of factory buildings and warehouses, and also has expertise in management and is equipped with various teams with experience and efficiency, WHA ID can be considered as a professional and experienced property manager being well familiar with the properties to be invested in, which will enable WHA ID to manage the main properties for the benefit of HREIT and its Trust Unitholders.

1.10. Opinion of the Independent Committee regarding the Connected Transaction

None.

2. Reasonableness of the the Transaction

2.1. Advantages of HREIT's Acquisition of Assets

1) Enhance the ability to generate income to HREIT in a brief period of time

Investing in these Additional Investment Assets No.3 will enhance HREIT's ability to generate income by means of rental in a short period and also increase continuity of the cash flow to HREIT. Because such assets are ready to use of 14 units and under construction of 2 units (expected to be complete before investment date). There are lease agreement and/ or letter of intent as of 30 April 2020 of 14 units and the other 2 units are in the process of finding tenants with the rental guarantee from the Property Owners' Company for 3 years.

In additions, such assets are located in strategic areas which are center of transportation to the North, the North East and the East, which are not far from the commercial airport and the port, making it the preferred choice of tenants. Besides, the Additional Investment Assets No.3 are located in Free Zone areas for 4 units. Therefore, it could be able to efficiently generate income for HREIT.

2) Increase the average age of the lease term of land and building

The investment in the Additional Investment Assets No. 3 is long-term property lease with 30 years, resulting in an increasing average age of the lease term from 56.25 years to 56.68 years (As at 1 January 2021 with the right to extend the lease agreement for another 30 years). Thereby, HREIT can procure benefits from these assets longer.

3) Acquired assets being in a new condition and low expenses on maintenance

The Additional Investment Assets No. 3 are in good condition, with an average age of only 6.72 years (as at 1 January 2021). This will result in the low expenses on repair and maintenance.

4) Create economies of scale

Investing in the additional investment assets No. 3 will help to reduce HREIT's fixed cost, such as security fee, cleaning fee and professional fee, from THB 71.65/sq.m./year to THB 70.20/sq.m./year. (calculated from HREIT's fixed cost projection in 2021) As such, assets are already located in the same location of existing properties of HREIT, thus resulting in creating economies of scale and also HREIT will have higher net investment income per unit (sq.m).

5) Gain the benefit from Eastern Economic Corridor or “EEC”

Most Additional Investment Assets No. 3 are located in special EEC zone which will be supported by EEC pursuant to EEC Act B.E. 2561 dated 14 May 2018 which aims to: 1) develop modern economic activities and become environmentally friendly to increase the competitiveness of the country 2) provide comprehensive government services to reduce barriers and operating costs 3) create the efficient infrastructure and public utilities system 4) determine the use of land appropriately with the condition and potential of the area in accordance with the principles of sustainable development and 5) develop the city to be modern, international, suitable for living safely and conveniently.

Besides, Operators in special EEC zone will gain benefits as follow: 1) Juristic persons and foreigners have the right to own land and condominium units in the special EEC zone 2) the right to bring aliens and stay in Thailand 3) the right to be exempted or tax deductions and 4) the right to conduct financial transactions including land lease or immovable properties able to contract for 50 years and extend the contract for another 49 years, resulting in the need to rent factories and warehouses in EEC zone continuously.

6) Risk Diversification

Investing in the Additional investment assets No. 3 will diversify risks since the tenants of this Additional Investment Assets No.3 are the operators from various industries such as consumer products, automotive parts, industry services, logistics, etc., which can reduce the impact from the uncertain economic conditions.

Moreover, the lease agreement of this Additional Investment Assets have a Weighted average lease expiry (WALE) of 2.52 years in which WALE of the existing assets are approximately 1.56 years. After combining with the Additional Investment Assets No.3's lease period, WALE will be 1.69. years (the remaining lease period as of the HREIT's expected the investment date on 1 January 2021).

2.2. Advantages of Entering to the Transaction with HREIT's Related Persons to the REIT Manager

- 1) Terms and conditions of the draft Undertaking Agreement of the Asset Owners' Companies and the draft Lease Agreement being in favor of HREIT

According to the draft undertaking agreement of 3 Asset Owners' Companies, they agree to be responsible for the expenses of any renovation, reparation, and/or alteration in material part of the property invested by HREIT e.g. the rooftop, air conditioner, fire protection system, painting of the leased building, public utilities for 5 years from the starting date of lease term. As a result, HREIT will not incur such expenses during such periods.

- 2) The Asset Owners' Companies agree to pay rental for the unoccupied leased properties

For the investment in the Additional Investment Assets No. 3, HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The minimum rental rate for the attached building factory is THB 164 / sq.m., detached building is THB 189 / sq.m. and warehouse is THB 150 / sq.m. The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Companies.

However, if the lease agreement and service agreement of any tenant is terminated, the Asset Owners' Companies shall be responsible for the rent rate specified above from the date that HREIT lacks rental income from leased assets up to the expiration date of the compensation period or until there is a lessee during such period (whichever earlier).

- 3) The management of these Additional Assets is ongoing and effective.

The management and maintenance of these Additional investment assets will be carried out continuously and efficiently. As WHAID is HREIT's Property Manager with years-long expertise and is one of the leaders in industrial estate, industrial-standard factory, and warehouse management.

- 4) Entering into the Transaction with connected person will use resources and time in due diligence process efficiently

Negotiation of entering into the Transaction and coordination in various related fields will go smoothly and effectively, resulting in negotiations and due diligence process quickly. Due to the fact that

HREIT and WHAID have experience in working together since then. On the other hand, if HREIT chooses to enter into the transaction with unconnected persons, it would cost greater amount of expenses and resources.

2.3. Disadvantages of HREIT's Acquisition of Assets

1) Causing higher interest burden from borrowing

After investment in the Additional Assets No. 3, HREIT will have an increased interest burden by THB 13.11 M from THB 87.69 M to THB 100.80 M (according to a projection in year 2021). Due to this Transaction, HREIT will use a source of funds from the long-term loan in the amount of not exceeding THB 650 M. The projection of free cash flow of these Additional Assets (according to the projection in 2021) is approximately 7.42 times of such increased interest. However, the REIT manager expects that the Additional Investment Assets No.3 are capable of generating sufficient free cash flow to pay the increased interest.

2.4. Disadvantages of HREIT's Related Party Transactions (Persons Related to the REIT Manager)

1) Doubts concerned with the entry into the Transaction with persons related to the REIT Manager

The entering into the Transaction with connected person may raise concerns among stakeholders of HREIT, especially as to the terms and conditions for the Transaction. Therefore, the entry into the Transaction with connected persons who have conflict of interest, there may not negotiate for the best possible terms and conditions as entering the transaction with unrelated parties, which will otherwise affect the benefits obtained by HREIT's stakeholders, especially its trust unitholders.

However, the entry into such Transaction for Additional Investment Assets No. 3 must be thoroughly considered and reviewed by the independent directors and the directors the REIT Manager before further consideration and approval. Additionally, the property management fee which WHAID will collect from HREIT is comparable to other REIT with similar property management service as HREIT.

2.5. Risks from entering into the Transaction

1) The risk of unable to derive the benefit from the Additional Investment Assets No.3 as expected

HREIT may be unable to derive the benefit from the assets as expected which might occur from the lessees' ability to pay rent, not renewing the lease agreement and HREIT could not find or delay in finding the new lessees, or terminate agreement prematurely. If this is the case, the average rental fees, occupancy rate, rental and service income might be negatively affected. These consider as the risks to

HREIT's operating performance and financial status that may affect the ability to pay benefits to unitholders and the ability to repay loan in the amount of not exceeding THB 650 M for the Additional Investment Assets No.3.

However, in the first 3 years after the investment, HREIT will enter into the Undertaking Agreement regarding the compensation of rental and service income and rental short of the minimum rental rate with the Asset Owners' Companies to mitigate the risk. According to the conditions of most lease agreements, HREIT has considered to determine a provision to fine the lessees in case of early termination, for instance, fine is equivalent to the total rental fees until the end of the agreement. That could be mitigate the risk of terminating agreement prematurely.

The Additional Investment Assets No.3 to be invested by HREIT are 16 units of the factories and warehouses with 13 lease agreements and / or Letter of Intent for a total of 14 units. The tenants detail of Additional Investment Assets no.3 to be invested by HREIT are as follows:

Unit	Type	Project	Nationality	Industry	Business Detail
A08E	Attached	WHA CIE1	Thailand	Consumer products	The company provides the services about frozen food processing. Design and advise on frozen foods for food manufacturers of sweet, savory dishes, frozen vegetables and fruits including canned fruits. The customers are diversified and products are in demand of the market.
B6B	Attached	WHA CIE1	Japan	Industry services	The company provides the services of equipment maintenance such as tools, machinery, auto parts and agricultural machinery, etc. The company is a subsidiary of a large agriculture machinery manufacturer.
B6C	Attached	WHA CIE1	Switzerland	Consumer products	The company produces and distributes coffee products including coffee machines to the customers which are restaurants and hotels.
B6D	Attached	WHA CIE1	China	Medical Equipment	The company produces and distributes the medical and dental equipments.
B6E	Attached	WHA CIE1	Germany	Forklift	The company manufactures forklift and provides facilitating services of appliances and equipments transportation.
D.45	Detached	WHA ESIE1	Canada	Industry services	A specialist in surface coating and painting services for all vehicles types for a long time.
D.47	Detached	WHA ESIE1	China	Metal	Manufacture, distribute and export household electrical appliances and bathroom accessories.
FZ.27B	Detached	WHA ESIE1	China	Auto Part	Manufacture high quality small electric vehicles such as electric bicycles, E-scooters and motorcycles.
FZ.28	Detached	WHA ESIE1	UK	Consumer products	Design and manufacture bearings for use as components in appliances and equipments in a various industries such as medical equipments, spas, ATMs and cars, etc.
H.04	Detached	WHA ESIE1	China	Auto Part	Design and produce the plastic parts for the automotive industry by injection molding processing. The customers are from various

Unit	Type	Project	Nationality	Industry	Business Detail
					groups. The company have operated the business for a long time.
B.10	คลังสินค้า	WHA LP2	Procuring for Tenant		
Z.62+Z.62B	Detached	WHA CIE1	China	Auto Part	Manufacture automobile parts and safety equipments
D.46	Detached	WHA ESIE1	Procuring for Tenant		
142/2	Attached	WHA SIL	Japan	Logistic	Integrated logistics business providing export and import services, warehouse service, packing and delivering products for the customers need.
142/4	Attached	WHA SIL	Japan	Logistic	
D.3	คลังสินค้า	WHA LP4	Japan	Industry equipment	Import and export tools, equipments and factory supply

2) The risk from the counterparty is not complying with the Agreement

To invest the Additional Investment Assets No.3, HREIT will enter into relevant agreements with the new counterparties comprised of WHAID, WHA ESIE and WHAIB for the benefit of HREIT. These could have the risk with such counterparties not complying with terms and conditions in relevant agreements which will cause damage to HREIT to bring the matter to justice by suing the court. In this regard, it is unable to predict the operation time and damage cost that HREIT will receive from any damages. In addition, the outcome of the case depends on the judgment of the court and even though the court has sentenced HREIT to win, HREIT may have difficulty in enforcing the parties to comply with the judgment of the court.

3) Risk of intensified competition which may cause a decrease in number of tenants

HREIT mainly has income from the space rental and services providing to the various entrepreneurs who are the tenants of factories and warehouses. In the future, the competition in the rental business may be more intensified from the other operators which construct new factories and warehouses in the vicinity areas of the HREIT's investment assets, which the current tenants or future tenants may attract those new factories and warehouses. this would impact significantly on business performance and financial status of HREIT.

However, in the first 3 years after the Additional Investment, HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT. Which the minimum rental rate for the Attached building of THB 164/sq.m., Detached building of THB 189/sq.m. and ready-build warehouse of THB 150/sq.m. In addition, The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the undertaking agreement.

Additionally, the Additional investment assets no.3 are located in strategic areas and also in the center of transportation with the convenient routes to other regions. Therefore, this would be expected that those assets of HREIT having a competitive ability with the other operators and able to attract entrepreneurs to rent the HREIT assets.

4) The risk of natural disaster, flooding and sabotage

The Additional Investment Assets may be damaged by natural disasters considered external risks which is beyond HREIT's control. Therefore, to alleviate the property damages including compensation for damage to the life and lessee's property, HREIT will provide insurance for assets protection throughout the rental period such as All Risk Insurance.

However, considering the past performance which is the location of the Additional Investment Assets No.3 has never been affected from the serious natural disaster.

5) The risk from the outbreak of COVID-19 situation

HREIT may be exposed to the risk from outbreak of COVID-19 situation since HREIT mainly has the income from the factories and warehouses rental while the outbreak of COVID-19 being more intensifies may cause some businesses temporarily ceasing operations to comply with the government policy to prevent the spread of the disease. This may directly or indirectly affects the income of the tenants and the rental payment ability under the lease agreements with retail tenants. In additions, most tenants those who are foreign entrepreneurs, may prolong their investment during the outbreak. Thus, procuring new tenants could be more difficult during the period.

According to the management interview with REIT manager of HREIT, the COVID-19 situation might be only temporary effects, for example, late payment of small tenants which are the minor proportion and do not have a significant impact on the performance of HREIT because HREIT has diversified their properties and tenants in terms of industry, nationality and locations.

However, the tenants of the Additional investment assets No.3 that HREIT will invest do not have any inquiries to postpone the rental payment or request to terminate the agreement. The REIT Manager has a policy to closely monitor their tenants' business and may support the tenants who are affected from this situation and also considers the impact on the income and returns of the unitholders.

Besides, such situation may bring about more investment from oversea investors in order to diversify the production risks. Thailand, especially in the EEC area, is a strategic location for oversea

investors which will bring positive benefits to rental factory and warehouse business of HREIT in the future.

6) General risk in real estate business

Businesses associated with leasing especially factory and warehouse properties usually have general real estate risks, such as instability in economic and politic situation, real estate market, lessee's financial condition, capability to collect the rental fee on time. From the REIT Manager's interview, WHAID becomes aware of these issues and also pays attention to develop their business strategies; to carefully select their properties with high potential location and value.

However, the REIT Manager is unable to completely control the risk factors and could not guarantee of any instabilities in economic and political conditions in the future which might be significantly affect to the operating and financial condition of HREIT.

3. Fairness of Price and Conditions of the Transaction

3.1. Fairness of the Transaction Price

The IFA has determined reasonableness of the asset acquisition price based on information obtained from HREIT and from the REIT Manager's interview, information from financial statements audited/reviewed by the SEC-approved auditor, and other publicly available information. Our opinion on the fairness of the transaction price is rendered under the assumption that all information obtained is correct and complete and based solely on the economic situation prevailing at the time of preparing this report. Therefore, any material change in these factors could affect our opinion provided herein.

Based on the obtained information, the IFA has determined the appropriateness of the acquisition price based 2 methodologies as follows:

1. Book Value Approach
2. Discounted Cash Flow Approach

3.1.1. Book Value Approach

To evaluate fair value of the Additional Investment Assets by book value approach, IFA based the value on book value of the assets disposed to HREIT(according to asset owners' the financial statements). The assets consist of 16 factories and warehouses as at 30 April 2020 detailed as follows:

No.	Location	Unit	Description	Asset Owners' Companies	Book Value (M THB)
1	WHA CIE1	A08E	Single-storey attached factory building and 2- storey of office building	WHAIB	13.19
2	WHA CIE1	B6B	Single-storey attached factory building and 2- storey of office building	WHAIB	5.87
3	WHA CIE1	B6C	Single-storey attached factory building and 2- storey of office building	WHAIB	6.10
4	WHA CIE1	B6D	Single-storey attached factory building and 2- storey of office building	WHAIB	7.78
5	WHA CIE1	B6E	Single-storey attached factory building and 2- storey of office building	WHAIB	7.89
6	WHA ESIE1	D.45	Single-storey detached factory building and 2- storey of office building	WHA ESIE	36.05
7	WHA ESIE1	D.47	Single-storey detached factory building and 2- storey of office building	WHA ESIE	34.81
8	WHA ESIE1	FZ.27B	Single-storey detached factory building and 2- storey of office building	WHA ESIE	30.43
9	WHA ESIE1	FZ.28	Single-storey detached factory building and 2- storey of office building	WHA ESIE	58.08
10	WHA ESIE1	H.04	Single-storey detached factory building and 2- storey of office building	WHA ESIE	42.69
11	WHA SIL	142/2	Single-storey attached factory building and 2- storey of office building	WHAIB	70.70
12	WHA SIL	142/4	Single-storey attached factory building and 2- storey of office building	WHAIB	76.43
13	WHALP2	B.10	Single-storey warehouse building and 2- storey of office building	WHA ESIE	58.88
14	WHA CIE1	Z.62+Z.62B	Single-storey detached factory building and 2- storey of office building	WHA ID	46.22
15	WHA ESIE1	D.46	Single-storey detached factory building and 2- storey of office building	WHA ESIE	35.15
16	WHA LP4	D.3	Single-storey warehouse building and 2- storey of office building	WHAIB	42.30
Total					572.59

The value of the Additional Assets Investment is THB 572,585,446.61 million calculated by using book value approach.

3.1.2. Discounted Cash Flow Approach by IFA

The IFA has prepared the fair value projection of the Additional Investment Assets No.3 by using Discounted Cash Flow Approach (DCF). The approach considers an ability to generate the free cash flow of the assets in the future (FCF) by calculating the present value (PV) using the appropriate discount rate. The IFA has applied Weighted Average Cost of Capital ("WACC") as a discount rate.

the IFA has evaluated the assets' ability to generate future cash flows for the Additional Investment Assets No. 3 over a period of 60 years (from 1 January 2021 – 31 December 2080) to comply with 30-year lease term and the right to extend the lease for another 30 years with an on-going basis. The assumptions for conducting this projection is for the future perspective which established under the actual lease agreement and service agreement, interviewing with the REIT Manager, and HREIT's operating policy and based on the economic and industrial situation and the information prevailing at the time of conducting this study only. Therefore, if there is any significant change in these factors that affect HREIT's operation, the financial projection by this approach could present differently from such factors.

The key assumptions used for the financial projection are as follows:

1. Operating Income

Occupancy Rate (%OR)

- Occupied assets: occupancy rate 100% until the end of the lease agreements
- Renewal Commitment: renewal commitments are based on the existing agreements
- Renewal Option: renewal options are assumed based on the 12 existing agreements in 13 units as follows:
 - A08E: lease agreement ended in year 2021, renewal is assumed in year 2021 – 2024.
 - B6B: lease agreement ended in year 2023, renewal is assumed in year 2023 – 2026.
 - B6C: lease agreement ended in year 2021, renewal is assumed in year 2021 – 2024.
 - B6D: lease agreement ended in year 2022, renewal is assumed in year 2022 – 2025.
 - B6E: lease agreement ended in year 2023, renewal is assumed in year 2023 – 2026.
 - D.45: lease agreement ended in year 2022, renewal is assumed in year 2023 – 2024.
 - D.47: lease agreement ended in year 2022, renewal is assumed in year 2022 – 2024.
 - D.3: lease agreement ended in year 2022, renewal is assumed in year 2022 – 2025.

- After the expiry of existing lease agreement or the expiry of the renewal lease agreement, the occupancy rate (OR) was assumed based on locations and property types to increase by 1.12% to 9.64% (the OR growth rate is based on average historical percentage growth of OR in year 2018 to March 2020) until reach 90% ("Stabilized Occupancy Rate"). For the locations with OR higher than 90%, OR is assumed to decrease by 2.50% per year to reach 90% (conservative basis) as per the table below:

Project	Type	Unit	2021	2022	2023	2024	2025	2026	2027	2028	2029 – 2029
WHA CIE1	Attached	A08E	100%	100%	100%	98%	95%	93%	90%	90%	90%
		B6B									
		B6C									
		B6D									
		B6E									
WHA CIE1	Detached	Z.62+Z.62B	100%	100%	100%	98%	95%	93%	90%	90%	
WHA ESIE1	Detached	D.45	87%	88%	89%	90%	90%	90%	90%	90%	
		D.47									
		FZ.27B									
		FZ.28									
		H.04									
		D.46									
WHA SIL	Attached	142/2	100%	95%	93%	90%	90%	90%	90%	90%	
		142/4									
WHA LP2	Warehouse	B.10	30%	40%	49%	59%	69%	78%	88%	90%	
WHA LP4	Warehouse	D.3	100%	100%	100%	100%	98%	95%	93%	90%	

Rental Rate Growth

- Occupied assets are based on current lease agreement.
- For the lease agreements with renewal option, they are assumed to renew based on the renewal years and rental rate of growth is assumed as per the renewal terms and conditions.
- After the expiry of the current lease agreement or the renewal lease agreement, the rental growth rate is assumed at 2% per year, according to the average growth rate of the current lease agreementst with renewal option calculated from both existing assets and additional assets to be invested.

Renewal Rate

After the expiry of the current lease agreements or the renewal lease agreements, IFA assumes the renewal rate for 61% and the entering to the lease agreements with the new tenants for 39%. The

average downtime is assumed for 3 months according to historical renewal rate during year 2018 to March 2020.

2. Compensate Rental Income

The property owner companies agreed to compensate the rental fee to HREIT for 3 years during 2021-2023 with the minimum compensation rate as follows:

- Attached Building: THB 164 / sq.m.
- Detached Building: THB 189 / sq.m.
- Warehouse: THB 150 / sq.m.

3. Expenses

Expense	Assumption										
REIT Manager Fee	Not exceeding 0.25% of total asset values ("TAV") per year but not less than THB 12.50 M based on the REIT Manager Appointment Agreement which HREIT has determined the ceiling expenses at 0.75% of net asset value ("NAV") per year.										
Trustee Fee	Not exceeding 0.25% of total asset values ("TAV") per year but not less than THB 8.00 M based on the Trust Establishment Agreement of HREIT which HREIT has determined the ceiling expenses at 0.75% of net asset value ("NAV") per year.										
TSD Registration Fee	<table border="1"> <thead> <tr> <th>Paid-up Capital or Registered Capital (THB M)</th><th>Registration Fee by Numbers of capital (%)</th></tr> </thead> <tbody> <tr> <td>=< 1,000</td><td>0.043</td></tr> <tr> <td>> 1,000 =< 5,000</td><td>0.038</td></tr> <tr> <td>> 5,000 =< 10,000</td><td>0.032</td></tr> <tr> <td>> 10,000</td><td>0.023</td></tr> </tbody> </table> <p>Source: TSD, fees and expenses related to registered Capital of HREIT</p>	Paid-up Capital or Registered Capital (THB M)	Registration Fee by Numbers of capital (%)	=< 1,000	0.043	> 1,000 =< 5,000	0.038	> 5,000 =< 10,000	0.032	> 10,000	0.023
Paid-up Capital or Registered Capital (THB M)	Registration Fee by Numbers of capital (%)										
=< 1,000	0.043										
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Property Manager Fee	<table border="1"> <thead> <tr> <th>Period</th><th>The Management Fee</th></tr> </thead> <tbody> <tr> <td>1st – 5th Year</td><td>1.75% of the Gross Property Operating Revenue</td></tr> <tr> <td>6th – 10th Year</td><td>5% of the Gross Property Operating Revenue</td></tr> <tr> <td>10th Year Onwards</td><td>5% of the Gross Property Operating Revenue</td></tr> </tbody> </table> <p>Source: The draft property management agreement</p>	Period	The Management Fee	1 st – 5 th Year	1.75% of the Gross Property Operating Revenue	6 th – 10 th Year	5% of the Gross Property Operating Revenue	10 th Year Onwards	5% of the Gross Property Operating Revenue		
Period	The Management Fee										
1 st – 5 th Year	1.75% of the Gross Property Operating Revenue										
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10 th Year Onwards	5% of the Gross Property Operating Revenue										
Commission fee for tenants solicitation	<table border="1"> <thead> <tr> <th>Operating Type</th><th>Commission</th></tr> </thead> <tbody> <tr> <td>Renewal of agreement with the current tenants</td><td>0.5 month per agreement</td></tr> <tr> <td>New tenants</td><td>1 month per agreement</td></tr> </tbody> </table>	Operating Type	Commission	Renewal of agreement with the current tenants	0.5 month per agreement	New tenants	1 month per agreement				
Operating Type	Commission										
Renewal of agreement with the current tenants	0.5 month per agreement										
New tenants	1 month per agreement										

Expense	Assumption
	<p>Remark: In case of any lease term is less than 3 years, the commission fee is calculated from the ratio of the actual lease term comparing with the standard lease term of 3 years.</p> <p>Source: the draft property management agreement</p>

4. Other Expenses

Assets Maintenance Expenses

Other Expense	Assumption
Security Guard Expense	14 security guards with a salary of THB 17,771.32, referring to expenses in 2019 and growth in accordance with forecasted Thailand's inflation. ^{/1}
M&E Preventive Maintenance Expense	<p><u>Property with tenants: maintenance every 2 months</u></p> <ul style="list-style-type: none"> Attached Building: THB 3,384 / unit / time Detached Building: THB 2,800 / unit / time Warehouse: THB 4,000 / unit / time <p><u>Property with unoccupied tenants: maintenance every 6 months</u></p> <ul style="list-style-type: none"> Attached Building: THB 4,700 / unit / time Detached Building THB 3,675 / unit / time Warehouse: THB 4,770 / unit / time <p>Based on the purchase order as of February 2021 and growth in accordance with forecasted Thailand's inflation. ^{/1}</p>
Renovation and Alteration of the Property	<p><u>Year 2020 – 2024</u></p> <p>The property owner companies will responsible for the expenses relating to improvement, repairment and / or change the assets that the Trust has invested in the significant part, according to the draft Undertaking Agreement of the 3 Property Owners' Company.</p> <p><u>Year 2568 onwards</u></p> <p>HREIT will responsible for such expenses at 1.5% per year of rental and service income based on the management policy of HREIT and average historical expenses from 2019 and 2020.</p>
Other Maintenance Expenses	Other maintenance expenses, such as electricity, cleaning services, stamp duty of service lease agreement and common maintenance fees were assumed as a percentage of rental and service income based on the ratio of 2019.

