

Summary table of the amendments to the Fund Scheme of Digital Telecommunications Infrastructure Fund¹

Fund Scheme Before Amendment		Fund Scheme After Amendment
1.	The following definitions shall be amended in “Definition” of the Fund Scheme	
1.1.	AWC..... Wireless Communication Co., Ltd.	AWC..... Asia Wireless Communication Company Limited (ceases to exist as juristic persons after completion of TUC Restructuring Transaction).
1.2.	BFKT..... BFKT (Thailand) Limited	BFKT..... BFKT (Thailand) Limited (ceases to exist as juristic persons after completion of TUC Restructuring Transaction).
1.3.	None	Amalgamation..... The amalgamation of TUC, AWC and BFKT to be made pursuant to section 1238(2) of the Civil and Commercial Code, whereas upon completion of the amalgamation, AWC and BFKT will cease to exist as juristic persons and TUC will be the surviving entity, and by operation of law, TUC will assume all assets, liabilities, rights, duties and responsibilities of AWC and BFKT.
1.4.	None	TUC Restructuring Transaction..... Internal restructuring within True Group comprising relevant transactions including the Amalgamation.
1.5.	None	Confirmation and Undertaking Agreement.... The Confirmation and Undertaking Agreement to be entered into between TUC and the Fund on or around the completion date of the Amalgamation.
1.6.	None	Confirmation Letter..... The confirmation letter issued by TUC dated on or around the completion date of the Amalgamation under which TUC will

¹ The amendment to the Fund Scheme is conditional upon the successful amalgamation of Asia Wireless Communication Co., Ltd. (AWC) and BFKT (Thailand) Limited (BFKT), by way of amalgamation into True Move H Universal Communication Co., Ltd. (TUC) pursuant to section 1238(2) of the Civil and Commercial Code. If such amalgamation is not completed, the proposed amendments set out herein shall not form part of the Fund Scheme.

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		confirm and agree to assume all rights and obligations of AWC under the lease of AWC FOC for Additional Investment No. 1 to the extent that such rights and obligations remain in force and effect as against AWC as at the date of the Amalgamation.
2.	Addition of Clause 2.1.1(b) (2) (2.1) “Long-term leasehold right” in Clause 2.1 “Overview of the Fund” of the Fund Scheme as follows:	
	<p>Long-term leasehold right with a term of 20 years of the AWC FOC for Additional Investment No. 1 consists of FOC of 7,981 kilometers (or 303,453 core kilometers), including the call option exercisable upon the expiration of the term of the long-term leasehold provided that the Fund expresses its intention to exercise the option to AWC no less than 2 years prior to the expiration of the term set out in the Long-Term Lease Agreement in Relation to FOC for Additional Investment No. 1 with an exercise price of THB500 million.</p>	<p>Long-term leasehold right with a term of 20 years of the AWC FOC for Additional Investment No. 1 consists of FOC of 7,981 kilometers (or 303,453 core kilometers), including the call option exercisable upon the expiration of the term of the long-term leasehold provided that the Fund expresses its intention to exercise the option to AWC no less than 2 years prior to the expiration of the term set out in the Long-Term Lease Agreement in Relation to FOC for Additional Investment No. 1 with an exercise price of THB500 million.</p> <p>The AWC FOC Additional Investment No. 1 as mentioned above shall, by operation of law, be transferred to TUC upon completion of the Amalgamation under TUC Restructuring Transaction. TUC shall assume all rights and obligations of AWC in relation to the lease of such assets to the Fund to the extent that such rights and obligations remain in full force and effect against AWC as at the completion date of the Amalgamation. TUC shall deliver a confirmation letter to the Fund under which TUC will confirm and agree to assume all rights and obligations of AWC in relation to the lease of the AWC FOC Additional Investment No. 1, to the extent that such rights and obligations remain in force and effect as against AWC as at the completion date of the Amalgamation.</p>

Fund Scheme Before Amendment		Fund Scheme After Amendment	
3.	Addition of Clause 2.2.1(a) (2) (2.1) “Right to receive the net revenues to be generated from the rental of the BFKT Telecom Assets including the ownership of certain BFKT Telecom Assets after the expiry of the HSPA Agreements” in Clause 2.2 “Investment Policy” of the Fund Scheme as follows:		
	therefore the Fund’s exercise of call option or transfer of ownership of the 50 AWC Towers or receipt by the Fund of net revenues generated from the rental of such telecom assets will not constitute the acquisition or disposition of infrastructure assets by the Fund and thus will not be subject to the requirements and proceedings regarding the acquisition or disposition of infrastructure assets, including, but not limited to, requirements and procedures in relation to seeking approval from Unitholders or the Fund Supervisor, related party transactions and the valuation of infrastructure assets		therefore the Fund’s exercise of call option or transfer of ownership of the 50 AWC Towers or receipt by the Fund of net revenues generated from the rental of such telecom assets will not constitute the acquisition or disposition of infrastructure assets by the Fund and thus will not be subject to the requirements and proceedings regarding the acquisition or disposition of infrastructure assets, including, but not limited to, requirements and procedures in relation to seeking approval from Unitholders or the Fund Supervisor, related party transactions and the valuation of infrastructure assets. The remaining 50 telecommunication towers owned by BFKT will be transferred to TUC by operation of law after completion of the Amalgamation under the TUC Restructuring Transaction. The remaining telecommunication towers are currently leased by TUC from AWC and BFKT for a term of 10 years expiring on August 3, 2035, pursuant to the tower slot lease agreements between BFKT, as lessor, and TUC, as lessee, dated August 4, 2025. The tower slots lease agreements will cease to have effect by operation of law as the lessor and lessee merging into a single entity (i.e. TUC).
4.	Addition of Clause 2.2.1(a) (2) (2.2) “Right to receive the net revenues to be generated from the rental of the AWC Towers, including the rights to ownership of certain AWC Towers after the expiration of the AWC Leasing Agreement” in Clause 