Remark: ^{/1} Inflation for year 2021 is 0.60% forecasted by IMF and forecasted inflation rate for year 2022 onwards is 1.60% based on the average historical's Thailand inflation rate from year 2010 to 2019. More details in Appendix 1: Economic and Industry Overview.

SET Annual Fee

SET Annual Fee is calculated based on paid-up capital of HREIT as following table. However, the amount is not less than THB 50,000 and not more than THB 3,000,000 per year.

Paid-up Capital (THB M)	Calculated fee rate by Numbers of capital (%)
=< 200	0.035
> 200 =< 1,000	0.030
> 1,000 =< 5,000	0.025
> 5,001 =< 10,000	0.020
> 10,000	0.010

Source: SET

Other HREIT's Expenses such as investor relation website, register book closing, office expenses, bank fee and appraisal fees, were based on the actual expenses in 2019. The expenses are assumed to grow in accordance with forecasted Thailand's inflation for year 2021 at 0.60% by IMF. From year 2022 onwards is assumed growth rate at 1.60% based on the average historical's Thailand inflation rate from year 2010 to 2019. More details in Appendix 1 Economic and Industry Overview.

Interest Expenses

Part of the sources of funds to be used for the investment in the Additional Investment Assets No. 3 will be obtained from long-term loan in the amount of not exceeding THB 650 M. The interest rate is not exceeding MLR according to the preliminary loan term sheet from one of financial institution.

5. Discount Rate

The IFA uses weighted average cost of capital (WACC) as a discount rate to calculate the present value of the free cash flow. IFA has computed WACC from weighted average cost of debt (K_d) and cost of equity (K_e). Details of the discount rate calculation are as follows:

$$WACC = K_e * E / (D + E) + K_d * (1 - T) * D / (D + E)$$

K_e = Cost of equity or required rate of return for unitholders

K_d = Cost of debt or loan interest rate

T = Corporate income tax

E = Net Assets

D = Interest-bearing debt

Cost of equity (K_e) is calculated by the Capital Asset Pricing Model (CAPM), as follows:

$$K_e = R_f + \beta(R_m - R_f)$$

Risk Free Rate (R_f) is risk-free rate based on the 47-year government bond yield at 2.50% per year (as of 29 April 2020).

Beta (β) is a market risk measurement of the fund which is a coefficient of variation between changes of SET Index and the HREIT's unit price (Source: Bloomberg as at 24 April 2020).

Market Return (R_m) is the average rate of return on investment in the SET over the past 42 years at 14.50% per year (Average monthly return until April 2020).

Detail of factors, assumptions and discount rate can be summarized as follows:

Assumption	Value
Risk free rate on government bond (R _f)	2.50%
Rate of return on investment in the SET (R _m)	14.52%
Market-based risk indicator of stock price (Beta)	0.570
Cost of equity (K _e)	9.35%
Cost of debt (K _d)	2.99%
Corporate Income Tax (T)	N/A
Target equity to total assets ratio (W _e)	60.00%
Target debt to total assets ratio (W _d)	40.00%
WACC	6.81%

Remark: The capital structure is in accordance with target capital structure of HREIT.

From the above assumptions, The IFA calculates the present value of the free cash flow of the Additional Investment Asset No. 3 equals to THB 1,542.25 M.

In conducting the investment feasibility test of the Additional Investment Assets No. 3, the IFA then calculated the NPV of cash flow by using such present value minus the expenses which will be borne by HREIT for the acquisition of assets and acquisition price of not exceeding THB 1,356.60 M as follows:

Summary of the Net Present Value (NPV) of free cash flow from the Investment

Details	Amount (THB M)
Present value of free cash flow (PV)	1,542.25
The estimated expenses associated to the acquisition of assets (Estimated Set Up Cost) ^{/1}	(72.38)
Present value of free cash flow after deducting the estimated set up cost	1,469.87
Acquisition value of the Additional Investment Assets	(1,356.60)
Net present value of free cash flow from the Additional Investment Assets ("NPV")	113.27

Remark: ^{/1} The estimated set up cost comprises of property lease registration fee, related professional fee, SEC approval and filling fee of new issuing and offering trust units, loan front-end fee and other expenses related issuing and offering trust units etc.

From the above asset valuation, the NPV of free cash flow from investment in these assets is positive by THB 113.27 M. Therefore, IFA is of the opinion that the acquisition value of these HREIT's assets in the amount of not exceeding THB 1,356.60 M is appropriate.

Sensitivity Analysis

The IFA has conducted a sensitivity analysis of the assumptions to see the impact on NPV of free cash flow from the Additional Investment Assets No. 3 when the assumptions have been changed from the base case. However, the actual cash flows may be higher/lower than the projection in this sensitivity analysis. IFA has conducted the sensitivity analysis based on 2 different assumptions as follows:

Assumption 1: Occupancy Rate

Occupancy Rate	NPV of free cash flow (NPV) (THB M)
Increase by 2.5%	145.54
Base Case	113.27
Decrease by 2.5%	80.62

From the sensitivity analysis with the change in occupancy rate assumption since 2024 until end of the projection, the NPV of cash flow from the Additional Investment Assets No. 3 is in a range of THB 80.62 – 145.54M.

Assumption 2: Growth rate of rental income and service income (Rental Growth)

Growth rate of rental and service income	NPV of free cash flow (NPV) (THB M)
Increase by 0.25%	151.20
Base Case	113.27
Decrease by 0.25%	75.82

From the sensitivity analysis, with the change in rental growth rate after expiry of the lease agreement throughout the projection period, the NPV of cash flow from the Additional Investment Assets No. 3 is in a range of THB 75.82 – 151.20 M.

Summary of Fairness of The HREIT's Asset Acquisition Price

IFA has considered the fairness of the price by Book Value Approach and Discounted Cash Flow by IFA summarized as follows:

No.	Valuation Approach	Value (THB M)	Appropriateness of Valuation Approach
1	Book Value Approach	572.59	Not appropriate
2	Discounted Cash Flow by IFA	1,542.25	Appropriate

The IFA has the opinion for appropriateness of valuation approach as follows:

1. **Book Value Approach** is an approach that reflects the asset value at a certain point in time without considering the ability to generate cash flows in the future of such assets. **Therefore, this approach is not appropriate to be used to evaluate the value of the assets that HREIT will invest in Additional Acquisition Investment No.3.**
2. Discounted Cash Flow Approach by IFA is an approach that reflects the assets' ability to generate Cash Flow in the future of such assets under the assumption based on lease and service agreement with the current tenants. The information and historical performance including in REIT manager interview. **Therefore, this approach is appropriate to evaluate the value of the assets that HREIT will invest in Additional Acquisition Investment No.3.**

In conducting the investment feasibility test of the Additional Investment Assets No. 3, the IFA then calculated the NPV of cash flow by using such present value minus the expenses which will be borne by HREIT for the acquisition of assets and acquisition price of not exceeding THB 1,356.60 M as follows:

Summary of the Net Present Value (NPV) of free cash flow from the Investment

Details	Amount (THB M)
Present value of free cash flow (PV)	1,542.25
The estimated expenses associated to the acquisition of assets (Estimated Set Up Cost) ^{/1}	(72.38)
Present value of free cash flow after deducting the estimated set up cost	1,469.87
Acquisition value of the Additional Investment Assets	(1,356.60)
Net present value of free cash flow from the Additional Investment Assets ("NPV")	113.27

Remark: ^{/1} The estimated set up cost comprises of property lease registration fee, related professional fee, SEC approval and filing fee of new issuing and offering trust units, loan front-end fee and other expenses related issuing and offering trust units etc.

From the above asset valuation, the NPV of free cash flow from investment in these assets is positive by THB 113.27 M. Therefore, IFA is of the opinion that the acquisition value of these HREIT's assets in the amount of not exceeding THB 1,356.60 M is appropriate.

3.2. Appropriateness of Conditions of the Transaction

The transaction is considered a connected transaction between HREIT and the connected person of a REIT Manager. The transaction value is more than THB 20,000,000 M. or exceeded 3% of net asset value of HREIT whichever is higher. Under the trust deed of HREIT, the transaction must be approved by the unitholders' meeting with a vote of not less than three-fourths of the total trust units of the unitholders attending the meeting and having voting rights.

In the meeting of the unitholders required for resolution must have at least 25 unitholders or not less than half of the total unitholders. Therefore, a quorum must have the number of unitholders attending the meeting at least one-third of HREIT's total paid-up trust units.

Counting the votes of those those who have all the voting rights, the Company will not count the votes of the unitholders who have a special interest in the matter requested for resolution. The details of the unitholders who have a special interest in the matter requested for resolution are as specified in the Notice to the unitholders meeting.

The IFA has an opinion that the above conditions are appropriate because it is in accordance with the relevant regulations of the SEC Including protecting the interests of unit holders of HREIT.

Conclusion of Independent Financial Advisor's Opinion on HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager)

IFA views that the entering into the Transaction of the Additional Investment Assets No. 3 with WHAID, WHA ESIE and WHAIB, which WHA ESIE and WHAIB are the subsidiaries of WHAID, is reasonable since the investment is in accordance with objectives and investment policy of HREIT. The Additional Investment Assets No. 3 are in good condition, ready to use of 14 units and under constructions of 2 units (expected to be complete before investment date). There are lease agreement and letter of intent as of 30 April 2020 of 14 units and the other 2 units are in the process of finding tenants with the rental guarantee from the Property Owners' Company for 3 years. This would enhance HREIT's ability to generate rental income within a short period of time. Moreover, all of 16 additional units are situated in strategic areas which are the center of logistics to other regions. Besides, 4 units of the Additional Investment Assets No.3 are located in the Free Zone Area, making them attractive to the tenants. The acquisition of the additional assets would also increase the average age of the lease term and reducing the expenses per unit of HREIT.

HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Companies.

In addition, the appointment of WHAID as a property manager is reasonable because WHAID has an experience and being one of the leaders in the construction and management of standard industrial factories and warehouses. Therefore, The Company has assured the management in HREIT's properties. The Company has the experiences cooperating with WHAID since Additional Investment Assets No. 1 which make the familiarity and efficiency to review the assets and related documents.

For the appropriateness of the price entering into transaction, the IFA has determined the appropriateness of the price by using the book value approach and Discounted Free Cash Flow approach by the IFA which can be summarized as follows:

No.	Approach	Value (THB M)	Appropriateness of Valuation Approach
1	Book Value Approach	572.59	Not appropriate
2	Discounted Cash Flow by IFA	1,542.25	Appropriate

The IFA has the opinion for appropriateness of valuation approach as follows:

1. **Book Value Approach** is an approach that reflects the asset value at a certain point in time without considering the ability to generate cash flows in the future of such assets. **Therefore, this approach is not appropriate to be used to evaluate the value of the assets that HREIT will invest in Additional Acquisition Investment No.3.**
2. **Discounted Cash Flow Approach by IFA** is an approach that reflects the assets' ability to generate Cash Flow in the future of such assets under the assumption based on lease and service agreement with the current tenants. The information and historical performance including in REIT manager interview. **Therefore, this approach is appropriate to evaluate the value of the assets that HREIT will invest in Additional Acquisition Investment No.3.**

In conducting the investment feasibility test of the Additional Investment Assets No. 3, the IFA then calculated the NPV of cash flow by using such present value minus the expenses which will be borne by HREIT for the acquisition of assets and acquisition price of not exceeding THB 1,356.60 M as follows:

Summary of the Net Present Value (NPV) of free cash flow from the Investment

Details	Amount (THB M)
Present value of free cash flow (PV)	1,542.25
The estimated expenses associated to the acquisition of assets (Estimated Set Up Cost) ^{/1}	(72.38)
Present value of free cash flow after deducting the estimated set up cost	1,469.87
Acquisition value of the Additional Investment Assets	(1,356.60)
Net present value of free cash flow from the Additional Investment Assets ("NPV")	113.27

Remark: ^{/1} The estimated set up cost comprises of property lease registration fee, related professional fee, SEC approval and filing fee of new issuing and offering trust units, loan front-end fee and other expenses related issuing and offering trust units etc.

From the above asset valuation, the NPV of free cash flow from investment in these assets is positive by THB 113.27 M. Therefore, IFA is of the opinion that the acquisition value of these HREIT's assets in the amount of not exceeding THB 1,356.60 M is appropriate.

Accordingly, IFA recommends that the trust unitholders should approve the transaction in relation to HREIT and Persons Related to the REIT Manager.

However, the decision to approve or disapprove the transaction shall be at own discretion of the trust unitholders. It is recommended that the trust unitholders additionally study information in all documents enclosed with the notice of the trust unitholders' meeting so as to use judgement and discretion for proper voting decision regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager).

B. Opinions of the Independent Financial Advisor regarding the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager

The Meeting of Board of Directors of WHA Industrial REIT Management Company Limited (the "Company" or "WHA IRM" or "REIT Manager") in its capacity of the REIT Manager of Hemaraj Leasehold Real Estate Investment Trust ("HREIT") on 14 May 2020 passed a resolution to hold an Extraordinary General Meeting No. 1/2020 of the Trust Unitholders of HREIT on 23 June 2020 to consider and approve HREIT to invest in the Additional Investment in Assets No. 3 by leasing lands with factory buildings, offices and other buildings located on such lands, including its component parts for 30 years from the commencement date of the lease period and the right to renew the assets lease term for another 30 years and purchasing any relevant movable properties used for the business operation within the leased properties (the "Additional Investment Assets") The source of fund includes the issuance and offering for sale of additional Trust Units at the amount not exceeding 137,500,000 units, the additional loan at the amount not exceeding THB 650,000,000, or both.

The Company plans to increase the capital of HREIT by issuing and offering for sale of the Trust Units at the amount of not exceeding 137,500,000 units. When combined with HREIT's existing 702,634,116 Trust Units, HREIT's Trust Units will have a total of up to 840,134,116 Trust Units. The price of the Trust Units to be offered for sale will be determined with reference to the appraised value as assessed by an independent appraiser approved by the Office of the Securities and Exchange Commission ("Office of the SEC") and taking into account other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the Trust Units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, debt instruments and other investment options, and (6) results from the survey of institutional investors (Bookbuilding).

1. Nature of the Transaction

Additional Trust Units to be issued and offered for sale not exceeding 137,500,000 units has been divided into 2 options according to the following allocation:

Option 1: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the second capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand in case there is the private placement offering of parts of Trust Units to WHA ID and/or WHA ID's Connected Persons of WHA ID.

Part 1: To allocate not less than 50% of all additional Trust Units issued and offered for sale at this second capital increase to the existing Trust Unitholders whose names appear in the register book of Trust Unitholders in accordance with the proportion of unitholding. However, the additional Trust Units will not be offered for sale

to unitholders which may cause any violation to laws or regulations of foreign countries, or result in additional burden or action to be taken by HREIT further to those required by Thai laws.

Part 2: To allocate the Trust Units to WHA ID and/or WHA ID's Connected Persons. The number of Trust Units to be allocated to the WHA ID and/or WHA ID's Connected Persons, when combined with Part 1, shall not exceed 20% of all Trust Units to be issued and offered for sale in this second capital increase.

Part 3: To allocate the outstanding Trust Units after the offering for sale in the Part 1 and Part 2 to: (1) persons on a private placement basis and/or (2) the general public.

Option 2: The offering for sale and allocation method for additional Trust Units to be issued and offered for sale in the second capital increase and the listing of the newly issued Trust Units on the Stock Exchange of Thailand in case there is no private placement offering of parts of Trust Units to certain Trust Unitholders.

Part 1: To allocate not less than 50% of all additional Trust Units issued and offered for sale at this second capital increase to the existing Trust Unitholders whose names appear in the register book of Trust Unitholders in accordance with the proportion of unitholding. However, the additional Trust Units will not be offered for sale to unitholders which may cause any violation to laws or regulations of foreign countries, or result in additional burden or action to be taken by HREIT further to those required by Thai laws.

Part 2 To allocate the outstanding Trust Units after the offering for sale in the Part 1 and Part 2 to: (1) persons on a private placement basis and/or (2) the general public.

However, the Company will allocate the additional Trust Units to any person or persons in the same group at the amount of not exceeding 50% of the total trust units sold.

1.1. Objectives of the Transaction

To invest in the Additional Investment Assets No. 3 in order to increase the source of income and return for the Trust Unitholders, to utilize as the expenses and fees related to the investment in the Additional Investment Assets No. 3, and to utilize as the expenses and fees related to the repayment of existing debts, and the expenses and fees related to the loans for refinancing, as well as to utilize as the working capital.

1.2. Date of the Transaction

The date for Transaction is after obtaining the approval from Trust Unitholders' Meeting of HREIT and the Securities and Exchange Commission ("the SEC") for the related issues and HREIT has already issued and offered such additional trust units.

1.3. Relevant Parties and Nature of Relationship

WHAID is the shareholder in the Company, who acts as REIT Manager of HREIT, at the ratio equivalent to 99.99% and also is the major trust unitholder of HREIT, including being the current Property Manager of HREIT.

1.4. Type and Size of the Transaction

Not exceeding THB 300,000,000 (which is calculated in case the loan for investment in the main Additional Investment Assets No. 3 is not made, and at the rate of 20% of the funds raised from Trust Unitholders in this capital increase at the total value of not exceeding THB 1,356,600,000, and of relevant estimation).

1.5. Conditions on entry into the Transaction

The aforementioned transaction will be considered as a related party transaction between HREIT and the party related to the Company in its capacity of the REIT Manager of a value equivalent to or greater than THB 20,000,000 and/or exceeding 3% of the Net Asset Value of HREIT, whichever is higher. Under the Trust Deed of HREIT, such transaction must be approved in the Trust Unitholders' Meeting by affirmative votes of not less than three-fourths of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote.

In addition, the private placement of Trust Units to specific Trust Unitholders shall not be objected by the Trust Unitholders for more than 10% of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote under the Undertaking Agreement and Clause 6 of the Notification No. SorRor. 26/2555.

The Trust Unitholders' Meeting for such resolutions must be attended by at least 25 Trust Unitholders, or not less than half of all Trust Unitholders, and the Trust Unitholders present must collectively hold at least one third of all Trust Units sold by HREIT to constitute a quorum.

As for vote counting of Trust Unitholders who are entitled to vote, the Company will not include the vote of the Trust Unitholders with a special interest in the transaction under consideration. The details of Trust Unitholders with a special interest in the transaction under consideration appears in the Notice to the Trust Unitholders' Meeting.

2. Reasonableness of the the Transaction

2.1. Advantages of Entering into the Transaction with Persons Related to the REIT Manager

1) Create of good image for HREIT

The allotment of additional trust units to WHAID and/or the persons in the same group of WHAID will create a good image for HREIT and create confidence for investors because WHAID and/or persons in the same group of WHAID are the major HREIT shareholder and a group of companies with stable financial status, reputation and acceptability.

2) An assurance of receive money from the allotment of Additional Trust Units

For the issuance and offering for sale of additional Trust Units in the amount of not exceeding 20% of all additional trust units to the specific subscribers, namely WHAID and/or the persons in the same group of WHAID, HREIT will certainly receive money from the allotment of additional trust units in this Investment.

2.2. Disadvantages of Entering into the Transaction with Persons Related to the REIT Manager

1) Suspicions about the transaction with Persons Related to the REIT Manager

Entering into the transaction with Persons Related to the REIT Manager may cause stakeholders of HREIT to suspect that such related persons may involve in the special interest of offering price conditions.

However, the entering into the transaction with Persons Related to the REIT Manager will be thoroughly studied and reviewed by the REIT Manager before approval. Besides, the additional trust units will be allocated to Persons Related to the REIT Manager at the offering price that will be determined with reference to the appraised value of the assets, as assessed by the independent appraisers approved by the SEC, and consideration of other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, bonds and other investment options, and (6) results from the survey of institutional investors (Book building). The determination criteria of offering price is the same as to the right offering and the public offering.

2.3. Risks associated with the Transaction with Persons Related to the REIT Manager

1) Risk of conflict of interest

There could be risk associated with a conflict of interest in the Allotment of additional Trust Units to Persons Related to the REIT Manager. Since WHAIRM as the REIT Manager, has duty to manage HREIT in the best interest of the unitholders of HREIT, whereas WHAID is the major shareholder of the WHAIRM (holding approximately 99.99% of total issued capital).

However, additional Trust Units will be allotted to Persons Related to the REIT Manager at the offering price that will be determined with reference to the appraised value of the assets, as assessed by an independent appraiser approved by the SEC, and consideration of other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestic and the global market, (5) the rate of return on investments in equity instruments, debentures and other investment options, and (6) results from the survey of institutional investors (Book building). The determination criteria of offering price is the same as to the right offering and the public offering.

3. Appropriateness of the conditions of the Transaction

The aforementioned transaction will be considered as a related party transaction between HREIT and the party related to the Company in its capacity of the REIT Manager of a value equivalent to and/or greater than THB 20,000,000 or exceeding 3% of the Net Asset Value of HREIT, whichever is higher. Under the Trust Deed of HREIT, such transaction must be approved in the Trust Unitholders' Meeting by affirmative votes of not less than three-fourths of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote.

Furthermore, this is a specific unit trust offering for some unitholders which must not be dissenting votes in the amount more than 10% of all Trust Units of the Trust Unitholders attending the meeting and having the right to vote, pursuant to the Trust Deed of HREIT and no. 6 of SorRor. 26/2555.

The Trust Unitholders' Meeting for such resolutions must be attended by at least 25 Trust Unitholders, or not less than half of all Trust Unitholders, and the Trust Unitholders present must collectively hold at least one third of all Trust Units sold by HREIT to constitute a quorum.

As for vote counting of Trust Unitholders who are entitled to vote, the Company will not include the vote of the Trust Unitholders with a special interest in the transaction under consideration. The details of Trust Unitholders with a special interest in the transaction under consideration appears in the Notice to the Trust Unitholders' Meeting.

IFA is of the opinion that aforementioned condition is reasonable because its condition is in accordance with the relevant regulations of the SEC covering to protecting the interests of existing unitholders of HREIT.

Conclusion of Independent Financial Advisor's Opinion on the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager

IFA has determined appropriateness of the allocation of additional Trust Units to WHAID and/or the persons in the same group of WHAID in the amount of not exceeding 20% of the total additional Trust Units. As such, it is concerned as a connected transaction with Persons Related to the REIT Manager. The offering price will be determined according to the appraised value of the assets as assessed by an independent appraiser approved by the SEC, and taking into account other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, bonds and other investment options, and (6) results from the survey of institutional investors (Book building). The determination criteria of offering price is the same as to the right offering and the public offering.

IFA opines that such transaction is reasonable since the such allotment of trust units will create a good image for HREIT and HREIT could certainly determine specific subscribers. In addition, the determination criteria of offering price is the same as to the right offering and the public offering and will not cause HREIT to lose any benefits.

Accordingly, IFA recommends that **the Trust Unitholders should approve the transaction of** the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager.

However, the decision to approve or disapprove the transaction shall be at own discretion of the Trust Unitholders. It is recommended that the Trust Unitholders additionally study information in all documents enclosed with the Notice of the Trust Unitholders' meeting so as to use judgement and discretion for proper voting decision regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager).

Conclusion of Independent Financial Advisor's Opinion

IFA views that the entering into the Transaction of the Additional Investment Assets No. 3 with WHAID WHA ESIE and WHAIB, which WHA ESIE and WHAIB are the subsidiaries of WHAID, is reasonable since the investment is in accordance with objectives and investment policy of HREIT. The Additional Investment Assets No. 3 are in good condition, ready to use of 14 units and under constructions of 2 units (expected to be complete before investment date). There are lease agreement and letter of intent as of 30 April 2020 of 14 units and the other 2 units are in the process of finding tenants with the rental guarantee from the Property Owners' Company for 3 years. This would enhance HREIT's ability to generate rental income within a short period of time. Moreover, all of 16 additional units are situated in strategic areas which are the center of logistics to other regions. Besides, 4 units of the Additional Investment Assets No.3 are located in the Free Zone Area, making them attractive to the tenants. The acquisition of the additional assets would also increase the average age of the lease term and reducing the expenses per unit of HREIT.

HREIT will request the Asset Owners' Companies to pay rental for the unoccupied leased properties or rental short of the minimum rental rate to HREIT for the period of 3 years from HREIT's investment date or until there is a lessee during such period. The payment for rental short of the minimum rental rate shall only be applicable to the agreements entered into after HREIT's investment, while other conditions shall be in accordance with the Undertaking Agreement that HREIT will enter into with the Asset Owner's Companies.

In addition, the appointment of WHAID as a property manager is reasonable because WHAID has an experience and being one of the leaders in the construction and management of standard industrial factories and warehouses. Therefore, The Company has assured the management in HREIT's properties. The Company has the experiences cooperating with WHAID since Additional Investment Assets No. 1 which make the familiarity and efficiency to review the assets and related documents.

For the appropriateness of the price entering into transaction, the IFA has determined the appropriateness of the price by using the book value approach and Discounted Free Cash Flow approach by the IFA which can be summarized as follows:

No.	Approach	Value (THB M)	Appropriateness of Valuation Approach
1	Book Value Approach	572.59	Not appropriate
2	Discounted Cash Flow by IFA	1,542.25	Appropriate

The IFA has the opinion for appropriateness of valuation approach as follows:

1. **Book Value Approach** is an approach that reflects the asset value at a certain point in time without considering the ability to generate cash flows in the future of such assets. **Therefore, this approach is not appropriate to be used to evaluate the value of the assets that HREIT will invest in Additional Acquisition Investment No.3.**
2. **Discounted Cash Flow Approach** by IFA is an approach that reflects the assets' ability to generate Cash Flow in the future of such assets under the assumption based on lease and service agreement with the current tenants. The information and historical performance including in REIT manager interview. **Therefore, this approach is appropriate to evaluate the value of the assets that HREIT will invest in Additional Acquisition Investment No.3.**

In conducting the investment feasibility test of the Additional Investment Assets No. 3, the IFA has evaluated the assets' ability to generate future cash flows based upon revenue and expense assumptions and applying Weighted Average Cost of Capital ("WACC") as a discount rate to calculate the present value of such cash flow. The IFA then calculated the NPV of cash flow by using such present value minus the expenses which will be borne by HREIT for the acquisition of assets and acquisition price of not exceeding THB 1,356.60M as follows:

Summary of the Net Present Value (NPV) of free cash flow from the Investment

Details	Amount (THB M)
Present value of free cash flow (PV)	1,542.25
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Remark: ^{/1} The estimated set up cost comprises of property lease registration fee, related professional fee, SEC approval and filing fee of new issuing and offering trust units, loan front-end fee and other expenses related issuing and offering trust units etc.

From the above asset valuation, **the NPV of free cash flow from investment in these assets is positive by THB 113.27 M. Therefore, IFA is of the opinion that the acquisition value of these HREIT's assets in the amount of not exceeding THB 1,356.60 M is appropriate.**

IFA has determined appropriateness of the allocation of additional trust units to WHAID and/or the persons in the same group of WHAID in the amount of not exceeding 20% of the total additional trust units. As such, it is concerned as a connected transaction with Persons Related to the REIT Manager. The offering price

will be determined according to the appraised value of the assets as assessed by an independent appraiser approved by the SEC, and taking into account other relevant factors, including: (1) conditions of the capital and financial markets during the offer for sale of the trust units, (2) the appropriate rate of return for investors, (3) the commerciality of the assets, (4) interest rates, both domestically and on the global market, (5) the rate of return on investments in equity instruments, bonds and other investment options, and (6) results from the survey of institutional investors (Book building). The determination criteria of offering price is the same as to the right offering and the public offering.

IFA opines that such transaction is reasonable since it will create a good image for HREIT and HREIT could certainly determine specific subscribers. In addition, the offering price is based on the offering price for the right offering and the public offering and will not cause HREIT to lose any benefits.

Accordingly, IFA recommends that the trust unitholders should approve the transaction in relation to HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager) and the Allotment of Trust Units between HREIT and Persons Related to the REIT Manager.

However, the decision to approve or disapprove the transaction shall be at own discretion of the trust unitholders. It is recommended that the trust unitholders additionally study information in all documents enclosed with the notice of the trust unitholders' meeting so as to use judgement and discretion for proper voting decision regarding HREIT's Acquisition of Assets and Related Party Transactions (Persons Related to the REIT Manager).

Baker Tilly Corporate Advisory Services (Thailand) Ltd., as IFA, hereby certifies that we have considered and analyzed all information and rendered opinion fairly and thoroughly under professional standards by paying attention primarily to the interest of the trust unitholders.

In providing the above opinion, IFA has taken into account the information and documents available publicly, the information from industry analyses and forecasts, the information and documents supplied by the Company, including the management interview. IFA may not certify the accuracy or completeness of the obtained information and the information from the management interview. Moreover, the opinion hereby proposed to the trust unitholders is given regarding HREIT's Acquisition of Assets and Persons Related to the REIT Manager only. Such opinion is based on the economic environment and the information prevailing at the time of preparing this report. Therefore, any significant change in these factors could have an impact on IFA's opinion.

Yours sincerely,

(Yunyong Thantiviramanon)

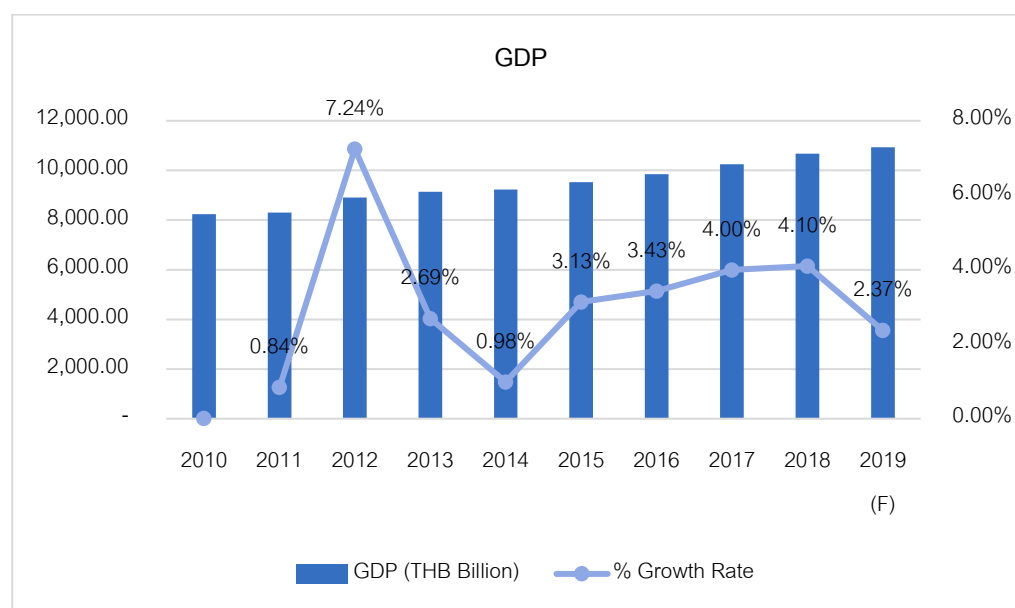
Senior Partner

Compliance Supervisor

Baker Tilly Corporate Advisory Services (Thailand) Limited

Attachment 1: Economics and Industry Overview

1. Gross Domestic Product

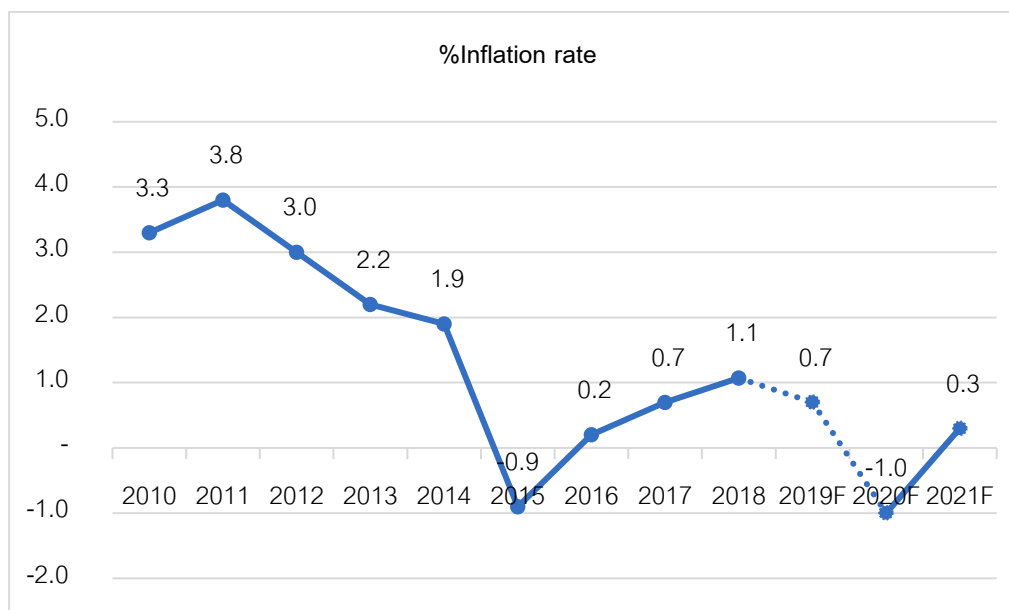


Source: Bank of Thailand as of 31 March 2020

The Committee viewed that the Thai economy would markedly contract in 2020 due mainly to the COVID-19 outbreak and would affect a large number of related businesses and employment. Tourist figures were expected to substantially decline from the previous forecast. Merchandise exports were expected to shrink in tandem with a significant slowdown in trading partner economies and the impact of supply chain disruptions. As a result, domestic demand was projected to contract in all components except for public expenditure which would grow at a lower rate than expected owing to the delayed enactment of the Annual Budget Expenditure Act. The Committee therefore projected that the Thai economy would contract by 5.3% in 2020 but would recover in 2021 and expand 3.0%, provided that the virus spread in Thailand could be contained in accordance with the Ministry of Public Health estimate, and that the tourist figures would gradually recover. The annual average of headline inflation in 2020 would be negative at -1.0%. In 2021, it would be at 0.3%, which would remain below the inflation target. This would be owing to a rapid decline in crude oil prices, resulting in negative energy inflation. Moreover, core inflation was projected to be negative in line with a large decline in demand-pull inflationary pressures, despite a slight rise in fresh food prices due to the drought.

Source: Edited Minutes of the Monetary Policy Committee Meeting (No. 2/2020): 25 March 2020 at Bank of Thailand (Publication Date: 8 April 2020).

2. Inflation

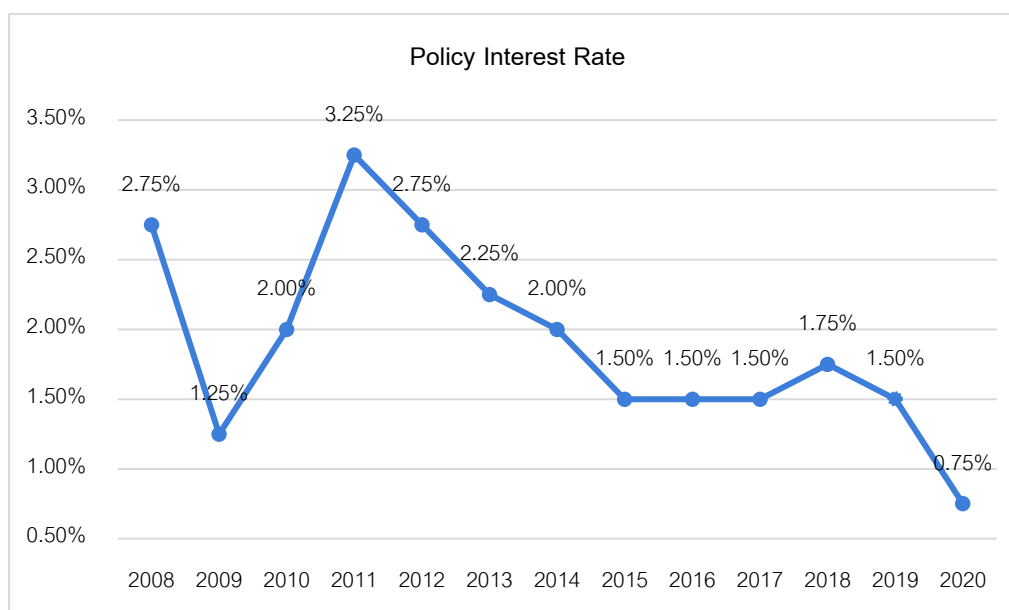


Source: Inflation rate forecasted by International Monetary Fund (IMF) on April 2020

According to the World Economic Outlook Report by IMF on April 2020, the forecasted inflation rates of the ASEAN region (Indonesia, Malaysia, Philippines, Vietnam and Thailand) were projected to be 1.80% and 2.70% in year 2020 and 2021 respectively. The forecasted inflation rates of Thailand were projected to be -1.10% and 0.60% respectively.

In additions, Headline inflation would be negative due to the sharp decline in crude oil and energy prices. Core inflation was expected to be negative, in line with a large decrease in demand-pull forecast inflationary pressures. Headline inflation was projected to be negative at -1.0% in 2020, before gradually increasing to 0.3% in 2021 consistent with the gradual economic recovery outlook. However, headline inflation would remain below the inflation target. (Source: Monetary Policy Report, BOT, March 2020).

3. Policy Interest Rate



Source: Monetary Policy Committee's Decision 2/2020 dated 25 March 2020

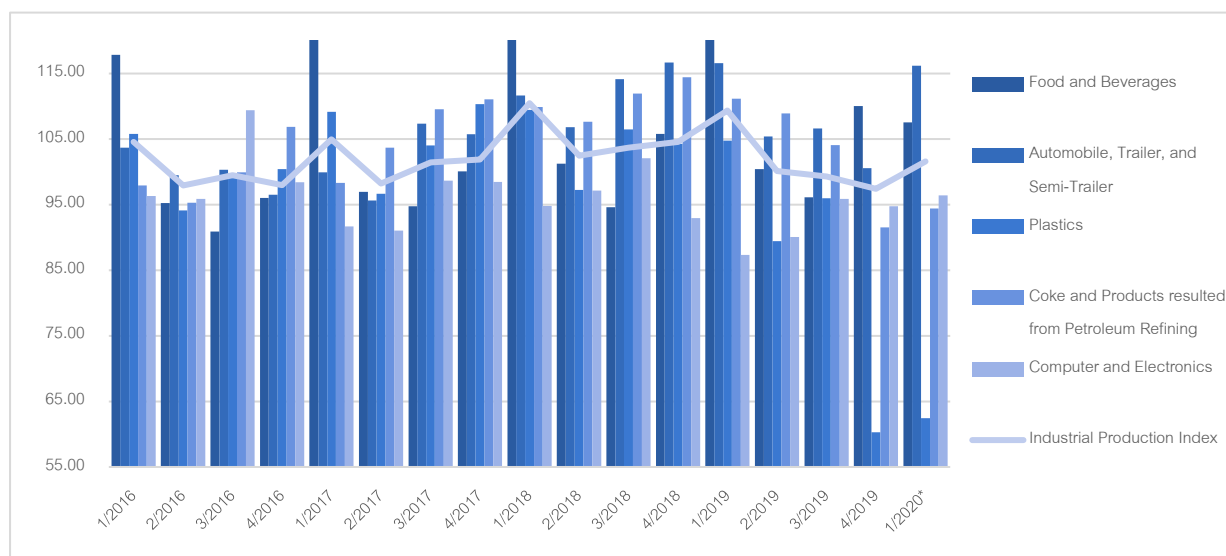
In the meeting on 25 March 2020, the Monetary Policy Committee (MPC) viewed that the Thai economy would markedly contract in 2020 as tourist figures and merchandise exports were severely affected by the COVID-19 outbreak. The annual average of headline inflation was projected to be negative this year in tandem with declining energy prices and the contracting economy. Stability of Thai financial markets, especially the bond markets, improved after the Bank of Thailand implemented measures to enhance liquidity in financial markets, although developments still warranted close monitoring.

The financial system remained sound overall. Commercial banks had robust capital fund and loan loss provision levels. Nonetheless, vulnerabilities increased in some pockets, especially those related to debt servicing capability of households and SMEs that could deteriorate owing to the significant economic contraction. In this situation, coordination between financial and fiscal measures was urgently needed to support households and SMEs.

The Committee viewed that targeted measures designed to address liquidity needs would be of great importance. Most members thus voted to maintain the policy rate at this meeting. However, two members voted to cut the policy rate by 0.25% due to the significant economic contraction.

4. Manufacturing Production Index (MPI)

Manufacturing Production Index (MPI) by Quarter year 2016 to 1st Quarter year 2020 (Base year 2016)



Source: Office of Industrial Economics on 31 March 2020

Manufacturing Production Index (MPI) (weighted average of production value) was computed from base year 2016. The MPI in the 1st quarter of 2020 was 101.59, decreased 7.78 points from the same period of last year (109.37 in 1st quarter of 2019) caused the economic slowdown from COVID-19 virus situation and the drought. The production of the major industries had been changed as follows:

- Food And Beverage reduces 19.69 points (or 15.47% YoY)
- Automobile, Trailer And Semi-trailer reduces 0.40 points (or 0.34% YoY)
- Rubber And Plastic reduces 42.30 points (or 40.37% YoY)
- Coke And Products Resulted From Petroleum Refining reduces 16.76 points (or 15.07% YoY)
- Computer And Electronic increases 9.06 points (or 10.37% YoY)

However, some industry operators have raise their production to suit the situation and demand for products such as Coke And Products Resulted From Petroleum Refining, Computer and Electronics, Chemicals and Chemical Products. As a result, the MPI in March 2020 grew up by 1.95% from February 2020, including the MPI in the 1st quarter of 2020 that grew up from the 4th quarter of 2019 by 4.67%.

5. Industry Trend of Rental Factory and Warehouse

The overview of industrial area market in the year 2019 was continuously grow as a result of the government stimulation combined with the EEC project being more more explicitly. In terms of locations, privileges and the progress of the infrastructure project, these make the continuous transactions of land trading in the industrial area. Especially, the transaction from Alibaba was worth over THB 3 billion at the end of 2019 which was stimulating the industrial area market.

Industrial Estate Land

Recently, the Industrial estate lands around the northern Bangkok, eastern Bangkok and Eastern Seaboard area have continuous growth. There were approximately 168,000 rai of land available for selling in all industrial estates which 87% were already sold. The average selling price was approximately THB 5.70 M/rai, increasing by 9% from last year. The industrial estate lands in Chonburi province had the highest price at THB 11 M/rai.

Rental Ready-build Factory

Rental Ready-build Factory	Supply (Sq.m.)	Occupancy rate	Average Rental Fee (THB/ Sq.m./month)
Northern Bangkok ^{/1}	750,836	61%	195
Eastern Bangkok ^{/2}	818,343	89%	211
Eastern Seaboard ^{/3}	927,165	80%	199
Total	2,496,344	77%	202

Remark: ^{/1} Northern Bangkok comprised of Ayutthaya, Pathum Thani and Saraburi

^{/2} Eastern Bangkok comprised of Samut Prakan, Chonburi and Chachoengsao

^{/3} Eastern Seaboard comprised of Lam Chabang and Rayong

The supplies of rental ready-build factories in the aforementioned table are approximately 2.50 M sq.m. with the average occupancy rate at 77% while the rental fee of ready-build factories have slightly increased at THB 202 /sq.m./month. However, the supplies of rental area are expected to be slightly increased as the market trend and the direction of infrastructure projects that would be more clear including the increase of the rental fee as well.

Rental Ready-build Warehouse

Rental Ready-build Warehouse	Supply (Sq.m.)	Occupancy rate	Average Rental Fee (THB/ Sq.m./month)
Northern Bangkok ^{/1}	701,688	91%	145
Eastern Bangkok ^{/2}	2,141,948	92%	172
Eastern Seaboard ^{/3}	1,073,596	89%	153
Total	3,917,232	90%	157

Remark: ^{/1} Northern Bangkok comprised of Ayutthaya, Pathum Thani and Saraburi

^{/2} Eastern Bangkok comprised of Samut Prakan, Chonburi and Chachoengsao

^{/3} Eastern Seaboard comprised of Lam Chabang and Rayong

The rental ready-build warehouse market in industrial estates is likely to have more demand which is partly resulted from the growth of E-Commerce business, causing the warehouse rental business considerably growing. In additions, there are numerous demands of warehouse space for storing, sorting and delivering products both in domestic and international consumers. Currently, the supplies of rental ready-build warehouse are approximately in total of 4 M sq.m., increased by 2% from last year. The occupancy rate is approximately 90% and the average rental rate is approximately THB 157 /sq.m./month.

In addition, the flows of foreign investment was still coming in steadily, but not much due to the uncertainty of the world economy in 2019 and the fluctuation of the Thai baht. These negatively affected some businesses, especially the export sectors such as automotive industry. Some companies have decided to reduce the production capacity in Thailand to reduce higher expenses. Nevertheless, Japan has the most number of projects requested for investment promotion in the EEC, 167 projects or 24% of all foreign investment projects. Which the investment values were THB 59,187 M, equivalent to 29% of the total investment from foreigner requested for investment promotion.

In 2020, the industrial market was expected to have positive trend from the stimulus of government's EEC project, including the clear progress of the infrastructure project.

Source: "The Positive Outlook of Industrial Area Market In Year 2020 from The Government' Stimulus Policies" by Nexus Real Estate Advisory Company Limited.

Attachment 2: Information on Hemaraj Leasehold Real Estate Investment Trust

1. Background and General Information

Hemaraj Leasehold Real Estate Investment Trust ("HREIT") is a closed-end real estate investment trust with specific purpose. HREIT was established, without project life stipulated, on 21 November 2016 with a registered capital of THB 5,693.6 M (569,360,000 units at THB 10 per unit). HREIT was later listed and commenced trading on the Stock Exchange of Thailand on 28 November 2016. As of 31 March 2020, HREIT had registered and paid-up trust units of 702,634,116 units with amounting to THB 6,223,370,892.24.

HREIT has a policy to invest in main asset in the type of property or leasehold in property (including sub-leasehold in property), and asset which is component or accessory of the said property. HREIT shall invest in the category of assets such as warehouses, distribution centers or ready-built factories and roof area, or any part of such buildings located in (a) the industrial operation area which was established, invested and/or developed by WHA; or (b) the area developed by WHA adjacent to the industrial operation area; or (c) the area outside (a) and (b) which WHA has sole title or possessory right or mutual title or possessory right between WHA and affiliate of WHA before 13 October 2015, and such title or possessory right is consecutively held at all time.

The REIT Manager shall generate benefits from such properties by means of lease, sub-lease, lease of area in an aspect of leasing, services associated with leasing and leased assets in order to generate income and return for HREIT and the trust unitholders of HREIT. Therefore, HREIT shall not operate in the aspect of other businesses, hotel and hospital business for instance, and HREIT shall not lease out the properties to person with reasons to suspect that the properties will be used for unethical and unlawful businesses. As at 31 March 2020, HREIT has invested in 131 assets units as follows:

	Location	Land Area (rai-ngan-sq.m.)	Building Area (sq.m.)	No. of unit	Investment Date	Investment Value (THB)
1	WHA Eastern Seaboard Industrial Estate 1 Project (WHA ESIE1)	144-1-35.18	127,508	32	23 November 2016	3,706,795,961
					4 January 2018	555,810,774
2	Eastern Seaboard Industrial Estate (Rayong) Project (ESIE)	45-0-25.40	57,752	41	23 November 2016	1,363,364,875
					4 January 2018	451,357,777
3	WHA Chonburi Industrial Estate 1 Project (WHA CIE 1)	18-0-29.30	17,712	19	23 November 2016	508,371,103
					4 January 2018	57,393,504
4	WHA Saraburi Industrial Land Project (WHA SIL)	26-0-94	28,012	16	4 January 2018	358,192,698
					24 December 2018	477,000,000
5	WHA Logistics Park 1 Project (WHA LP 1)	10-1-75	16,820	2	23 November 2016	425,780,818

	Location	Land Area (rai-ngan-sq.m.)	Building Area (sq.m.)	No. of unit	Investment Date	Investment Value (THB)
6	WHA Logistics Park 2 Project (WHA LP 2)	39-2-58	50,996	11	23 November 2016	1,310,894,762
7	WHA Logistics Park 4 Project (WHA LP 4)	20-1-37.50	33,705	10	23 November 2016	659,783,899
					4 January 2018	167,092,999
	Total	304-0-54.38	332,505	131		10,041,839,169

Source: Form 56-1 of HREIT as of 31 December 2019 and the interim financial information dated on 31 March 2020

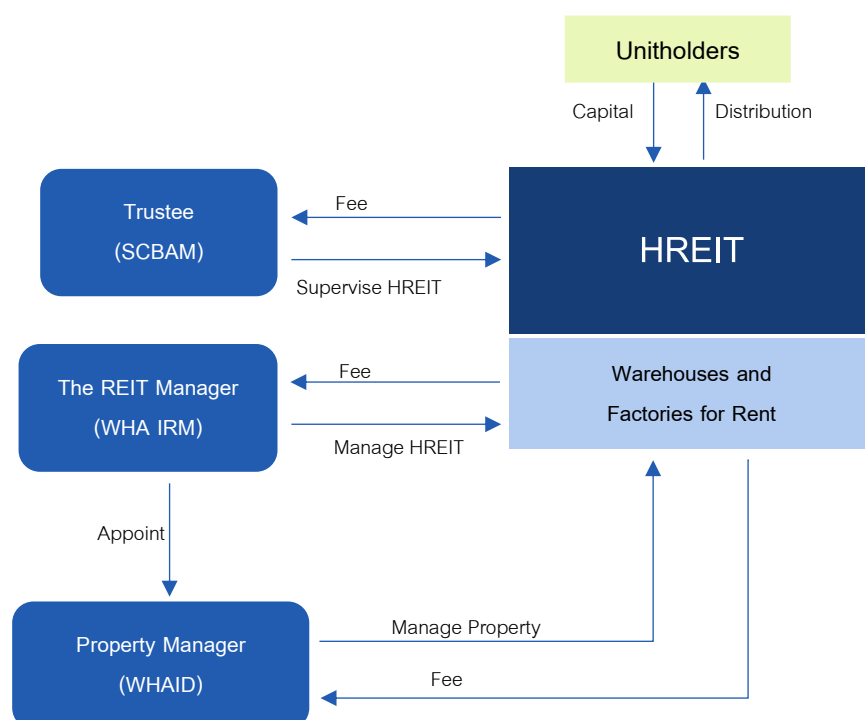
2. Unitholder Structure

The major unitholders as at 3 April 2019 are as follows:

No.	Unitholders	No. of Units	%
1	WHA Industrial Development Public Company Limited	105,395,609	15.00%
2	TMB Property Income Plus Fund	35,991,200	5.12%
3	The South East Life Insurance Co., Ltd.	35,807,761	5.10%
4	Dhipaya Life Assurance Public Co., Ltd.	22,900,000	3.26%
5	Thanachart Property and Infrastructure Flexible Fund	11,916,052	1.70%
6	Mrs.Nuchara Vayakornvichitr	11,173,500	1.59%
7	Krung Thai Property And Infrastructure Flexible Fund	9,879,200	1.41%
8	LH Property Plus I Fund	9,592,300	1.37%
9	LH Thai Property Fund	8,717,400	1.24%
10	Mr. Wicha Sakuldee	8,356,700	1.19%
11	Minority Unitholders	442,904,394	63.03%
Total		702,634,116	100.00%

Source: Stock Exchange of Thailand as of 3 April 2020

3. HREIT's Structure



HREIT has invested in land leasehold rights and leasehold rights in factory and warehouse buildings, at present, HREIT has hired WHAID to be the Property Manager.

4. The REIT Manager

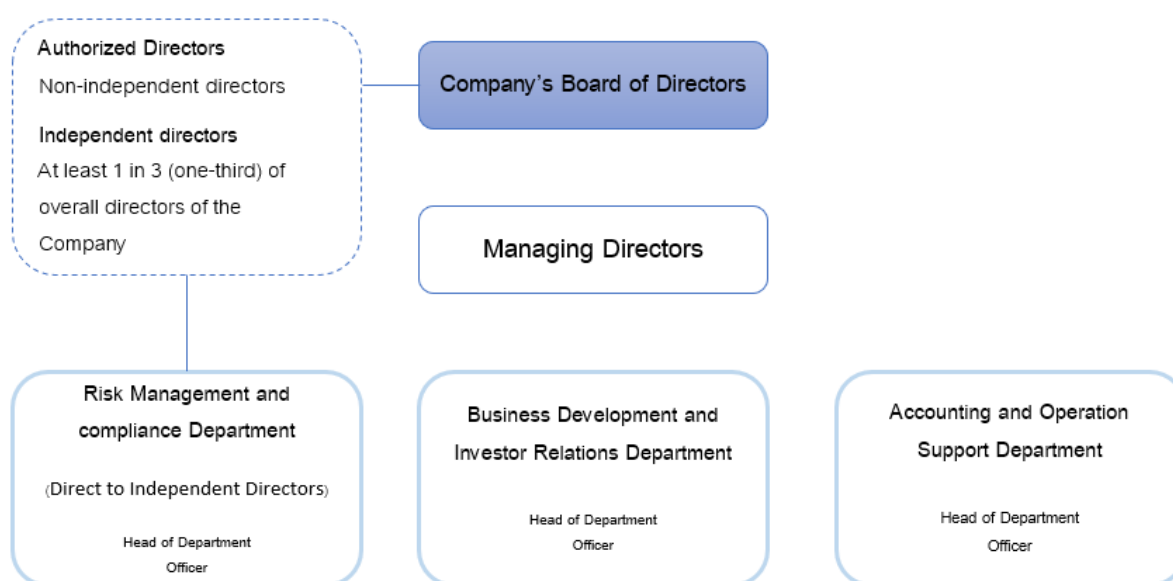
Name	WHA Industrial REIT Management Co., Ltd.
Address	No. 9, 27th Floor UM Tower, Ramkhamhaeng Road, Suan Luang Sub-district, Suan Luang District, Bangkok 10250
Registration Number	0105558056893
Telephone	0-2717-3901
Fax	0-2717-3902
Website	www.hemarajreit.com

Source: Form 56-1 of HREIT as of 31 December 2019

5. Management Structure

The REIT Manager is divided into 3 main departments based on its duties and responsibilities which are
 1) Risk Management and Compliance Department 2) Business Development and Investor Relations Department
 3) Accounting and Operational Support Department.

Risk Management and Compliance Department is directly under Independent director's control as follows:



Source: Form 56-1 of HREIT as of 31 Decmber 2019

6. List of Directors of The REIT Manager:

No.	Name	Position
1	Ms. Jareeporn Jarukornsakul	Chairman of Board of Directors (Authorized directors)
2	Mr. Krailuck Asawachatroj	Director (Authorized directors)
3	Mr. Phorntep Rattanatraipop	Independent Director

Source: Form 56-1 of HREIT as of 31 Decmber 2019

7. List of Management Team of The REIT Manager

No.	Name	Position
1	Ms. Jarucha Satimanont	Acting Managing Director
2	Ms. Bussarin Wattanasunthornsakul	Manager – Risk Management and Compliance
3	Mr. Narawut Rattanarangsana	Assistant Manager - Business Development & Investor Relations

Source: Form 56-1 of HREIT as of 31 December 2019

8. Historical Operating Performance of HREIT

Warehouse	31 December 2017	31 December 2018	31 December 2019
Occupancy Rate (%)	52.6	80.2	95.9
Rental Rate (THB/sq.m./month)	151	151	149
Factory	31 December 2017	31 December 2018	31 December 2019
Occupancy Rate (%)	77.3	85.5	93.8
Rental Rate (THB/sq.m./month)	199	198	199

Source: Form 56-1 of HREIT as of 31 December 2019 and the Company

9. Current Assets Invested by HREIT as at 31 March 2020

No.	Project	Total Unit	Occupied Unit	Vacance Unit	Net Leasable Area (sq.m.)	Occupied Area (sq.m.)	Vacance Area (sq.m.)
	Warehouse						
1	WHA LP1	2	2	-	16,820	16,820	-
2	WHA LP2	11	10	1	50,996	47,626	3,370
3	WHA LP4	10	10	-	33,705	32,955	750
	Total warehouses	23	22	1	101,521	97,401	4,120
	Factory						
1	ESIE	41	33	8	57,752	50,230	7,522
2	WHA CIE1	19	19	-	17,712	17,712	-
3	WHA ESIE1	32	31	1	127,508	124,520	2,988
4	WHA SIL	16	15	1	28,012	27,112	900
	Total factories	108	98	10	230,984	219,574	11,410
	Total	131	120	11	332,505	316,975	15,530

Source: the Company

10. Competitors in the industry

Warehouse and factory for rent operators are often large operators due to the high investment. The main competitors of HREIT as at 31 December 2019 are as follows:

1. Amata Corporation PCL. ("AMATA"), is the developer of Amata Nakorn Industrial Estate and the establisher of Amata City Chonburi Industrial Estate located in Amphur Mueng, and Amphur Panthong, Chonburi, on an area of around 25,338.05 rai (divided into sales area 13,358.29 rai, common area and others 4,824.22 rai and future development area of 7,155.54 rai); Amata's subsidiaries, the operator of Amata City Industry Estate, located in Pluak Daeng district, Rayong, on area of 15,396.65 rai (divided into sales area 11,930.38 rai, common area and others 2,865.11 rai

and future development area of 601.16 rai). Target customers of Amata Nakorn are both Thai and foreign investors. (Source: AMATA Annual report 2019)

2. Amata Summit Growth Freehold and Leasehold Real Estate Investment Trust ("AMATAR") consists of 88 units of factory buildings with leasable area of 160,586.52 sq.m. on 224 rai 1 ngan 82.21 sq.m. which is located in Amata City Chonburi Industrial Estate and Amata City Rayong Industrial Estate. (Source: AMATAR Annual report 2019)
3. Rojana Industrial Park PCL. ("ROJNA"), the industrial parks developer which has developed properties in different areas with various utilities for sale in 4 provinces such as Ayutthaya (7,783 rai), Rayong (2,321 rai), Prachinburi (3,625 rai) and Chonburi (5,701 rai). (Source: ROJNA Annual report 2019)
4. Frasers Property (Thailand) Public Company Limited ("FPT"), the property developer of residential, commercial and industrial. Owing to the property management for industrial is the operator of industrial factories and warehouses for rent including the build-to-suit factories and warehouse. Recently, FPT has 16 industrial factory zones located in 7 provinces (consisting of Phranakhon Si Ayutthaya, Chonburi, Rayong, Samut Prakan, Pathum Thani, Bangkok, Prachin Buri); with a total of 452 units and leased area of 361,185 sq.m. and 26 warehouse zones located in 9 provinces (Chachoengsao, Chonburi, Phranakhon Si Ayutthaya, Rayong, Samut Sakhon, Samut Prakan, Khonkan, Prachin Buri, and Lamphun) with a total of 410 units and leased area of 708,875 sq.m. (Source: FPT Annual report as of 30 September 2019)
5. Frasers Property Thailand Industrial Freehold & leasehold REIT ("FTREIT") has invested in leasehold and freehold factories in 11 locations in 5 provinces (Phranakhon Si Ayutthaya, Pathum Thani, Samut Prakan, Prachin Buri, and Rayong) with a total of 315 units and leases area 789,660 sq.m. and ready-built and built-to-suit warehouse in 17 locations in 7 provinces (Phranakhon Si Ayutthaya, Pathum Thani, Samut Prakan, Prachin Buri, Chonburi, Rayong and Chachoengsao), with a total of 239 units and 888,815 sq.m. (Source: FTREIT Annual report as of 30 September 2019)

11. HREIT Financial Position Reports

The reports comprise of statement of financial position, statement of income, statement of cash flow, and a table illustrating significant financial ratios for the period of 31 December 2017 31 December 2018 and 31 December 2019 which have been audited by certified public accountants and the period of 31 March 2020 which have been reviewed by certified public accountants.

Statement of Financial Position as at 31 December 2017, 31 December 2018, 31 December 2019 and 31 March 2020

unit: M THB	31 Dec 2017	% on total assets	31 Dec 2018	% on total assets	31 Dec 2019	% on total assets	Change	% Change	31 Mar 2020	% on total assets
Assets										
Investments at fair value	7,240.31	85.85%	9,430.07	97.30%	9,642.37	97.26%	212.30	2.25%	9,601.48	96.83%
Cash and cash equivalents	1,160.02	13.75%	135.55	1.40%	162.81	1.64%	27.26	20.11%	203.32	2.05%
Accounts receivable and other receivable	23.41	0.28%	51.61	0.53%	20.73	0.21%	(30.88)	-59.83%	28.13	0.28%
Prepaid expenses	0.75	0.01%	1.36	0.01%	14.49	0.15%	13.14	967.75%	17.18	0.17%
Deferred expenses	2.91	0.03%	49.66	0.51%	37.54	0.38%	(12.12)	-24.41%	34.52	0.35%
Deferred income from operating lease agreement	2.91	0.03%	19.21	0.20%	33.34	0.34%	14.13	73.57%	30.30	0.31%
Refundable VAT	0.19	0.00%	0.48	0.00%	0.28	0.00%	(0.20)	-41.04%	0.32	0.00%
Other assets	3.09	0.04%	3.43	0.04%	2.37	0.02%	(1.06)	-30.83%	0.69	0.01%
Total assets	8,433.60	100.00%	9,691.37	100.00%	9,913.95	100.00%	222.57	2.30%	9,915.93	100.00%
Liabilities										
Unearned rental and service income	7.15	0.08%	10.29	0.11%	12.02	0.12%	1.73	16.79%	9.97	0.10%
Deposits received from customers	134.73	1.60%	166.81	1.72%	191.75	1.93%	24.94	14.95%	204.20	2.06%
Borrowing from financial institutions - net	2,293.51	27.19%	3,282.31	33.87%	3,293.21	33.22%	10.90	0.33%	3,296.00	33.24%
Accrued expenses	11.90	0.14%	26.68	0.28%	19.74	0.20%	(6.94)	-26.02%	20.93	0.21%
Other liabilities	1.08	0.01%	24.46	0.25%	13.09	0.13%	(11.37)	-46.49%	13.55	0.14%
Total liabilities	2,448.37	29.03%	3,510.55	36.22%	3,529.81	35.60%	19.26	-40.44%	3,544.66	35.75%
Net assets value										
Capital received from unitholders	6,516.97	77.27%	6,062.44	62.55%	6,046.56	60.99%	(15.88)	-0.26%	6,046.56	60.98%
Retained earnings (deficits)	(531.74)	-6.30%	118.39	1.22%	337.58	3.41%	219.20	185.15%	324.72	3.27%
Net assets value	5,985.23	70.97%	6,180.82	63.78%	6,384.14	64.40%	203.32	184.89%	6,371.28	64.25%
Liabilities and net assets	8,433.60	100.00%	9,691.37	100.00%	9,913.95	100.00%	222.57	2.30%	9,915.93	100.00%

Statement of Income for the period from 1 January 2017 to 31 December 2017, 1 January 2018 to 31 December 2018, 1 January 2019 to 31 December 2019 and 1 January 2020 to 31 March 2020

Unit: M THB	2017	% on revenue	2018	% on revenue	2019	% on revenue	Change	%Change	Q1/2020	% on revenue
<u>Investment income</u>										
Rental and service income	447.23	77.53%	519.35	71.53%	640.83	83.45%	121.48	23.39%	168.10	98.46%
Rooftop rental income	4.87	0.84%	5.90	0.81%	5.90	0.77%	(0.00)	-0.01%	1.48	0.86%
Undertaking income	123.78	21.46%	200.03	27.55%	120.28	15.66%	(79.75)	-39.87%	1.00	0.58%
Interest income	0.96	0.17%	0.76	0.10%	0.93	0.12%	0.17	22.23%	0.15	0.09%
Total income	576.83	100.00%	726.04	100.00%	767.94	100.00%	41.90	100.00%	170.72	100.00%
<u>Expenses</u>										
Management fee	13.08	2.27%	14.44	1.99%	15.46	2.01%	1.01	7.01%	3.87	2.27%
Trustee fee	12.18	2.11%	14.44	1.99%	15.46	2.01%	1.01	7.01%	3.87	2.27%
Registrar fee	2.45	0.42%	2.19	0.30%	2.08	0.27%	(0.10)	-4.73%	0.50	0.30%
Property management fee	13.59	2.36%	20.82	2.87%	13.79	1.80%	(7.02)	-33.74%	4.52	2.64%
Other expenses	13.60	2.36%	29.27	4.03%	40.07	5.22%	10.80	36.90%	9.77	5.72%
Total expenses	54.90	9.52%	81.15	11.18%	86.85	11.31%	5.70	12.46%	22.54	13.20%
Net investment income before financial costs	521.93	90.48%	644.89	88.82%	681.09	88.69%	36.20	87.54%	148.18	86.80%
Interest expenses	96.57	16.74%	117.98	16.25%	137.09	17.85%	19.11	16.20%	32.98	19.32%
Net gain from sale of investments	425.36	73.74%	526.91	72.57%	544.00	70.84%	17.09	71.35%	115.21	67.48%
Net unrealised gain (loss) from investments valuation	(425.41)	-73.75%	650.12	89.54%	756.36	98.49%	106.24	16.34%	126.75	74.24%

Statement of Cash Flow for the period from 1 January 2017 to 31 December 2017, 1 January 2018 to 31 December 2018, 1 January 2019 to 30 December 2019 and 1 January 2020 to 31 March 2020

Unit: M THB	2017	2018	2019	Q1/ 2020
Net cash (used in)/generated from operating activities	390.96	(1,386.81)	704.07	210.12
Net cash generated from financing activities	576.02	362.35	(676.82)	(169.62)
Net (decrease)/increase in cash and cash equivalents	966.98	(1,024.46)	27.26	40.51
Cash and cash equivalents at the beginning of the period	193.04	1,160.02	135.55	162.81
Cash and cash equivalents at the end of the period	1,160.02	135.55	162.81	203.32

Financial ratios as at 31 December 2017, 31 December 2018, 31 December 2019

Financial ratios	2017	2018	2019
Net assets at the end of the period (THB)	5,985,232,251	6,180,822,478	6,384,139,028
Ratios of total expenses to average net assets during the period (%)	1.02	1.33	1.39
Ratios of investment income to average net assets during the period (%)	10.72	11.91	12.25
Ratios of weighted average investment purchases and sales during the period to average net assets during the period (%) *	0.02	33.86	-
Average net assets value during the period (THB)	5,382,249,574	6,096,956,919	6,269,947,559

Remark: * The value of investment turnover during the period does not include cash at banks and is calculated on a weighted average basis over the accounting period.

Analysis of HREIT's Financial Position

Asset

At 31 March 2020, HREIT had total assets of THB 9,915.93 M, consisting mainly of Investments at fair value, an amount of THB 9,601.48 M or 96.83% of total assets, and cash and cash equivalents, an amount of THB 203.32 M or 2.05% of total assets. Total assets increased by THB 1.98 M or 0.02% compared to the amount at 31 December 2019 due to an increase of THB 7.4 M or 35.70% in accounts receivable and other receivable, and an increase of THB 40.51 M or 24.88% in cash and cash equivalents.

At 31 December 2019, HREIT had total assets of THB 9,913.95 M, consisting mainly of Investments at fair value, an amount of THB 9,642.37 M or 97.26% of total assets, and cash and cash equivalents, an amount of THB 162.81 M or 1.64% of total assets. Total assets increased by THB 222.57 M or 2.30% compared to the amount at 31 December 2018 due to an increase in the following accounts: An increase of THB 209.80 M in Investment in properties at fair value, THB 2.51 M in Investment in securities, and THB 27.26 M in cash and cash equivalents.

Liabilities

At 31 March 2020, HREIT had total liabilities of THB 3,544.66 M, increasing by THB 14.85 M or 0.42% compared to 31 December 2019. Total liabilities consist mainly of Borrowing from financial institutions – net, an amount of THB 3,296.00 M or 33.24% of total assets, which increased by 0.08% compared to 31 December 2019 due to an increase by THB 2.80 M in Borrowing fee from financial institution (amortization). Another major component of total liabilities was Deposits received from customers, an amount of THB 204.20 M or 2.06% of total assets, increasing by 6.49% compared to the amount at 31 December 2019.

At 31 December 2019, HREIT had total liabilities of THB 3,529.81 M, increasing by THB 19.26 M or 0.55% compared to the amount at 31 December 2018. Total liabilities mainly comprise of Borrowings from financial institution – net, an amount of THB 3,293.21 M or 33.22% of total assets due to an increase by THB 10.90 M or 0.33% in Borrowing fee from financial institution (amortization). In addition, Deposits received from customers, an amount of THB 191.75 M or 1.93% of the total assets, increased by 14.95% compared to the amount at 31 December 2018.

Net Assets

At Q1/ 2020, HREIT had net assets of THB 6,371.28 M, consisting of Capital received from unitholders of THB 6,046.56 M, and Retained earnings of THB 324.72 M.

At 31 December 2019, HREIT had net assets of THB 6,384.14 M, increasing by THB 203.32 M or 3.29% compared to the amount at 31 December 2018. Net assets comprised of Capital received from unitholders, an amount of THB 6,046.56 M which decreased by 0.26% from a capital reduction of THB 0.0226/ unit or THB 15.88 M on 26 March 2019. In addition, HREIT had retained earnings of THB 337.58 M, increasing by 185.15% compared to the amount at 31 December 2018.

Operating Results

For the period ending 31 March 2020, HREIT had the total income of THB 170.72 M; the income mainly came from Rental and service income, an amount of THB 168.10 M or 98.46% of the total income, and Rooftop rental income, an amount of THB 1.48 M or 0.86% of the total income. For the expenses, HREIT had the total expenses of THB 22.54 M, consisting of Other expenses (Property maintenance expenses, Set-up cost amortization, professional fee, and other expenses), an amount of THB 9.77 M or 5.72% of total income, and Property management fee, an amount of THB 4.52 M or 2.64% of total income. In this regard, HREIT had the net investment income after deducting interest expenses (THB 32.98 M) of THB 115.21 M.

For the period ending 31 December 2019, HREIT had total income of THB 767.94 M, increasing by 5.77% from the amount at 31 December 2018. The main component was Rental and service income, an amount of THB 640.83 M or 83.45% of the total income, which increased by 23.39% compared to the amount at 31 December 2018. In addition, HREIT had the rental income compensation of THB 120.28 M or 15.66% of total income, decreasing by 39.87%.

HREIT had the total expenses of THB 86.85 M, increasing by 7.02% compared to the amount at 31 December 2018. Mainly, the total expenses comprise of Other expenses (Property maintenance expenses, Amortization, Consulting fee and Professional fee, and others) of THB 40.07 M, Management fee of THB 15.46 M, Trustee fee of THB 15.46 M, and Property management fee of THB 13.79 M. Therefore, HREIT had the net investment income after interest expenses (THB 137.09 M) of THB 544.00 M.

12. Connected Transaction

Transaction between HREIT and Major Shareholder of the REIT Manager

Major shareholder of the REIT Manager is WHA Industrial Development Public Company Limited (“WHA ID”)

Nature of Relationship	Reasonableness of Transaction
WHA ID is a major shareholder of the REIT Manager, holding approximately 99.99% of issued and paid-up capital of the REIT Manager and has the controlling authority over the REIT Manager.	WHAID operates real estate development business and lends Ready-Built Factory and Ready- Built Warehouse with high standard. The Company have been operating in the industry and business for more than 10 years. WHAID familiarizes and understands the core assets in which the REIT has invested. Therefore, it is appropriate for WHAID to be the Property Manager of the REIT.
Details of Related Party Transaction	
The REIT Manager appoints WHA ID to be the Property Manager of HREIT.	

Source: HREIT Annual Report 2019

Attachment 3: Performance of Sub-Lessees of the Additional Investment Assets No. 3

Project	WHA CIE1		
Unit	A08E		
Tenant's Business	Consumer		
Registered Capital	THB 180,000,000		
Registration Date	16 January 2001		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	121,590,138	169,099,916	176,487,649
Revenues (THB)	202,497,694	205,245,404	410,908,782
Gross profit (THB)	7,638,536	43,088,424	88,140,151
Net profit (THB)	58,915,586	27,549,402	32,598,238

Source: BOL

Project	WHA CIE1		
Unit	B6B		
Tenant's Business	Industry Services		
Registered Capital	THB 4,000,000		
Registration Date	1 April 2020		
Date	31 December 2017	31 December 2018	31 December 2019
Assets (THB)	N/A	N/A	N/A
Revenues (THB)	N/A	N/A	N/A
Gross profit (THB)	N/A	N/A	N/A
Net profit (THB)	N/A	N/A	N/A

Source: BOL

Project	WHA CIE1		
Unit	B6C		
Tenant's Business	Consumer		
Registered Capital	THB 150,000,000		
Registration Date	22 November 1991		
Date	31 December 2017	31 December 2018	31 December 2019
Assets (THB)	561,802,709	620,248,161	697,431,042
Revenues (THB)	923,259,199	1,006,460,209	1,074,520,368
Gross profit (THB)	435,613,474	453,167,869	508,283,990
Net profit (THB)	87,668,191	92,412,926	85,576,364

Source: BOL

Project	WHA CIE1		
Unit	B6D		
Tenant's Business	Dental Equipment		
Registered Capital	THB 10,000,000		
Registration Date	29 April 2016		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	4,235,917	9,097,639	10,174,646
Revenues (THB)	3,007	47,636	1,656,820
Gross profit (THB)	3,007	-	530,025
Net profit (THB)	(269,083)	(3,309,667)	(1,141,338)

Source: BOL

Project	WHA CIE1		
Unit	B6E		
Tenant's Business	Folklift		
Registered Capital	THB 350,060,000		
Registration Date	4 November 2005		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	645,853,707	820,653,681	1,068,339,117
Revenues (THB)	658,263,297	581,522,997	729,365,929
Gross profit (THB)	221,760,800	197,577,439	221,600,104
Net profit (THB)	41,288,550	20,122,545	3,636,056

Source: BOL

Project	WHA ESIE1		
Unit	D.45		
Tenant's Business	Industry services		
Registered Capital	THB 2,000,000		
Registration Date	14 November 2018		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	N/A	N/A	N/A
Revenues (THB)	N/A	N/A	N/A
Gross profit (THB)	N/A	N/A	N/A
Net profit (THB)	N/A	N/A	N/A

Source: BOL

Project	WHA ESIE1		
Unit	D.47		
Tenant's Business	Metal		
Registered Capital	THB 20,000,000		
Registration Date	6 August 2019		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	N/A	N/A	N/A
Revenues (THB)	N/A	N/A	N/A
Gross profit (THB)	N/A	N/A	N/A
Net profit (THB)	N/A	N/A	N/A

Source: BOL

Project	WHA ESIE1		
Unit	FZ.27B		
Tenant's Business	Automotive		
Registered Capital	THB 10,000,000		
Registration Date	12 November 2018		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	N/A	N/A	10,126,346.82
Revenues (THB)	N/A	N/A	121,510.07
Gross profit (THB)	N/A	N/A	1,235.28
Net profit (THB)	N/A	N/A	80,608.06

Source: BOL

Project	WHA ESIE1		
Unit	FZ.28		
Tenant's Business	Consumer		
Registered Capital	THB 94,000,000		
Registration Date	16 May 2008		
Date	31 March 2017	31 March 2018	31 March 2019
Assets (THB)	141,694,242	145,821,665	160,193,199
Revenues (THB)	123,877,035	135,052,697	177,139,900
Gross profit (THB)	23,329,124	25,978,612	33,227,084
Net profit (THB)	3,306,897	3,798,939	7,312,230

Source: BOL

Project	WHA ESIE1		
Unit	H.04		
Tenant's Business	Automotive		
Registered Capital	THB 98,486,000		
Registration Date	8 July 2019		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	N/A	N/A	N/A
Revenues (THB)	N/A	N/A	N/A
Gross profit (THB)	N/A	N/A	N/A
Net profit (THB)	N/A	N/A	N/A

Source: BOL

Project	WHA CIE1		
Unit	Z.62+Z.62B		
Tenant's Business	Automotive		
Registered Capital	THB 11,000,000		
Registration Date	21 June 2019		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	N/A	N/A	N/A
Revenues (THB)	N/A	N/A	N/A
Gross profit (THB)	N/A	N/A	N/A
Net profit (THB)	N/A	N/A	N/A

Source: BOL

Project	WHA SIL		
Unit	142/2 and 142/4		
Tenant's Business	Logistic		
Registered Capital	THB 50,000,000		
Registration Date	6 December 1996		
Date	31 December 2016	31 December 2017	31 December 2018
Assets (THB)	966,293,005	996,240,703	974,110,740
Revenues (THB)	1,286,666,721	1,455,573,641	1,400,170,207
Gross profit (THB)	185,325,158	233,776,945	208,927,874
Net profit (THB)	33,573,322	57,123,537	20,873,725

Source: BOL

Project	WHA LP4		
Unit	D.3		
Tenant's Business	Industry Equipment		
Registered Capital	THB 118,805,000		
Registration Date	24 January 1997		
Date	31 March 2017	31 March 2018	31 March 2019
Assets (THB)	2,350,836,755	2,915,694,517	3,501,608,654
Revenues (THB)	2,186,192,918	2,638,515,910	3,282,988,378
Gross profit (THB)	769,542,831	1,028,031,310	1,292,887,257
Net profit (THB)	236,136,745	413,754,712	511,732,260

Source: BOL

Attachment 4: The Financial Projection of the Investment in the Additional Investment Assets No. 3

(Unit: M THB)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total income	105.94	109.64	111.58	99.65	102.20	110.76	108.67	109.94	117.33	114.74	115.89	123.60
Expenses												
Management fee	2.03	2.39	2.40	2.42	2.46	2.49	2.52	2.55	2.59	2.61	2.65	2.68
Trustee fee	2.03	2.39	2.40	2.42	2.46	2.49	2.52	2.55	2.59	2.61	2.65	2.68
Registrar fee	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
Property management fee	2.67	1.72	1.79	4.80	4.43	5.81	8.66	8.38	6.18	9.15	8.84	6.52
Other expenses	68.92	3.30	3.48	3.53	5.14	5.55	5.49	5.53	5.93	5.86	5.89	6.30
Total expenses	75.95	10.08	10.37	13.46	14.77	16.64	19.48	19.31	17.57	20.52	20.31	18.46
EBITDA	29.99	99.56	101.21	86.20	87.43	94.12	89.20	90.63	99.76	94.22	95.57	105.15
Less: Investment in Additional Investment no.3	(1,356.60)	-	-	-	-	-	-	-	-	-	-	-
Less: Investment Renewal in Additional Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Net Working Capital	-	-	-	-	-	-	-	-	-	-	-	-
Free Cash Flow	(1,326.61)	99.56	101.21	86.20	87.43	94.12	89.20	90.63	99.76	94.22	95.57	105.15

(Unit: M THB)	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
Total income	120.85	121.87	129.91	127.00	127.90	136.27	133.19	133.96	142.66	139.47	140.22	149.36
Expenses												
Management fee	2.70	2.73	2.76	2.79	2.81	2.84	2.86	2.89	2.91	2.93	2.95	2.97
Trustee fee	2.70	2.73	2.76	2.79	2.81	2.84	2.86	2.89	2.91	2.93	2.95	2.97
Registrar fee	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
Property management fee	9.63	9.31	6.85	10.12	9.78	7.19	10.61	10.25	7.54	11.10	10.72	7.88
Other expenses	6.22	6.23	6.63	6.53	6.52	6.94	6.83	6.81	7.24	7.13	7.10	7.54
Total expenses	21.55	21.29	19.30	22.51	22.22	20.10	23.45	23.12	20.89	24.37	24.00	21.65
EBITDA	99.30	100.58	110.62	104.49	105.68	116.16	109.74	110.84	121.77	115.10	116.22	127.71
Less: Investment in Additional Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Less: Investment Renewal in Additional Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Net Working Capital	-	-	-	-	-	-	-	-	-	-	-	-
Free Cash Flow	99.30	100.58	110.62	104.49	105.68	116.16	109.74	110.84	121.77	115.10	116.22	127.71

(Unit: M THB)	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
Total income	146.08	146.54	155.81	152.29	152.74	162.30	158.40	158.71	168.73	164.84	165.03	175.38
Expenses												
Management fee	2.98	3.00	3.04	3.07	3.10	3.13	3.03	3.04	3.04	3.02	3.02	3.01
Trustee fee	2.98	3.00	3.04	3.07	3.10	3.13	3.03	3.04	3.04	3.02	3.02	3.01
Registrar fee	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
Property management fee	11.59	11.20	8.23	12.09	11.68	8.58	12.60	12.17	8.94	13.10	12.66	9.30
Other expenses	7.42	7.37	7.83	7.70	7.64	8.11	7.97	7.91	8.39	8.24	8.16	8.66
Total expenses	25.26	24.85	22.42	26.21	25.81	23.25	26.92	26.43	23.69	27.68	27.14	24.26
EBITDA	120.82	121.68	133.39	126.08	126.93	139.05	131.48	132.27	145.04	137.16	137.88	151.12
Less: Investment in Additional												
Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Less: Investment Renewal in Additional												
Investment no.3	-	-	-	-	-	(80.88)	-	-	-	-	-	-
Net Working Capital	-	-	-	-	-	-	-	-	-	-	-	-
Free Cash Flow	120.82	121.68	133.39	126.08	126.93	58.17	131.48	132.27	145.04	137.16	137.88	151.12

(Unit: M THB)	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068
Total income	171.33	171.41	182.10	177.89	177.85	188.88	184.51	184.36	195.73	191.21	190.95	202.65
Expenses												
Management fee	2.98	2.96	2.94	2.90	2.87	2.83	2.77	2.71	2.65	2.57	2.49	2.33
Trustee fee	2.98	2.96	2.94	2.90	2.87	2.83	2.77	2.71	2.65	2.57	2.49	2.40
Registrar fee	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29	0.29
Property management fee	13.61	13.15	9.66	14.13	13.65	10.03	14.65	14.15	10.41	15.17	14.66	10.79
Other expenses	8.50	8.41	8.92	8.75	8.64	9.16	8.98	8.87	9.40	9.21	9.09	9.63
Total expenses	28.37	27.77	24.75	28.97	28.31	25.14	29.46	28.73	25.40	29.82	29.01	25.44
EBITDA	142.97	143.63	157.35	148.92	149.54	163.74	155.06	155.63	170.32	161.39	161.93	177.21
Less: Investment in Additional												
Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Less: Investment Renewal in Additional												
Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Net Working Capital	-	-	-	-	-	-	-	-	-	-	-	-
Free Cash Flow	142.97	143.63	157.35	148.92	149.54	163.74	155.06	155.63	170.32	161.39	161.93	177.21

(Unit: M THB)	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080
Total income	197.98	197.61	209.65	204.83	204.35	216.74	211.76	211.18	223.91	219.20	218.91	58.24
Expenses												
Management fee	1.33	0.24	-	-	-	-	-	-	-	-	12.50	12.50
Trustee fee	2.29	2.18	2.06	1.91	0.82	-	-	-	-	-	8.00	8.00
Registrar fee	0.29	0.29	0.29	0.41	0.41	0.40	0.36	0.30	0.28	0.19	0.14	0.08
Property management fee	15.70	15.17	11.17	16.24	15.69	11.56	16.78	16.21	11.96	17.32	16.74	3.31
Other expenses	9.43	9.29	9.85	9.72	9.57	10.15	9.90	9.05	3.73	1.83	33.09	24.14
Total expenses	29.05	27.17	23.37	28.27	26.49	22.11	27.03	25.56	15.96	19.35	70.48	48.03
EBITDA	168.93	170.43	186.28	176.56	177.86	194.62	184.74	185.61	207.94	199.85	148.43	10.21
Less: Investment in Additional												
Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Less: Investment Renewal in Additional												
Investment no.3	-	-	-	-	-	-	-	-	-	-	-	-
Net Working Capital	-	-	-	-	-	-	-	-	-	165.38	-	(165.38)
Free Cash Flow	168.93	170.43	186.28	176.56	177.86	194.62	184.74	185.61	207.94	365.23	148.43	(155.17)

Attachment 5: Summary of the Draft Agreements Related to the Transactions

Summary of the Draft Lease Agreement

Summary of the Draft Lease Agreement with WHA Industrial Development Public Co., Ltd. ("WHAID")

The Lessor	WHA Industrial Development Public Co., Ltd.						
Leased Properties	Leasehold rights of land and buildings in WHA Chonburi Industrial Estate 1 Project (WHA CIE1), Bowin sub-districts, Sriracha district, Chonburi province.						
	No.	Title Deed	Type of Land Lease	Total Land Area (rai-ngan-wah)	Building	Total Building Area (sq.m.)	Type of Building
	1)	52626	Full	5-1-42	1 unit of factory	3,360	1 unit of detached building
	2)	234134	Full	0-2-89.6			
Rental	The rental of all assets and the purchase price of relevant movable properties of the Additional Investment Assets in the second capital increase shall be no more than THB 1,356,000,000.						
Rental renewal	The rental for the renewed period of the Additional Investment Assets in the second capital increase shall be no more than THB 80,000,000.						

Summary of the Draft Lease Agreement with WHA Eastern Seaboard Industrial Estate Co., Ltd.

("WHA ESIE")

The Lessor	WHA Eastern Seaboard Industrial Estate Co., Ltd.					
Leased Properties	Leasehold rights of land and buildings in WHA Eastern Seaboard Industrial Estate 1 Project (WHA ESIE1), Ta Sit sub-districts, Pluak Daeng district, Chonburi province.					
	No.	Title Deed	Type of Land Lease	Total Land Area (rai-ngan-wah)	Building	Type of Building
	1)	17014	Partial	9-3-50.7	1 unit of factory	1 unit of detached building
	2)	19278	Partial	6-2-66.4		

	3)	26792	Partial	6-1-20	1 unit of factory	3,372	1 unit of detached building	
	4)	26793	Full	4-2-33.9	1 unit of factory	3,260	1 unit of detached building	
	5)	26795	Partial	0-0-85.5	1 unit of factory	2,988	1 unit of detached building	
		170699		5-2-62.4				
	6)	175592	Partial	7-0-46.2	1 unit of factory	4,240	1 unit of detached building	
	Leasehold rights of land and buildings in WHA Logistic Park 2 Project (WHA LP2), Kansong sub-districts, Sriracha district, Choinburi province.							
	No.	Title Deed	Type of Land Lease	Total Land Area (rai-ngan-wah)	Building	Total Building Area (sq.m.)	Type of Building	
	1)	229436	Partial	16-1-43.5	1 unit of warehouse	5,124	1 unit of Warehouse Building	
	Rental	The rental of all assets and the purchase price of relevant movable properties of the Additional Investment Assets in the second capital increase shall be no more than THB 1,356,600,000						
	Rental renewal	The rental for the renewed period of the Additional Investment Assets in the second capital increase shall be no more than THB 80,000,000.						
Rights of the Lessor to enter the leased area to proceed with the construction of the additional extensions	<p>Any plot of land is partially leased, the remaining land area in such plot of land can be further constructed the additional extension buildings from the leased building in the future which is an adjacent to the leased area of the Lessee (“Additional Extension Area”). The Lessor and / or the person that the Lessor determines to be the construction operator (“Construction Operator”) have rights to enter the adjacent leased area to proceed with the construction of the additional extension buildings adjacent to the Lessee’s leased building on the Addition Extension Area (“Additional Extension Building”) with the following details:</p> <p>1. When the Lessee informs the Lessor to proceed the construction of the Additional Extension Building, the Lessee allows the Lessor and / or the Construction Operator to construct on the Additional Extension Area which must be in accordance with the agreement between the Lessor and the Lessee in the area relating to the request for the Additional Extension Building construction on the Addition Extension Area. In this regard, the Lessor will notify the Lessee prior to the construct. Such construction must comply with the relevant laws and shall not excessively affect the normal use of the Lessee’s leased property. The Lessor and / or the Construction Operator shall take any action to minimize such potential impact as soon as possible.</p>							

In the case that the Additional Extension Building, as abovementioned, causes damage / loss to persons and / or building and / or any other property or in the case that the Lessor and / or the Construction Operator violate the laws and / or regulations of the relevant government sectors, the Lessor and / or the Construction Operator shall be liable for all damages for civil and criminal cases. In addition, the Lessor and / or the Construction Operator will provide the Contractor All Risk Insurance to cover any damage that may arise from such construction.

2. The Lessee allows:

2.1. The Lessor, the Construction Operator and the service provider relating to the construction of the Additional Extension Building to use the passage within the land of the leased property during the construction of the Additional Extension Building.

2.2. The Lessor (including the Lessor's followers and designated persons) to use the passage within the land of the leased property during the lease period and the renewal of the lease term after the construction of the Additional Extension Building is completed.

The Lessor agrees to be responsible and repay for the road maintenance cost that the Lessee has paid out, calculated from the building rental area and the Additional Extension Building area. For benefit clarification, as long as there is no construction of the Additional Extension Building, the Lessor and / or the Construction Operator have no right to use the passage of the Additional Extension Area. Therefore, the Lessor shall not be responsible for the road maintenance cost. If it clearly proves that the road maintenance cost arises from the operation of the Construction Operator, the Lessor shall be responsible of all such road maintenance cost.

3. Apart from the insurance stated in this agreement (details as per the summary of the agreements made with the 3 Asset Owners, the lease agreement, insurance section), the Lessor and the Lessees shall arrange for the Property All Risk insurance that covers the Additional Extension Building to protect the risk that may occur to the leased building and the Additional Extension Building. The insured amount shall be calculated based on the Replacement Cost exclusive of any cost of land and foundations. The Lessee and/or the creditor of the Lessee (if any) shall be specified as the co-assured and co-beneficiaries in the insurance policy for the leased building and the Additional Extension Building or as the insurance has been arranged proportionately based on the sized of area occupied or owned by the Lessee and the Lessor. The Lessee and/or the creditor of the Lessee (if any) and the Lessor shall be entitled to receive the indemnity on pro rata basis based on the size of area occupied or owned by each Party. In this regards, The Lessee and/or the creditor of the Lessee (if any) shall be entitled to receive all indemnity for the leased building to be used pursuant to the terms stipulated herein. Additionally, the Lessee and the Lessor agrees to be responsible for the expenses or fees occurred or associated with the aforementioned procedures and for the premium payable per the insurance policy on pro rata basis based on the size of the area occupied or owned by such respective Party.

However, if the Property All Risk insurance is arranged separately between the leased building and the Additional Extension Building, the parties agree to waive the right to recourse between each other.

4. After the construction of the Additional Extension Building is completed, the Lessor shall give the Lessee the right to invest in the Additional Extension Building as mutually agree further.

Summary of the Draft Lease Agreement with WHA Industrial Building Co., Ltd. ("WHA-IB")

The Lessor	WHA Industrial Building Co., Ltd.						
Leased Properties	1. Leasehold rights of land and buildings in WHA Chonburi Industrial Estate 1 Project (WHA CIE 1), Bo Win sub-district, Siracha district, Chon Buri province						
	No.	Title Deed	Type of Land Lease	Total Land Area (rai-ngan-wah)	Building	Total Building Area (sq.m.)	Type of Building
	1)	90909	Partial	2-3-15	4 unit of factory	516	4 units of attached building
	2)		Partial			516	
	3)		Partial			660	
	4)		Partial			660	
	5)	90924	Partial	3-1-73	1 unit of factory	1,152	1 unit of attached building
	2. Leasehold rights of land and buildings in WHA Saraburi Industrial Estate Project (WHA SIL), Nong Pla Mor Subdistrict, Nong Khae District, Saraburi Province						
	No.	Title Deed	Type of Land Lease	Total Land Area (rai-ngan-wah)	Building	Total Building Area (sq.m.)	Type of Building
	1)	27145,	Partial	9-2-81,	2 unit of factory	4,662	2 units of attached building
	2)	55384		1-0-9.5		5,040	
	3. Leasehold rights of land and buildings in WHA Logistic Park 4 Project (WHA LP4), Pluak Daeng Subdistrict, Pluak Daeng District, Rayong Province						
	No.	Title Deed	Type of Land Lease	Total Land Area (rai-ngan-wah)	Building	Total Building Area (sq.m.)	Type of Building
	1)	473	Partial	18-1-15	1 unit of warehouse	3,777	1 unit of warehouse building
Rental	The rental of all assets and the purchase price of relevant movable properties of the Additional Investment Assets in the second capital increase shall be no more than THB 1,356,600,000.						
Rental renewal	The rental for the renewed period of the Additional Investment Assets in the second capital increase shall be no more than THB 80,000,000.						

Summary of Additional Conditions of the Draft Lease Agreement with the 3 Asset Owners' Companies

The Lessee	SCB Asset Management Company Limited as the Trustee of Hemaraj Leasehold Real Estate Investment Trust (the "Lessee")
Objectives of the Rent	The Lessee agrees to take possession of, utilise, exploit or perform any other act on the Leased Property associated with the lease of land, ready-built warehouse, distribution centre or ready-built factory, including the lease of rooftop area and/or relating area for the project of electricity generation from solar energy on rooftop for sales (Solar Rooftop Project) to be in accordance with the Lessee's objectives or the Lessee's trust unitholders resolution unless otherwise agreed by both Parties and subject to the provisions of the laws, public order and public morality.
Lease Term	The Lessor agrees to let the Leased Property to the Lessee for the period of 30 (Thirty) years commencing on the commencement date of the lease term (the "Lease Term").
Leasehold Right Registration	The Parties agree to register the lease at the relevant Land Office or government agencies within the date and time to be mutually agreed by the Parties (the "Leasehold Right Registration Date"). The Parties agrees that the said registration shall take place within 30 (Thirty) days from the receipt date of the Lessee's written notice by the Lessor. Any exercise of right or performance of any obligation pursuant to this Agreement shall commence on the commencement date of the Lease Term.
Rental Payment	<ol style="list-style-type: none"> The Lessee agrees to pay the rent of the Leased Property to the Lessor on the commencement date of the Lease Term. Any rental payment and any payment pursuant to this Agreement made by cheque, instrument, or any other bill of exchange shall be deemed completed only after the Lessor has received the sum paid by said cheque, instrument, or any other bill of exchange. If the rental payment or any payment pursuant to this Agreement is made by bank account wire transfer, the payment shall be deemed completed only when the Lessor received the confirmation from the relevant bank of the sum transferred in full rental amount to the receiving bank account. The Lessor shall withhold any withholding tax at the rate prescribed by applicable law.
Right to Renew the Lease Agreement of the Lessee	<ol style="list-style-type: none"> Upon the expiration of the Lease Term, the Lessor promises that the Lessee shall have an option to renew the Lease Term for a further period of 30 (Thirty) years (the "Renewed Lease Term") under the same terms and condition specified herein (the "Right to Renew the Lease Agreement"), provided that the provisions related to the following cases shall not be enforced with the Renewed Lease Term: <ol style="list-style-type: none"> The rent as specified in the agreement about the rent and rental repayment; The Right to Renew the Lease Agreement of the Lessee; The performance security of the Lessor; the Lessor's obligation not to sell, dispose of, assign, or create encumbrance of any kind over the Leased Property; and The Event of Default caused by the Lessor due to any sale, disposing of, assign of the Leased Property. Terms and conditions regarding the rent and the Lessor's obligations for the Renewed Lease Term shall be as follows: <ol style="list-style-type: none"> The rent shall be as specified in the Agreement regarding the rent for the Renewed Lease Term; The Lessor's obligation stipulated in Clause 4. for the Renewed Lease Agreement shall be as follows: The Lessor shall have the right to sell, dispose of, assign or create encumbrance of any kind over the Leased Property to any third party including the right to create any encumbrance or charge over the Leased Property.

	<p>provided that such third-party transferee of the Leased Property agrees in writing with the Lessee to abide and subject to all the rights and obligations of the Lessor pursuant to this Agreement</p> <p>3. The Lessee may exercise its Right to Renew the Lease Agreement by providing the Lessor with a prior written notice within the 21st (Twenty-first) to 25th (Twenty-fifth) year of the Lease Term.</p> <p>4. The Parties shall cooperate to procure any approval from the Securities and Exchange Commission and/or any relevant government agencies (if any), including to proceed with any action to assure that the renewed lease term complies with the rules and regulations of the Securities and Exchange Commission and complies with the rules and regulations regarding the Trust's investment in the property specified in the Trust Deed and the relevant Law.</p> <p>5. Upon providing a notice to exercise the Right to Renew the Lease Agreement by the Lessee to the Lessor, the Parties agree to register the leasehold right of the Leased Property for the Renewed Lease Term at the relevant Land Office or the relevant government agencies within 15 (Fifteen) days prior to the expiry date of the Lease Term specified in this Agreement unless otherwise agreed by the Parties (the "Leasehold Right Registration Date of the Renewed Lease Term").</p> <p>6. The Lessee agrees to pay the rent for the Lease Property for the Renewed Lease Term to the Lessor on the Leasehold Right Registration Date of the Renewed Lease Term.</p>
The Lessor's Performance Security	<p>1. The Lessor agrees to register the mortgage of the property to secure the covenant of the Lessor regarding the Right to Renew the Lease Agreement of the Lessor under this Lease Agreement and to secure the performance of the Lessor which may prevent the Lessee from exercising its Right to Renew the Lease Agreement. The Lessor allows the Lessee to hold the mortgaged land title deed as security from the date of the mortgage registration.</p> <p>2. The Parties agree to register the mortgage at the relevant Land Office or government agencies on the same day as the Leasehold Right Registration Date. The mortgage limit to be specified shall not exceed the approximate appraised value of the Leased Property invested by the Lessee, which is evaluated by 2 (two) appraisers, or in the case where the mortgage limit is highly set pursuant to the relevant law, the maximum mortgage limit permitted shall be in accordance with the relevant law, provided that such limit shall not exceed the approximate appraised value of the Leased Property invested by the Lessee, which is evaluated by 2 (two) appraisers. In the case where there is a maximum limit stipulated by law for any land, the Parties agree to, every 10 (ten) years from the commencement date of the Lease Term, increase the mortgage limit to be equivalent to the maximum limit permitted by law at that time, provided that such limit shall not exceed the approximate appraised value of the Leased Property invested by the Lessee, which is evaluated by 2 (two) appraisers.</p> <p>3. The Parties agree to redeem the mortgage on the Leasehold Right Registration Date of the Renewed Lease Term and the Lessee agrees to return the land title deed of the mortgaged land to the Lessor on the said redemption date.</p>
The Lessee's Right to Use the Trade Name	<p>The Lessee is entitled to use the trade name and/or trademark associated with industrial estate / WHA logistic park (as the case may be) for the Lessee's full and valid operations in the industrial estate / WHA logistic park (as the</p>

	case may be). Strictly for the purpose stipulated in this Agreement regarding the utilization of the Leased Property and without additional cost.
Obligation of the Lessee	<ol style="list-style-type: none"> 1. The Lessee agrees to operate, manage, or otherwise proceed with any matter in accordance with the terms and conditions prescribed in this Agreement. 2. Unless otherwise stipulated in the Undertaking Agreement with regard to the <u>Obligation of the Lessor to Pay for the Development/Alteration of the Property</u>, the Lessee agrees, at its own expense, to procure substitution for or renovate and maintain, repair, and develop the Leased Property or proceed in any manner in order for the Leased Property to be in good condition or suitable to be utilized for the purpose pursuant to this Agreement throughout the Lease Term and the Renewed Lease Term. 3. The Lessee agrees not to construct any structure or any component part on the Leased Property, and not to modify any part of the leased property which shall render the leased property to be damaged, or alter the Leased Property which requires an approval from the relevant government agencies unless the Lessee has entered into the discussion with the Lessor and the Lessee shall have the right to do so when the prior written consent has been obtained from the Lessor. In consideration of the foregoing, the Lessor agrees not to deny the same without proper reason. The Lessor acknowledges that the solar cell will be installed on the Leased Rooftop Area, including the installation of the required accessories for the operation of the Solar Rooftop Project on some part of the Trust's Leased Property. If such installment is not subject to prior approval of the relevant government agencies, The Lessee and the sub-lessee shall notify the Lessor prior to such installment. Upon the expiration of the Lease Term or the Renewed Lease Term (as the case may be), both Parties agree that all component parts installed on the Leased Property (including the component part of the Solar Rooftop Project installed by the Solar Rooftop Project Operator (if any) shall belong to the Lessor at the suitable condition with regular wear and tear at the expiry date of the Lease Term or the Renewed Lease Term (as the case may be). In such event, the Lessee shall not be entitled to claim for any compensation from the Lessor. For the avoidance of doubt, the Lessor acknowledges and agrees that all relevant accessories shall belong to the Sub-Lessee of the Solar Rooftop Project area and/or a person designated by the Sub-Lessee and/or Solar Rooftop Project Operator, and shall not be considered as component part(s) of the Leased Property. 4. As a result of a damage, in the case where the construction of any building or component part, or any alteration of any part of the Leased Property as aforesaid in the previous Clause, to any person or building, including in the case where the damage occurs as a result of the Lessee's breach of any applicable laws, orders, rules, and/or any other regulations of any relevant government agency. The Lessee, as a possessor of the Leased Property, undertakes to solely responsible for any damage occurred for both civil and criminal liabilities. 5. Throughout the Lease Term or the Renewed Lease Term (as the case may be), the Lessee agrees to pay the management fee and the common public utility maintenance fee for the Leased Property to the developer of industrial estate / WHA logistic park (as the case may be) on quarterly basis and in advance, at the rate as specified by the developer of industrial estate / WHA logistic park (as the case may be) and it shall be in accordance with the standard set by the developer of industrial estate / WHA logistic park (as the case may

	<p>be) for such industrial estate / WHA logistic park (as the case may be). The Lessee shall pay the management fee and the common public utility maintenance fee pursuant to either one of the following terms and conditions:</p> <p>(a) In the case of the untenanted Leased Property or in the case where there is no agreement between the Lessee and the tenants in the Lease Agreement specifying that such tenants shall be responsible for the management fee and the common public utility maintenance fee (Attached Building and warehouse), the Lessee undertakes to pay the said management fee and the common public utility maintenance fee of the Leased Property to the Lessor or the service provider in relation to the management and the maintenance of the common public utility or the developer of industrial estate / WHA logistic park (as the case may be);</p> <p>(b) In the case where the area in the Leased Property is leased by the tenants and there is an agreement between the Lessee and the tenants in the Lease Agreement specifying that such tenants shall be responsible for the management fee and the common public utility maintenance fee (Detached Building), the Lessor or the service provider in relation to the management and the maintenance of the common public utility or the developer of industrial estate / WHA logistic park (as the case may be) undertakes to procure the payment of the management fee and the common public utility maintenance fee directly from the tenants. To proceed with the foregoing, the Lessee shall use its endeavour to procure the payment of the management fee and the common public utility maintenance fee from the tenants. For the avoidance of doubt, if the area in the Leased Property is leased by the tenants, the Lessee is not obligated to pay the management fee and the common public utility maintenance fee.</p> <p>6. The Lessee will supervise the tenant to use the leased property in good faith and maintain good image of the Lessor and will not operate the business or take any action or allow any person to take any action against laws, public order and public morality.</p> <p>7. The Parties agree and acknowledge that the Lessee will lease the Leased Property to the tenants after the Leasehold Right Registration Date. Lessee will appoint the property management to supervise the tenants to utilize the Leased Property in good faith.</p>
The Obligations of the Lessor	<p>1. The Parties agree that the possession of the Leased Property is deemed to have handed over to the Lessee on the commencement date of the Lease Term.</p> <p>2. On the execution date of this Agreement, the Lessor agrees to execute all other relevant documents as agreed by the Parties (if any), including but not limited to the Addendum Agreement attached to the Mortgage Agreement.</p> <p>3. Unless the terms specified in this contract regarding the right of the Lessor to enter the area to proceed with the construction of additional extensions (only for WHA Eastern Seaboard Industrial Estate Co., Ltd., the Lessor hereby agrees that the Lessee shall have the right to fully utilize the Leased Property in accordance with the purpose and objectives of this Agreements without any interfering of such right, encumbrance, or any act that shall affect or cause the Lessee to be unable to utilize the Leased Property whether in whole or in part.</p> <p>In the case that it is necessary for the Lessee, regarding any lease of any Leased Property in industrial estate / WHA logistic park (as the case may be), to use a pathway in the plot of land which is not the Leased Property as an ingress-egress pathway only (hereinafter referred to as the "Charged Land"), the Lessor agrees to register an encumbrance on the Charged Land in favour of the Lessee in order for the Lessee and/or its</p>

dependents and/or any person designated by the Lessee, including but not limited to the tenants of the Lessee in the Leased Property to be able to utilize the Charged Land throughout the Lease Term and the Renewed Lease Term without any cost. Both Parties agree to register the said encumbrance on the said Charged Land at the relevant Land Office or the relevant government agencies on the same day of the Leasehold Right Registration Date or Leasehold Right Registration Date of the Renewed Lease Term (if the Lessee exercises its right to renew the Lease Term), provided that said registration of the encumbrance on the Charged Land shall have the same term as the Lease Term or the Renewed Lease Term (as the case may be).

If either Party (in case of the Lessee, it shall include its dependents and the person designated by the Lessee) fails to comply with the purpose of the utilization of the Charged Land as stipulated herein, the other Party shall have the right to claim for any damages as a result of the said incompliance with any term regarding the purpose of the utilization of the Charged Land.

Furthermore, regarding the registration of the encumbrance on the Charged Land in favour of the Lessee, if the Lessee assigns the leasehold right to any third party pursuant to terms stipulated in this Agreement, the Parties agree to deregister the encumbrance on the Charged Land registered in favour of the Lessee, and the Lessor agrees to register an encumbrance on the Charged Land in favour of such assignee in order for the said assignee to be able to utilize the Charged Land throughout the Lease Term or the Renewed Lease Term (if any) without any cost. The Lessor shall not be responsible for any expense regarding the registration of such encumbrance.

4. Upon the execution date of this Agreement and throughout the entire Lease Term, the Lessor shall not sell, transfer, assign or create any encumbrance over the Leased Property unless in the event where:

- 4.1. It is a mortgage of the property in favour of the Lessee as stipulated in this Agreement; or

- 4.2. In any other event that the Lessor acquires prior written consent from the Lessee whereby the third party to whom the Lessor assign the ownership of the Leased Property agrees in writing to abide by and subject to all rights and obligations of the Lessor under this Agreement.

5. The Lessor shall proceed to notify all tenants who have leased any leased area from the Lessor prior to or on the commencement date of the Lease Term of the amendment of the Party to this Agreement and shall use its best endeavor to procure consents from such tenants by signing in the Novation Letter and/or other necessary and relevant document or agreement between the Lessor, the tenants and the Lessee.

In the event where certain tenant fails to sign the Novation Letter to become a party to the agreement directly with the Lessee and the Lessee is unable to procure rental payment and service fee directly from such tenant, the Lessor undertakes to be responsible for such tenant including deliver to the Lessee benefits and security deposit for the lease from said tenant without any deduction of expense until the said tenant has become the direct party to the agreement with the Lessee.

Additionally, upon expiration of the current Lease Agreement and the current Service Agreement, if the said tenant wishes to continue to lease the land and building, the Lessor undertakes to arrange for such tenant to execute the Lease Agreement and the Service Agreement directly with the Lessee.

6. The Lessor agrees to use it endeavor to proceed with the following within 60 (sixty) days from the commencement date of the Lease Term, provided that the Lessor shall forthwith notify the Lessee of any hindrance (if any) in order for the Parties to mutually consider a respective solution:

	<p>6.1. deliver to the Lessee a list including any document (if any) associated with the details of the tenants and the service user of the Leased Property; and</p> <p>6.2. proceed with any necessary and appropriate action to ensure that the Lessee is able to utilize the Leased Property and has the complete rights and obligations pursuant to the Lease Agreement and the Service Agreement.</p>
Insurance	<p>To be in conformity with the rules and regulations of the Securities and Exchange Commission, by the virtue of this Agreement, the Parties agree that the proceedings in regards of the insurance and the use of the indemnity obtained from the insurance company, for the construction and/or repair of the Leased Property pursuant to this Agreement, shall be as follows:</p> <ol style="list-style-type: none"> 1. The Lessee agrees to arrange for the Public Liability Insurance and undertakes to be responsible for any expenses or fee arisen or in connection with the aforesaid proceeding and the payment of the premium for the said insurance policy. 2. The Lessor and the Lessee shall arrange for the Property All Risk insurance which shall be a building insurance that sufficiently and properly covers the risks that may occur to the leased building. The insured amount shall be calculated based on the Replacement Cost exclusive of any cost of land and foundations. The Lessee and/or the creditor of the Lessee (if any) shall be specified as the co-assured and co-beneficiaries in the insurance policy for the leased building or as the insurance has been arranged proportionately based on the sized of area occupied or owned by the Lessee and the Lessor. The Lessee and/or the creditor of the Lessee (if any) and the Lessor shall be entitled to receive the indemnity on pro rata basis based on the size of area occupied or owned by each Party. In this regards, The Lessee and/or the creditor of the Lessee (if any) shall be entitled to receive all indemnity for the leased building to be used pursuant to the terms stipulated herein. Additionally, the Lessee and the Lessor agrees to be responsible for the expenses or fees occurred or associated with the aforementioned procedures and for the premium payable per the insurance policy on pro rata basis based on the size of the area occupied or owned by such respective Party. 3. In the event where the Leased Property is partially damaged (as defined in the Damage or Destruction of the Leased Property), this agreement shall remain in full force and effect only for the undamaged and functional part of the leased property. Said partially undamaged Leased Property shall continue to be the Leased Property under this Agreement. For the avoidance of doubt, the damage on each Leased Property shall be considered separately.
Assignment of Leasehold Right and Sublease	<ol style="list-style-type: none"> 1. During the Lease Term and/or the Renewed Lease Term of this Agreement, the Lessor agrees that the Lessee may assign any of its rights and obligations regarding the lease of the leased building under the Lease Agreement, whether in whole or in part of the Leased Property, to any person, including but not limited to the use of rights and obligations under this Agreement as a security for any loan from any financial institution, provided that the Lessee has provided the Lessor a prior written notification of the same. The assignment of rights and obligations under this Agreement shall not be done in any way that will affect any rights and obligations of the Lessor under this Agreement and shall be subject to the Lease Term or the Renewed Lease Term (as the case may be). In the event where it is an assignment to any operator with competitive nature of business to the Lessor's and/or to any person in the same group of the Lessor, the Lessee shall obtain the prior written consent from the Lessor.

	<p>(a) During the Lease Term and/or the Renewed Lease Term of this Agreement, the Lessor agrees that the Lessee may assign any of its rights and obligations regarding the lease of the leased land under the Lease Agreement, whether in whole or in part of the Leased Property, to any person upon obtaining a prior written consent from the Lessor. The Lessor agrees that the Lessee may use its rights and obligations under this Agreement as a security for any loan from any financial institution, provided that the Lessee has provided the Lessor a prior written notice of the same. The assignment under this Agreement shall not be done in any way that will affect any rights and obligations of the Lessor under this Agreement and shall be subject to the Lease Term or the Renewed Lease Term (as the case may be).</p> <p>(b) For the benefit of the lease of land, factory building, and/or Solar Rooftop Project business, the Lessor agrees that the Lessee may sublease the building and/or the land which are a part of the Leased Property factor building and/or the Solar Rooftop Project area, whether in whole or in part, to any person without obtaining prior consent of the Lessor provided that such sublease shall not be given to any tenant operating prohibited business pursuant to the relevant law.</p> <p>However, the sublease term or the condition of the renewal of the lease term shall be subject to the Lease Term and the Renewed Lease Term (as the case may be). If any tenant wishes to renew the term of the Lease Agreement or the Service Agreement beyond the Lessee's Lease Term and Renewed Lease Term (as the case may be), when notified by the Lessee, the Lessor may enter into a Lease Agreement and a Service agreement for the term beyond the Lessee's Lease Term or Renewed Lease Term (as the case may be) on the same date as the renewal date of such Lease Agreement and Service Agreement with the Lessee subject to an agreement with each tenant. The Lessor agrees to use it endeavor to, and will not unreasonably deny the entering into the said agreements with any tenant.</p>
Tax and Revenue Stamp with Regard to the Leased Property	<ol style="list-style-type: none"> 1. The Lessor undertakes to be responsible for the land and building tax in relation to the Leased Property prior to the commencement date of the Lease Term and throughout the period of 3 (three) years from the commencement date of the Lease Term. 2. The Lessee undertakes to be responsible for the land and building tax, and fees or any other tax that the government may additionally stipulate or enforce in regards to the land and building and/or proceeds or benefit from occupying the Leased Property from the date subsequent to the end date of such aforementioned period of 3 (three) from the commencement date of the Lease Term. 3. In the event where one of the Party has paid any land and building tax, and/or any tax in lieu of the other Party, the Party liable for such land and building taxes agrees to reimburse to the paying Party within 5 (five) working days from the receipt date of a notice of the same from such paying party. 4. The Lessor undertakes to be responsible for any revenue stamps relating to the execution of this Agreement and the Renewed Lease Term Agreement.
Fees and Expenses	<ol style="list-style-type: none"> 1. Unless otherwise stipulated in other part of this Agreement for the fees and expenses, the Lessor agrees to be responsible for any other fees and expenses in relation to the Leased Property including all expenses associated with the initial registration of the leasehold right pursuant to this Agreement.

	<p>Except for any other fees and expenses otherwise stipulated in other part of this Agreement, the Lessee agrees to be responsible for any relevant fees and expenses associated with the Leased Property throughout the Lease Term and/or the Renewed Lease Term (as the case may be) pursuant to this Agreement, including but not limited to other fees and expenses associated with the registration of the leasehold right of the Renewed Lease Term.</p> <ol style="list-style-type: none"> 2. The Lessor agrees to be responsible for any other fees and expenses with regard to the mortgage of the property, including other expenses in relation to the registration of all mortgages (the first mortgage and the other if there is an increase of mortgage limit pursuant to The Lessor's Performance Security Clause) per the terms of this Agreement. 3. The Lessor agrees to be responsible for fees regarding the registration of encumbrance on the Charged Land and any expenses arisen from or relating to all registrations of encumbrance on the Charged Land (the first registration and for the Renewed Lease Term) per the terms of this Agreement. 4. The Lessor agrees to be responsible for any outstanding indebtedness, expenses, maintenance cost, and encumbrance in relation to, or associated with the maintenance of the Leased Property arisen and still outstanding prior to the commencement date of the Lease Term. Furthermore, the Lessor agrees to be responsible for any indebtedness, expenses, maintenance cost, and encumbrance in relation to, or associated with the maintenance of the Leased Property arisen throughout the Lease Term and/or the Renewed Lease Term (as the case may be) pursuant to this Agreement. In the event where any Party obtains any such money or benefit which it is not entitled to, such Party agrees to deliver such money or benefit to the entitled Party.
Event of Default	<p>Upon the occurrence of any of the following event, it shall be deemed the Event of Default of the Party related to such event:</p> <ol style="list-style-type: none"> 1. Event of default by the Lessor <ol style="list-style-type: none"> 1.1. In the event where the Lessor intends to breach or to not comply with any terms of this Agreement or Undertaking Agreement (Owner of the Properties), and fails to remedy such breach or incompliance within 90 (ninety) days from the date of being notified of or acknowledged of such default or within any period as agreed by the Parties unless such default is a result of any force majeure or any breach of any terms and conditions stipulated in this Agreement by the Lessee. 1.2. In the event where the Lessor fails to uphold to its offer granted to the Lessee regarding the renewal of this Lease Agreement for the Renewed Lease Terms as stipulated in the Right to Renewal the Lease Agreement, it shall immediately be deemed as an Event of Default of this Agreement. 1.3. In the event where the Lessor sell, distribute of, or assign the Leased Property during the first Lease Term without obtaining prior consent from the Lessor, it shall immediately be deemed as an Event of Default of this Agreement. 1.4. In the event where the Leased Property is confiscated pursuant to the court order as a result of the Lessor's fault by a person who has lawfully exercised its right and consequently caused the Lessor to no longer be able to fully utilize the Leased Property pursuant to the purpose and objective of this Agreement.

	<p>1.5. In the event where the Lessor is ordered by a competent court to be under receivership or to become bankrupt or being placed under dissolution, liquidation or a rehabilitation process and the Lessee considers that it will affect the Lessor's ability to repay the debts or to comply with this Agreement.</p> <p>2. Event of default of the Lessee</p> <p>2.1. In the event where the Lessee intends to breach or to not comply with any terms of this Agreement, or warranties pursuant to this Agreement and fails to remedy such breach or noncompliance within 90 (ninety) days from the date of being notified of or acknowledge of such default or within any period as agreed by the Parties, unless such default is a result of any force majeure or any breach of any terms and conditions stipulated in this Agreement by the Lessor, or unless such noncompliance of any terms and conditions of this Agreement was a consequent of (a) wilful misconduct or negligence in performing its obligation under Property Management Agreement by WHA Industrial Development Public Company Limited and/or (b) wilful misconduct or negligence in performing its obligation under Property Management Agreement by the Property Manager who is a person in the same group as the Lessor (only in the case of a lease of property with WHA Eastern Seaboard Industrial Estate Co., Ltd. and WHA Industrial Building Co., Ltd.).</p>
Termination of the Agreement	<p>1. It has reached the expiration of the Leased Term or the Renewed Lease Term (as the case may be).</p> <p>2. The Parties mutually agree to terminate the Agreement.</p> <p>3. The withdrawal or revocation of the status of the Trust by law and/or orders of any relevant government agencies, including the Securities and Exchange Commission and/or the Capital Market Supervisory Board provided that such withdrawal or revocation is not a result of the Lessor's, Lessee's or Trustee's fault.</p> <p>4. In the event where the entire or material part of each plot of the leased land is subject to an expropriation, or is part of the nature reserve, or part of the land under survey regarding the expropriation pursuant to any notification or law associated with the expropriation or any other relevant law which shall materially cause the Lessee to be incapable of utilizing such certain plot of land of the Leased Property. The Lessee has the right to consider whether this Agreement shall be terminated upon the only plot of Leased Property which affected from such event or not.</p>

Summary of the Draft Movable Properties Sale and Purchase Agreements

Summary of the Draft Movable Properties Sale and Purchase Agreements with WHA Industrial Development Public Co., Ltd. ("WHAID")

The Seller	WHA Industrial Development Public Co., Ltd.
Purchase Price	<p>The Parties agree to buy and sell the Property at the total price of approximately THB [•](excluding VAT). The Buyer shall make a payment of the said price in whole within the Effective Date as defined below. Provided that such payment may be made in the form of a bank cashier's cheque or a wire-transfer to the Seller's account, as the Seller shall notify the Buyer prior to the Effective Date, or by any other mutually agreed methods. The Seller shall provide a receipt to the Buyer as evidence.</p> <p>Any payments of the purchase price or other payments hereunder by cheque, instrument or any other bill of exchange, except for the cashier's cheque, shall be deemed complete only upon the Seller being paid from such cheque, instrument or bill of exchange.</p>

Summary of the Draft Movable Properties Sale and Purchase Agreements with WHA Industrial Building Co., Ltd. ("WHA-IB")

The Seller	WHA Industrial Building Co., Ltd.
Purchase Price	<p>The Parties agree to buy and sell the Property at the total price of approximately THB [•](excluding VAT). The Buyer shall make a payment of the said price in whole within the Effective Date as defined below. Provided that such payment may be made in the form of a bank cashier's cheque or a wire-transfer to the Seller's account, as the Seller shall notify the Buyer prior to the Effective Date, or by any other mutually agreed methods. The Seller shall provide a receipt to the Buyer as evidence.</p> <p>Any payments of the purchase price or other payments hereunder by cheque, instrument or any other bill of exchange, except for the cashier's cheque, shall be deemed complete only upon the Seller being paid from such cheque, instrument or bill of exchange.</p>

**Summary of Additional Conditions of the Draft Movable Properties Sale and Purchase Agreements
with the 2 Asset Owners' Companies**

The Buyer	SCB Asset Management Co., Ltd. as trustee of Hemaraj Leasehold Real Estate Investment Trust (the "Buyer")
The Sell and Purchase of Movable Properties	<p>The Buyer agrees to buy movable properties (the list of movable properties is attached to the Agreement) (the "Property") from the Seller, and the Seller agrees to sell the Properties to the Buyer at the agreed price and under the terms provided herein.</p> <p>Provided that, the sales and purchases hereunder shall become effective between the Parties hereof on the Lease Date as specified in the Lease Agreement (the "Effective Date").</p>
Transfer of Ownership in the Property	<p>The Parties agree that the transfer of ownership in the Property hereunder shall be effective on the Effective Date and upon the Seller being paid for the purchase price in the full amount as required hereunder (the "Transfer of Ownership Date"). The possession of the Property shall be deemed delivered by the Seller to the Buyer at the location of such Property. The Seller further agrees to be answerable for any remaining liabilities, costs, maintenance fees, and any obligations relating to or in connection with the maintenance of the Property, sold by the Seller which is outstanding and incurred prior to the Transfer of Ownership Date. In case of any Party receives any money or other benefits without legal entitlement, the Party receiving such money or benefit shall return such money or benefit to the other Party.</p>
Taxes and Fees	The Buyer shall be responsible for all fees incurred or may incurred from any proceedings of transfer of Property's ownership to the Buyer, as well as being responsible for any value-added taxes from the sales of Property.
Warranties of Property	On the Property delivery date, the Seller warrants that the Property are free from any encumbrances and any evictions, including but not limited to the Property being pledged or hire-purchased, or being used as security by any other means to any third parties, as well as the cause of any right of claim against the Property, or the Buyer's right to acquire the Property being inferior or second to others.

Summary of the Draft Addendum Agreement Attached to the Mortgage Agreement

Summary of the Draft Addendum Agreement Attached to the Mortgage Agreement with WHA Industrial Development Public Co., Ltd. (“WHAID”)

The Mortgagor	WHA Industrial Development Public Co., Ltd.										
Mortgaged Properties	<div>Leasehold rights of land and buildings in WHA Chonburi Industrial Estate 1 Project (WHA CIE1), Bo Win sub-districts, Sriracha district, Chonburi province.</div> <table><tr><th>No.</th><th>Title Deed</th><th>Building</th><th>Type of Building</th></tr><tr><td>1)</td><td>52626</td><td rowspan="2">1 unit of factory</td><td rowspan="2">1 unit if detached building</td></tr><tr><td>2)</td><td>234134</td></tr></table> <div>("Mortgaged Properties")</div>	No.	Title Deed	Building	Type of Building	1)	52626	1 unit of factory	1 unit if detached building	2)	234134
No.	Title Deed	Building	Type of Building								
1)	52626	1 unit of factory	1 unit if detached building								
2)	234134										

Summary of the Draft Addendum Agreement Attached to the Mortgage Agreement with WHA Eastern Seaboard Industrial Estate Co., Ltd. (“WHA ESIE”)

The Mortgagor	WHA Eastern Seaboard Industrial Estate Co., Ltd.																																								
Mortgaged Properties	<p>Leasehold rights of land and buildings in WHA Eastern Seaboard Industrial Estate 1 Project (WHA ESIE1), Ta Sit sub-districts, Pluak Daeng district, Rayong province and Khao Khansong Subdistrict, Sriracha District, Chon Buri Province</p> <table><tr><th>No.</th><th>Title Deed</th><th>Building</th><th>Type of Building</th></tr><tr><td>1)</td><td>17014</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr><tr><td>2)</td><td>19278</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr><tr><td>3)</td><td>26792</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr><tr><td>4)</td><td>26793</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr><tr><td>5)</td><td>26795</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr><tr><td>6)</td><td>170699</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr><tr><td>7)</td><td>175592</td><td>1 unit of factory</td><td>1 unit of detached building</td></tr></table> <p>Leasehold rights of land and buildings in WHA Logistic Park 2 Project (WHA LP2), on the Title Deed No.229436, Khao Khansong Subdistrict, Sriracha District, Chon Buri Province</p> <table><tr><th>No.</th><th>Title Deed</th><th>Building</th><th>Type of Building</th></tr><tr><td>1)</td><td>229436</td><td>1 unit of warehouse</td><td>1 unit of warehouse building</td></tr></table> <p>(“Mortgaged Properties”)</p>	No.	Title Deed	Building	Type of Building	1)	17014	1 unit of factory	1 unit of detached building	2)	19278	1 unit of factory	1 unit of detached building	3)	26792	1 unit of factory	1 unit of detached building	4)	26793	1 unit of factory	1 unit of detached building	5)	26795	1 unit of factory	1 unit of detached building	6)	170699	1 unit of factory	1 unit of detached building	7)	175592	1 unit of factory	1 unit of detached building	No.	Title Deed	Building	Type of Building	1)	229436	1 unit of warehouse	1 unit of warehouse building
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Summary of the Draft Addendum Agreement Attached to the Mortgage Agreement with WHA Industrial Building Co., Ltd. ("WHA-IB")

The Mortgagor	WHA Industrial Building Co., Ltd.																												
Mortgaged Properties	<div>1. Leasehold rights of land and buildings in WHA Chonburi Industrial Estate 1 Project (WHA CIE1) , BO Win Subdistrict, Sriracha District, Chon Buri Province</div> <table><tr><th>No.</th><th>Title Deed</th><th>Building</th><th>Type of Building</th></tr><tr><td>1)</td><td>90909</td><td>4 unit of factory</td><td>4 unit of Attached building</td></tr><tr><td>2)</td><td>90924</td><td>1 unit of factory</td><td>1 unit of Attached building</td></tr></table> <div>2. Leasehold rights of land and buildings in WHA Sriracha Industrial Estate Project (WHA SIL) , Nong Pla Mor Subdistrict, Nong Khae District, Saraburi Province</div> <table><tr><th>No.</th><th>Title Deed</th><th>Building</th><th>Type of Building</th></tr><tr><td>1)</td><td>27145</td><td>2 unit of factory</td><td>2 unit of Attached building</td></tr></table> <div>3. Leasehold rights of land and buildings in WHA Logistic Park 4 Project (WHA LP4), on the Title Deed No.473, Pluak Daeng Subdistrict, Pluak Daeng District, Rayong Province</div> <table><tr><th>No.</th><th>Title Deed</th><th>Building</th><th>Type of Building</th></tr><tr><td>1)</td><td>473</td><td>1 unit of warehouse</td><td>1 unit of warehouse building</td></tr></table> <div>("Mortgaged Properties")</div>	No.	Title Deed	Building	Type of Building	1)	90909	4 unit of factory	4 unit of Attached building	2)	90924	1 unit of factory	1 unit of Attached building	No.	Title Deed	Building	Type of Building	1)	27145	2 unit of factory	2 unit of Attached building	No.	Title Deed	Building	Type of Building	1)	473	1 unit of warehouse	1 unit of warehouse building
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1)	90909	4 unit of factory	4 unit of Attached building																										
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Summary of Additional Conditions of the Draft Addendum Agreement Attached to the Mortgage Agreement with the 3 Asset Owners' Companies

Mortgagee	SCB Asset Management Co., Ltd. as trustee of Hemaraj Leasehold Real Estate Investment Trust (the "Mortgagee" or "Trust")
Obligations Mortgaged as Security	The following obligations incurred or to be incurred under the Lease Agreement, for example, prepaid rental fee, the loss of benefit in using the leased property under the Lease Agreement, any sums of money to be returned according to the Lease Agreement, damages or any expenses incurred or may incurred in relation to the claim against the Mortgagor to comply with the Lease Agreement, or a call for money debt payment or any actions according to the Lease Agreement, a call to comply with the Mortgagor's covenant, as a Lessor, regarding the right of the Mortgagee, as a Lessee, to renew the Lease Agreement thereunder, and the Mortgagor is liable under the Lease Agreement.
Enforcement of Mortgage	The Mortgagee shall be entitled to enforce the mortgage upon the Mortgagor's breach of the Lease Agreement and the Mortgagee has exercised its rights to terminate the Lease Agreement, or upon the Mortgagor's breach of promise to the Mortgagee under the Lease Agreement to renew the Lease Agreement and the Mortgagor is liable under the Lease Agreement.
Redemption of Mortgage	When the registration of the leasehold right during the renewed term under the Lease Agreement, where the Mortgagor has performed its duty as provided above, or when the Lease Agreement is extinguished or terminated prior to the expiration of the lease term by any other reasons excluding the Mortgagor's incompliance to the above terms, the obligations of Mortgagor hereunder shall be deemed extinguished on the date of the leasehold right registration during the renewed term under the Lease Agreement or on the date of such termination or extinguishment of the Lease Agreement, and the Mortgagee agrees to redeem the mortgaged properties to the Mortgagor on the said date of the leasehold right registration during the renewed term under the Lease Agreement, or on the said date of termination or extinguishment of the Lease Agreement.

Summary of the Draft Undertaking Agreement (WHA Industrial Development PLC.)

The Parties	WHA Industrial Development Public Company Limited ("WHAID") and SCB Asset Management Co., Ltd. as trustee of Hemaraj Leasehold Real Estate Investment Trust (the "Trust")
The Retaining of Trust Unitholding Ratio	<p>1. During a period of 3 (five) years from on the effective date of the term of the Trust's Leased Property under the Lease Agreement (the "Unit Holding Term"), WHAID agrees that the unitholding ratio in the Trust of WHAID and/or persons in the same group shall not collectively be less than 15 (fifteen) percent of the total trust units in the Trust only with the issuance and offering of the additional trust units no.2 . Provided that "the persons in the same group" shall also include any persons who have any of the following relationships:</p> <p>(1) Spouse and minor children;</p> <p>(2) Juristic person and shareholders or partners of the juristic persons who hold the shares or hold partnership in such juristic person of not less than 50 (fifty) percent of the total shares sold or total partnership;</p> <p>(3) Private Fund of the persons in (1) or (2) but not including the Provident Fund.</p> <p>2. During the Unit Holding Term as mentioned above, WHAID agrees that WHAID and/or the persons in the same group as WHAID will not sell, dispose of or transfer the units or pledge the units or create any encumbrances which causes WHAID and/or persons in the same group as WHAID to hold the units in less than the proportion as set forth as above, except for the case of any pledge or creation of encumbrances for the sake of the Trust's benefit which are approved by the Trustee in prior written consent.</p>
Covenants in Managing the Conflict of Interest	During the term of being the REIT Manager by WHAID, WHAID agrees to the Trust that in every case of anyone interested in the leasing of the factory and/or warehouse, it shall offer the customers all of the properties for their consideration regardless of whose parties the properties belong to, including the rent setting at the comparable rate in size, location, form, and age of the similar range for the sake of transparency and for the sufficient information in consideration of the customers.

Summary of the Draft Undertaking Agreement of the 3 Asset Owner's Company

The Parties	WHA Eastern Seaboard Industrial Estate Co., Ltd. ("WHA ESIE") WHA Industrial Building Co., Ltd. ("WHAIB") (collectively the "Property Owner") And SCB Asset Management Co., Ltd. as trustee of Hemaraj Leasehold Real Estate Investment Trust (the "Trust")												
Obligation of the Property Owner to Compensate the Rent	<div>1. The Property Owner shall be responsible to compensate for the loss of rent and service fee (collectively the "Rent") to the Trust from the <u>untenanted</u> Leased Property for the period of 3 (three) years commencing on the start date of the Lease Term under the Lease Agreement (the "Compensation Period") with the following minimum Rent rate;</div> <table><tr><th>Type of Leased Property</th><th>Location of the Leased Property</th><th>Minimum Compensate Rent Rate (THB/Square Metre)</th></tr><tr><td>Factory with Attached Building</td><td>WHA Chonburi Industrial Estate 1 Project and WHA Saraburi Industrial Land Project</td><td>164</td></tr><tr><td>Factory with Detached Building</td><td>WHA Chonburi Industrial Estate 1 Project and WHA Eastern Seaboard Industrial Estate 1 Project</td><td>189</td></tr><tr><td>Warehouse</td><td>WHA Logistics Park 2 Project and WHA Logistics Park 4 Project</td><td>150</td></tr></table> <div>In this regards, the Parties agree that the compensated Rent shall be payable by the Property Owner to the Trust in every quarter under the terms specified in the Article 2 to 5.</div> <div>2. During the Compensation Period, the Property Owner shall be responsible to compensate the Rent at the rate specified in the table in Clause 1 for the untenanted Leased Property (whether the Leased Property has been untenanted throughout the Compensation Period or has been tenanted Leased Property that was subsequently untenanted) (the "Untenanted Leased Property").</div> <div>3. Under clause 6, in the events that the Untenanted Leased Property is leased by any tenants during the Compensation Period, the Property Owner shall be relieved from the obligations to compensate for the Rent to the Trust commencing from the start date of the lease term of the Untenanted Leased Property by the tenants.</div> <div>4. Provided that during such Compensation Period, in case of the lease term of any lease agreement and service agreement (collectively the "Lease Agreement and Service Agreement") of any tenants on the Leased Property expire thereunder and the Lease Agreement and Service Agreement are not renewed, the Property Owner shall be responsible to compensate the Rent at the rate specified in the table of Article 1 from the lease expiration date of the Lease Agreement and Service Agreement of respective tenants up to the expiration date of the Compensation Period or until the lease date of the tenanted Leased Property which was untenanted and subsequently leased by other tenant (whichever earlier) regardless of the rent rate that the Trust may obtain from such tenants whether more or less than the compensated Rent rate specified in the table of Clause 1.</div> <div>5. In case of defaults by any tenants on the Leased Property or failure to pay rent under the Lease Agreement and Service Agreement, the Property Owner shall not be responsible for the Rent payment in lieu of the tenants under the Lease Agreement and Service Agreement in any case, however, if the Lease Agreement and Service</div>	Type of Leased Property	Location of the Leased Property	Minimum Compensate Rent Rate (THB/Square Metre)	Factory with Attached Building	WHA Chonburi Industrial Estate 1 Project and WHA Saraburi Industrial Land Project	164	Factory with Detached Building	WHA Chonburi Industrial Estate 1 Project and WHA Eastern Seaboard Industrial Estate 1 Project	189	Warehouse	WHA Logistics Park 2 Project and WHA Logistics Park 4 Project	150
Type of Leased Property	Location of the Leased Property	Minimum Compensate Rent Rate (THB/Square Metre)											
Factory with Attached Building	WHA Chonburi Industrial Estate 1 Project and WHA Saraburi Industrial Land Project	164											
Factory with Detached Building	WHA Chonburi Industrial Estate 1 Project and WHA Eastern Seaboard Industrial Estate 1 Project	189											
Warehouse	WHA Logistics Park 2 Project and WHA Logistics Park 4 Project	150											

Agreement of any tenant is terminated prior to the expiration date of the lease term of such tenants due to the breach (on whatsoever causes), the Property Owner shall be responsible for the Rent rate specified in the table of Clause 1 from the Trust's Loss of Rent from the Leased Property date up to the expiration date of the Compensation Period or the lease date of the Untenanted Leased Property by other tenant (whichever earlier) regardless of the rent rate that the Trust may obtain from such tenants whether more or less than the compensated Rent rate specified in the table of Clause 1.

Given that the calculation of the amount of the "Trust's Loss of Rent from the Leased Property" is as follows;

- 5.1. In addition to the security deposit secured from the tenants under the Lease Agreement and the Service Agreement (the "Security Deposit"), the Trust may consider to claim for compensation for the damages entitled to receive by the Trust under the Lease Agreement and the Service Agreement from the tenants accordingly (the "Compensation for Damages") unless otherwise agreed by the Parties; and
- 5.2. The Trust shall utilize the Security Deposit and/or the Compensation for Damages (if any) obtained from the tenants for the purpose of maintaining the Leased Property to be in the leasable conditions (if any); and
- 5.3. The Trust shall consider to apply the remaining Security Deposit and/or Compensation for Damages after the maintenance deduction pursuant to Clause 5.2 (if any) for the compensation of the Trust's loss of earnings for the period commencing from the termination date of the Lease Agreement and Service Agreement between the Trust and such tenants thereafter; and
- 5.4. Upon the date when the Trust used up all of the Security Deposit and/or the Compensation for Damages pursuant to Clause 5.2 and 5.3 above, it shall be deemed as the "Trust's Loss of Rent from the Leased Property" date.

For the avoidance of doubt, if the Trust's Loss of Rent from the Leased Property date occurs after the expiration of the Compensation Period, the Property Owner shall have no obligation to compensate for the Trust's loss of earning in any case.

In addition, if the Parties deem appropriate to pursue legal proceedings to claim for the Compensation for Damages from the tenants, the Parties agree that it shall be deemed as the Trust is yet to receive the Compensation for Damages from such tenants during such legal proceedings against them for the purpose of the calculation of the Trust's Loss of Rent from the Leased Property" as defined in Clause 5.1 – 5.4. In this regards, the Trust shall use its best efforts to obtain the Compensation for Damages from the tenants and agrees to promptly reimburse such Compensation for Damages obtained from such tenants in the amount which the Property Owner had compensated the Trust to the Property Owner.

6. During the compensation period, if the Rent is lower than the minimum rental rate as follows, the Property Owner shall be responsible for the rental short of the minimum rental rate to HREIT.

Type of Leased Property	Location of the Leased Property	Minimum Compensate Rent Rate (THB/Square Metre)
Factory with Attached Building	WHA Chonburi Industrial Estate 1 Project and WHA Saraburi Industrial Land Project	164

	Factory with Detached Building	WHA Chonburi Industrial Estate 1 Project and WHA Eastern Seaboard Industrial Estate 1 Project	189	
	Warehouse	WHA Logistics Park 2 Project and WHA Logistics Park 4 Project	150	
	<p>The rental short of the minimum rental rate will include the case where tenant on the leased property is exempt from the Rent at any period during the Compensation Period which is not caused by defaults. In this case, the Property Owner will be responsible for the minimum rental rate in full.</p> <p>Provided that during such Compensation Period, in case of defaults by any tenants on the Leased Property or failure to pay rent under the Lease Agreement and Service Agreement, the Property Owner shall not be responsible for the Rent payment in lieu of the tenants under the Lease Agreement and Service Agreement in any case but the Property Owner still have to pay the rental short of the minimum rental rate.</p> <p>Under clause 6, the condition is not mandatory for the lease agreement and service agreement made or renew before or on the date that the undertaking agreement becomes effective.</p>			
Obligation to Pay for the Renovation and Alteration of the Property	<p>For the period of 5 (five) years from the start date of the Lease Term, the Property Owner shall responsible for the expenses of any renovation, reparation, and/or alteration in material part of the property invested by the Trust e.g. the rooftop, air conditioner, fire protection system, painting of the leased building, transformer, fences and gates around the plot of Leased Property (if any), public utilities system connecting from the service provider for the management and maintenance of common public utilities, building structure, the reparation of the land and buildings on the Trust's invested property area as a result of land subsidence (if any), including the work systems relating to such damage.</p> <p>Provided that the Property Owner shall not be responsible for the expenses of any renovation and/or alteration of the property invested by the Trust in the events that such renovation and/or alteration caused by the fault of the tenants</p>			

Summary of the Draft Property Management Agreement (Every Project)

REIT Manager	WHA Industrial REIT Management Co., Ltd. (the "REIT Manager")
Property Manager	WHA Industrial Development Public Company Limited (the "Property Manager")
Trustee	SCB Asset Management Co., Ltd. as the Trustee of Hemaraj Leasehold Real Estate Investment Trust (the "Trust")
Effective Date and the Appointment of the Property Manager	The REIT Manager agrees to appoint and the Property Manager agrees to be appointed to perform the duty of the Trust's Property Manager in managing and procuring benefit for the Trust's Property for the benefit of the Trust under the terms and regulations specified in this Agreement, and the Property Manager shall commence the performance of its duty from the Effective Date of this Agreement onwards.
Management Term	The Parties agree that the Property Manager shall perform its duties as specified herein for a total period of 10 (ten) years from the Effective Date (the "Initial Management Term"). Upon the expiration of the Initial Management Term or the subsequent term (as the case may be) and the REIT Manager or Trustee does not notify any ground of defaults to the Property Manager during the management term, the Parties agree to automatically renew this Agreement for an additional term of 10 (ten) years each with the same terms and conditions as specified herein, except for the management fee of the Property Manager which shall be at the rate of 5 (five) percent of the Gross Property Operating

	Revenue, however, the management term shall not in any event exceed the Lease Term or the Renewed Lease Term (as the case may be) under the investment agreement of the Trust.
Obligations of the Property Manager	<ol style="list-style-type: none"> 1. The Property Manager agrees to perform regular duties in managing and administering the property invested by the Trust, or any other duty as agreed by the Parties in writing. Such duties shall be in accordance with the annual operating plan, Trust Deed, prospectus, Disclosure Report, and the relevant laws for the benefits of the Trust and unitholders in conducting its duties of managing and administering the property invested by the Trust. The Trust shall submit information relating to Prospectus and Disclosure Report so that the Property Manager can perform regular duties in accordance with such document. However, the Property Manager is not binding to the Prospectus and Disclosure Report, unless otherwise agreed by the Property Manager. 2. The Property Manager shall have the duty to undertake any actions as additionally assigned by the REIT Manager as appropriate and only to the extent concerning the business conducts of the Trust's Property and/or in connection with the performance of its duties as specified herein for the benefits of the Trust and unitholders, whereby the Property Manager is entitled to receive the remuneration for such additional performance assigned as further agreed upon, however, if such duty is resulting in the substantial increase of the obligations of the Property Manager or may cause any substantial damage to the Property Manager, the Property Manager reserves the right to reject such additional assignments by the Trust. In this regard, the Trustee is entitled to designate other persons for the performance of such duty at the Trust's expenses, provided that the performance of such person shall not immoderately affect the Property Manager's performance of its duties hereunder. 3. The Property Manager agrees to procure permanent personnel for the operation at the property invested by the Trust, and to manage and administer the property invested by the Trust for an appropriate period of time and amount. The procured personnel shall be skilled and experienced in managing properties and shall be qualified in performing as a Property Manager. The Property Manager shall propose an organization chart of the management of the property invested by the Trust for the REIT Manager's consideration on the signing date of this Agreement and in case of any substantial revision of the said management team structure, the Property Manager shall provide the REIT Manager the details of such revision for its consideration not less than 15 (fifteen) days prior to the management team structure revision in each case. 4. The Property Manager agrees to prepare an annual operating plan for the management of the Trust's Property and shall propose such annual operating plan of the Trust's Property to the REIT Manager for its approval not less than 60 (sixty) days prior to the end of each fiscal year, and the REIT Manager shall propose for the Trustee's approval not less than 30 (thirty) days prior to the end of each fiscal year, together with the 5 (five) year annual operating plan only to the extent concerning the major renovation and/or reparation of the material part of the Property. 5. The Property Manager shall preserve copies of all documents and evidences in relation to the property management as necessary and appropriate, including the copies of supporting documents confirming the payment of the petty cash which include scanned files of the copies of invoices of the expenses that the Property Manager's engage or cooperate, for the period of at least 5 (five) years retroactively in the complete and accurate conditions and accessible for auditing by the REIT Manager, Trustee, and relevant parties, and shall deliver such copies to the Trust after the expiration of this Agreement.

Remuneration

The Trust agrees to remunerate the Property Manager for administering and managing the Property as follows;

1. The management fee (excluding VAT)

Period	The Management Fee
1 st – 5 th Year	1.75% of the Gross Property Operating Revenue*
6 th – 10 th Year	5% of the Gross Property Operating Revenue*

In case of any renewal of this Agreement, the management fee per annum shall be at the rate of 5% of the Gross Property Operating Revenue.

*The Gross Property Operating Revenue means the actual revenue from the rent, service fee, and other revenue from the exploitation of the property invested by the Trust audited by the Trust's auditor or from the Trust's annual financial statements which is audited by the auditor (as the case may be), after adjusting the realized revenue of the rent and service fee to be in accordance with the Lease Agreement and Service Agreement, but excluding the revenue from (a) the compensation of the loss of Rent received from the Property Owner under the Undertaking Agreement of the Property Owner.

2. The commission fee for tenants solicitation (for the introduction or solicitation by the Property Manager)

- a. The commission fee in soliciting and administering for new tenants to enter into the Lease Agreement and the Service Agreement with the Trust for the lease term of or at least 3 (three) years shall be at the rate of 1 (one) monthly Rent receivable by the Trust per a Lease Agreement and Service Agreement that such tenants enter into with the Trust

(in case of any lease term less than 3 (three) years, the Property Manager is entitled to the commission fee

(1) In case of new tenants to enter into the Lease Agreement and the Service Agreement with the Trust for the lease term of or at least 1 (one) years but not greater than 3 (three) years shall be at the rate of the ratio of the actual lease term comparing with the standard lease term of 3 (three) years).

(2) In case of new tenants to enter into the Lease Agreement and the Service Agreement with the Trust for the lease term less than 1 (one) years and the Property Manager hires or assigns an agent or other person to solicit for such tenants shall be at the rate of the ratio of the actual lease term comparing with the standard lease term of 3 (three) years).

(3) In case of new tenants to enter into the Lease Agreement and the Service Agreement with the Trust for the lease term less than 1 (one) years and the Property Manager solicits for such tenants by themselves and not hires or assigns an agent or other person to solicit for such tenants shall not entitle to the commission fee.

- b. The operating fee for the renewal of the Lease Agreement and the Service Agreement between the current tenants and the Trust for the lease term of or at least 3 (three) years shall be at the rate of 0.5 (zero point five) monthly Rent receivable by the Trust per a Lease Agreement and Service Agreement that such tenants enter into with the Trust (in case of any lease term less than 3 (three) years, the Property Manager is entitled to the operating fee calculating from the ratio of the actual lease term comparing with the standard lease term of 3 (three) years), the Property Manager is entitled to the commission fee.

	<p>(1) In case of current tenants renew the lease term for more than 1 (one) years but less than 3 (three) years shall be at the rate of the ratio of the actual lease term comparing with the standard lease term of 3 (three) years).</p> <p>(2) In case of current tenants renew the lease term for less than or equal to 1 (one) years and the Property Manager hires or assigns an agent or other person to solicit for such tenants, shall be at the rate of the ratio of the actual lease term comparing with the standard lease term of 3 (three) years).</p> <p>(3) In case of current tenants renew the lease term for less than or equal to 1 (one) years and the Property Manager solicits for such tenants by themselves and not hires or assigns an agent or other person to solicit for such tenants shall not entitle to the commission fee.</p> <p>In case of any tenant introduced or solicited by the Property Manager terminates the Lease Agreement and Service Agreement prior to the expiration of the lease term and entered into another lease agreement and service agreement with the Property Manager and/or WHA Industrial Building Company Limited which are the current Property Owner, the Property Manager agrees to proceed the matters concerning the commission fee for solicitation of such tenants as follows;</p> <p>(1) In case of the Trust is compensated for the termination of the Lease Agreement and the Service Agreement from the tenants in the amount equivalent to or more than the Rent of the remaining lease term of the Lease Agreement and the Service Agreement relating to such tenants (whether from the Security Deposit or the Compensation for Damages payment from the tenants), the Property Manager shall not need to return the commission fee from soliciting such tenants to the Trust.</p> <p>(2) In case of the Trust is not compensated for the termination of the Lease Agreement and the Service Agreement from the tenants or the amount of compensation is less than the Rent of the remaining lease term of the Lease Agreement and the Service Agreement relating to such tenants (whether from the Security Deposit or the Compensation for Damages payment from the tenants), the Property Manager agrees to return the commission fee from soliciting such tenants to the Trust in proportionate to the remaining lease term which is not compensated for under such Lease Agreement and Service Agreement.</p> <p>For the avoidance of doubt, the Property Manager is not obliged to return any fees under this Clause for the early termination of the Lease Agreement and the Service Agreement by the tenants introduced or solicited by other persons.</p>
Expenses	<p>The Property Manager agrees to take responsibility for all costs of the Property Manager in its performance as required herein except the operating expenses of the property invested by the Trust, maintenance costs of the Property, risk premium of property insurance, maintenance costs of the common property, repair and renovation costs, land and building tax, local maintenance tax, and any other fees and expenses relating to the property invested by the Trust and any other administration and management expenses which shall be responsible by the Trust.</p> <p>The expenses incurred from the performance of the Property Manager's duties hereunder shall be in accordance with the estimated expenses as specified in the Trust's annual operating plan (as may be amended from time to time). Unless otherwise agreed by the REIT Manager, the Property Manager shall proceed as follows;</p>

	<ol style="list-style-type: none"> 1. In the case where the expense of each item is not exceeding THB 20,000 (Twenty Thousand), the Property Manager is entitled to proceed such transaction by informing the REIT Manager prior to the proceeding, and the REIT Manager shall notify such transactions to the Trustee prior to the proceeding, provided that such expense shall be in accordance with procedures as agreed with the Trustee and REIT Manager. In the events that the REIT Manager and/or Trustee later discover that such expense is not the expense of the Trust, the REIT Manager and/or Trustee are entitled to reject the disbursement of such expense. 2. In case of any expense of each item is at THB 20,000 (twenty thousand) and over, the Property Manager shall ask for the REIT Manager's approval before proceeding with such transaction by proposing the details of each transaction to the REIT Manager not less than 7 (seven) days prior to the proceeding, and the REIT Manager shall determine such transaction within 7 (seven) days from the receipt date of the complete and accurate details of such expense transaction from the Property Manager in writing, and the REIT Manager's decision is absolute. If the REIT Manager does not make any determination within such period, it shall be deemed that the REIT Manager approves such transaction on the overdue date of such period. For the disbursement of expense from the Trust in Clause 1 and 2 above, the Property Manager shall provide the Trust an invoice including the details of the expense items in such invoice, and the Trust shall verify and pay for such expenses within 30 (thirty) days from the receipt date of such invoice by the Trust. 3. Any undertakings or particular expense which incurred during the fiscal year and is not included in the annual operating plan, but the Property Manager deems necessary and appropriate to proceed, and such particular expense shall be the expense that is beneficial to and in connection with the management and administration of the Trust, and is included in the Trust Deed, Disclosure Report, and the prospectus, as well as complying with the procedures as agreed by the Property Manager, REIT Manager, and Trustee. The Property Manager shall provide the details of such particular expense, including the cause, reason, and budget to the REIT Manager or Trustee for their consideration from time to time, and any particular expense shall be prior approved by the Trustee, unless otherwise agreed by the REIT Manager or Trustee (as the case may be).
Review of the Property Manager's Performance	<ol style="list-style-type: none"> 1. Throughout the term of the Property Management Agreement, the REIT Manager is entitled to review the Property Manager's performance every 3 (three) years from the date the Trust invests in the Property (the "Performance Review Period"). The Property Manager's performance shall be reviewed based on the average operating income during the Performance Review Period. In this regards, the period for the review criteria adjustment shall be every 6 (six) years (the "Review Criteria Adjustment Period"). For the first 6 (six) years from the date the Trust invests in the Property, the operating income weighted average by the average factory and warehouse area of each Performance Review Period shall not be less than 50 (fifty) percent of the operating income weighted average by the factory area of the first year of the Trust's investment. Whereby the criteria of the operating income weighted average by the average factory area of the first period of the said 50 (fifty) percent shall be increased by 3 (three) percent at every Review Criteria Adjustment Period (For example, the period of the 7th – 12th (seventh to twelfth) year shall be at 53 (fifty-three) percent, and the period of the 13th – 18th (thirteenth to eighteenth) year shall be at 56 (fifty-six) percent) (the "Performance Review Criteria"). 2. In case of (a) any force majeure of natural disaster on the location or peripheral area of the property invested by the Trust and/or it is proved to have negative direct effect from such force majeure, or any serious political

unrest and effecting the Trust's operating income, the Property Manager shall inform the Trustee and REIT Manager within 15 (fifteen) days from the date of such force majeure, and in the events that such force majeure exists for the period longer than 6 (six) months from the date the Property Manager has informed Trustee and REIT Manager or (b) in the events that the average operating income of other real estate investment trust or the real estate mutual fund investing in the same type of immovable properties receive an operating income weighted average by the average factory area less than 15 (fifteen) percent comparing to the operating income weighted average by the average factory area of the preceding year, the Property Manager shall inform the Trustee and REIT Manager within 15 (fifteen) days from the date of such incident, and the Parties agree to proceed as follows;

- (1) The Property Manager shall propose to the Trustee and REIT Manager to implement the Property Manager's Performance Review Criteria at the time for reviewing the performance of the Property Manager; or
 - (2) The Property Manager shall propose to the Trustee and REIT Manager to amend the Performance Review Criteria by entering into a mutual agreement for the amendment of the Property Manager's Performance Review Criteria as appropriate.
3. The REIT Manager shall review the Property Manager's performance for the Performance Review Period within 60 (sixty) days from the end of each Performance Review Period with the following details;
- (1) The first Performance Review Period shall commence on the date the Trust invested in the Property, and for each of the following Performance Review Period, the REIT Manager shall review the Property Manager's performance every 3 (three) years within 60 (sixty) days from the end of such period.
 - (2) In the events that the average operating income of a Performance Review Period meets the Performance Review Criteria, the following Performance Review Period shall commence on the date following the end of such period.
 - (3) In the events that the average operating income of a Performance Review Period is less than the Performance Review Criteria, the REIT Manager shall conduct another review on the Property Manager's performance in the following year based on the average operating income from the Performance Review Period which is less than the Performance Review Criteria plus a period of 1 (one) year after the end of such period (the "Performance Rectifying Period").
4. If the average operating income of any Performance Rectifying Period is less than the Performance Review Criteria, the REIT Manager and/or the Trustee may terminate this agreement by notifying the Property Manager in writing not less than 3 (three) months in advance. For the avoidance of doubt, if the REIT Manager could not appoint any other person to work as a Property Manager in lieu of the current Property Manager, the Property Manager shall be entitled to the rights and duties hereunder until the appointment of the replacing Property Manager but shall not be more than 180 (one hundred eighty) days of the REIT Manager's termination date of this Agreement.
5. The REIT Manager may request the Property Manager to prepare document regarding the operating income data of the first year of performance, or the estimated operating income data as per the annual operating plan approved by the Trust in each year, or the average operating income data during the Performance Review Period as defined in Clause 1. The Property Manager shall prepare such documents and data for the REIT Manager within 30 (thirty) days from the receipt date of the notification in writing from the REIT Manager.

Covenants of the Property Manager's Undertaking or Omission	<ol style="list-style-type: none"> 1. Except for the matters relating to or in connection with the performance of the Property Manager's duty as specified herein or any provisions hereof, the Property Manager shall not act, including to sign any documents, provide any statement to officer of the Stock Exchange of Thailand or officer of the Office of the Securities and Exchange Commission and/or officer of any other government agencies on behalf of the Trust, and shall not create any obligation or encumbrance on behalf of the Trust or REIT Manager without the prior written consent of the Trustee or REIT Manager. 2. The Property Manager shall inform the REIT Manager in writing in case of any revision of the key personnel in managing and administering the property, and shall promptly procure the replacement of such key personnel with knowledge and experience in managing the property and the Property Manager deems qualified for the performance in lieu of the former personnel without any effect on the performance of the Property Manager's duty as required herein for the consistency of the management of the property invested by the Trust. 3. The Property Manager agrees to undertake any action under the scope of duty and within the general acceptable profession standards of the Property Manager (if any) as the Property Manager deems necessary and appropriate for the protection of the Trust against substantial violation of its duties or breaches of the conditions stipulated in the Trust Deed, Disclosure Report, prospectus, or the Lease Agreement and the Service Agreement, and the Property Manager shall notify the Trust immediately upon the occurrence of any event or causes which should be noted that any action or omission by the Trust may be deemed as violation of its duties or the breach of such conditions for the Trust's information and further amendment. 4. The agreement, regulation, and procedure of performance shall be as subsequently agreed upon by the Parties, whereby the Parties agree that such agreement, regulation, and procedure shall be deemed as an integral part of this Agreement. 5. The Property Manager shall perform its duty with integrity, honesty, and care by adhering to the profession standards of the Property Manager and the benefit of the Trust.
Conflict of Interest	<ol style="list-style-type: none"> 1. The Property Manager shall promptly inform the Trustee and the REIT Manager in writing in case of any probable conflict of interest against the Trust in relating to the performance of the Property Manager under the terms and conditions specified herein. If the Trustee considers that it may cause a conflict of interest and damage the Trust, the Trustee and/or the REIT Manager, the Trustee shall promptly notify the Property Manager in writing, and the Parties agree to mutually solve the issue in good faith and with fairness to consider the incidents case by case 2. In the events that the Property Manager is currently managing and administering the property in the category of factory for other person, and it has informed such arrangement to the Trust in writing, the Property Manager agrees to the Trust that in every case of anyone interested in the leasing of the factory, it shall offer the customers all of the properties for their consideration regardless of whose parties the properties belong to, including the rent setting at the comparable rate in size, location, form, and age of the similar range for the sake of transparency and for their sufficient information in consideration of the customers.
Termination	<p>This Agreement may be terminated by either Party if the following incidents occur, in any case such Party shall notify the other Party in writing not less than 30 (thirty) days in advance.</p> <ol style="list-style-type: none"> 1. The Trustee is entitled to terminate this Agreement in any of the following cases: <ol style="list-style-type: none"> (1) The Property Manager does not abide by the provisions set forth in the undertaking Agreement to be signed between the Property Manager and Trustee on behalf of the Trust.

(2) The Property Manager acts or omits from acting which is a lack of reliability to perform the duties in this Agreement.

2. The REIT Manager is entitled to terminate this Agreement in any of the following cases:

- (1) The Property Manager is ordered by a court for absolute receivership or bankruptcy or under the liquidation process.
- (2) The court orders the Property Manager into the rehabilitation process as per a petition to the court or relevant government agencies which will affect the Property Manager's ability to repay the debt or to perform the duties hereof.
- (3) The Property Manager changes the position of manager in the material part which will cause significant negative impact to its performance as a Property Manager hereof without written consent from the Trustee.
- (4) The cause as specified in the matters of Review of the Property Manager's Performance.
- (5) The Property Manager does not perform the duties concerning financial matters of the Trust as prescribed hereunder intentionally or dishonestly.
- (6) In the events that the REIT Manager finds out that the Property Manager acts or omits from acting which is a lack of reliability to perform the duties in this Agreement.

3. The REIT Manager is entitled to terminate this Agreement in the following case:

- (1) The REIT Manager does not manage and administer the Trust as prescribed in the Trust Deed, Disclosure Report, or prospectus which leads to substantial severe damage to the Trust and may cause damage to the Property Manager.

4. Either Party is entitled to terminate this Agreement in any of the following cases:

- (1) The Trust is terminated by the Trust as specified in the "Termination of the Trust" in the Trust Deed or by the order of the Securities and Exchange Commission.
- (2) The property invested by the Trust is entirely damaged or substantially damaged and the Trust no longer wishes to make any benefit from such property which causes the Property Manager to no longer be able to perform any duties specified in this Agreement.
- (3) Upon the amendment of related laws which deterring any of the Parties from materially performing its duties specified in this Agreement.
- (4) In the case where any Party breaches or fails to performance its duties as specified herein or does not complete such obligations or breaches of any warranties hereof by which creates significant negative impact to the Trust or the property invested by the Trust or to the other Party and such Party does not rectify such breaches within 90 (ninety) days from the date of being notified in writing by the non-breaching Party.

Upon the termination of the Trust's Investment Agreement in its entirety by the fault of any Party, the breaching Party agrees to indemnify the Property Manager from such termination.

For the avoidance of doubt, in the event that the REIT Manager is no longer a REIT Manager by whatever case, such case shall not be deemed as an Event of Default to termination this Agreement, and the Property Manager shall be entitled to the rights and duties hereunder and the Trustee is entitled to appoint other person to act as a REIT Manager in lieu of the former REIT Manager. During the time that the new REIT Manager is not yet appointed, the rights and duties of the REIT Manager shall be those of the Trustee until the new REIT Manager has been appointed.

Attachment 6: Summary of Valuation by Independent Appraisers

Owing to the asset appraisal, IFA has considered the appraisal report of two independent appraisers who had license from the SEC, comprising of Siam City Appraisal Co., Ltd. (inspection and appraisal date on 26 March 2020) and Grand Asset Advisory Co.,Ltd. (inspection date on 25 March 2020 and appraisal date on 1 April 2020) which the asset appraisal is for the expected investment date on 1 January 2021.

The appraisal report by the independent appraisers has the objective to find the market value for public purpose by 2 approaches 1) Cost Approach 2) Income Approach

Their appraisal uses the income approach by discounted cash flow to evaluate the assets. Such approach is appropriate for the assets that generate cashflow from itself. The main assumptions such as current occupancy rate, rental rate and property management fee are appropriate as the independent appraisers refer to the related agreements, for instance, the current rental agreement, the undertaking agreement of the Asset's Owner Company, including the property management agreement.

Determining the fair value of the Additional Investment Assets No. 3 by the independent appraisers using the income approach, the fair value is in a range of THB 1,292.00 – 1,348.91 M.

Unit: THB M

Location	Siam City Appraisal Co., Ltd.	Grand Asset Advisory Co., Ltd.
WHA CIE 1	198.60	192.00
WHA ESIE 1	677.01	655.00
WHA LP2	130.54	125.00
WHA LP4	95.28	84.00
WHA SIL	247.48	236.00
Total	1,348.91	1,292.00

Determining the fair value of the Additional Investment Assets No. 3 using the income approach will consider the structure of cash flows generated by such assets in the future. The assumptions used by the appraisers to evaluate the fair value are as follows:

Assumption	Siam City Appraisal Co., Ltd.	Grand Asset Advisory Co., Ltd.
Appraisal Method	Income Approach for 30 years and renewal of lease agreement for another 30 years (value as of 1 January 2021)	
Asset Type	7 units of single-storey of detached factory building and two- storey of office building 7 units of single-storey of attached factory building and two- storey of office building and 2 units of single-storey of warehouse and two-storey of office building	
Appraisal Date	Inspection and appraisal date on 26 March 2020	Inspection date on 25 March 2020 and appraisal date on 1 April 2020
Rental and Service Fee	Calculating rental fee based on the existing lease agreement after the lease expired date will adjust rental fee as follows: - Attached building: apply THB 195/s.q.m./month to the rental fee - Dttached building: apply THB 200/s.q.m./month to the rental fee - Warehouse: apply THB 175/s.q.m./month to the rental fee and increasing by 8.00% every 3 years	Calculating rental fee based on the existing lease agreement after the lease expired date will adjust rental fee as follows: - Attached building: apply THB 195/s.q.m./month to the rental fee (except unit 142/2 and 142/4 apply THB 174/sq.m./month) - Dttached building: apply THB 200/s.q.m./month to the rental fee - Warehouse: apply THB 174/s.q.m./month to the rental fee (except unit D.3 apply THB 159/sq.m./month) and increasing by 2.50% every year
Occupancy rate	Based on the existing lease agreement after expired lease the occupancy rate will be adjusted as follows: Year 1 - 2 (2021 - 2022) apply 90.00% to the occupancy rate Year 3 - 4 (2023 - 2024) apply 92.00% to the occupancy rate Year 5 (2025) apply 93.00% to the occupancy rate for year 6 throughout the projection period (2026 onwards) apply 95.00% to the occupancy rate	Based on the existing lease agreement after expired lease the occupancy rate will be adjusted as follows: Year 1 - 5 (2021 - 2025) apply 90.00% to the occupancy rate For year 6 throughout the projection period (2025 onwards) apply 94.00% to the occupancy rate
Income from guarantee for the first 3 years of rental income	<ul style="list-style-type: none"> • Attached factory: apply THB 164/s.q.m./month • Detached factory: apply THB 189/ s.q.m./month • Warehouse: apply THB 150/s.q.m./month 	<ul style="list-style-type: none"> • Attached factory: apply THB 164/s.q.m./month • Detached factory: apply THB 189/ s.q.m./month • Warehouse: apply THB 150/s.q.m./month

Assumption	Siam City Appraisal Co., Ltd.	Grand Asset Advisory Co., Ltd.
Property Management Fee	<ul style="list-style-type: none"> • Year 1-5:(2021 - 2025): 1.75% of rental income • Year 6 onwards (2026 onwards): 5.00% of rental income 	<ul style="list-style-type: none"> • Year 1-5:(2021 - 2025): 1.75% of rental income • Year 6 onwards (2026 onwards): 5.00% of rental income
Marketing Expense	0.70% of rental and service income	Commission fee <ul style="list-style-type: none"> • Agreement for the existing tenants (renewal rate) at 65.00% : 0.5 month of rental fee • Agreement for new tenants rate at 35.00% : 1 month of rental fee
Security Expense, Insurance Premium, and Repair and Maintenance	1.70% of rental income and increase by 2% every year	<ul style="list-style-type: none"> • Security Expense: 0.50% of first year rental income and increasing by 2.50% every year • Insurance: THB 9.90/s.q.m./year and increasing by 2.50% every year • Building maintenance expenses: 0.50% of rental income
Common area fee	<ul style="list-style-type: none"> • WHA CIE1: (for the attached factory 5 units): THB 1,150/rai/month • WHA ESIE: (paid by tenants) • WHA LP2: THB 1,250/rai/month • WHA LP4: THB 1,200/rai/month • WHA SIL: THB 1,400/rai/month and increase by 5% every 3 years 	<ul style="list-style-type: none"> • WHA CIE1: THB 1,150/rai/month • WHA ESIE: (paid by tenants) • WHA LP2: THB 1,250/rai/month • WHA LP4: THB 1,200/rai/month • WHA SIL: THB 1,400/rai/month and increase by 2% every year
Reserve for Replacement (CAPEX)	Year 1 - 5 (2021 - 2025): borne by the Asset Owners' Company Year 6 onwards: 1.50% of rental income	Year 1 - 5 (2021 - 2025): borne by the Asset Owners' Company Year 6 - 15 (2026 - 2035): 1.50% of rental income Year 16 - 30 (2036 - 2050): 2.00% of rental income Year 31 onwards: 3.00% of rental income
Rental for 30 years Renewal	THB 80.88 (including stamp duty of 1.10%)	THB 80.88 (including stamp duty of 1.10%)
Discount Rate	9.50%	9.50%

IFA opines that both appraisers use the Income Approach which is an appropriate method based on the income assumptions from the current lease agreements.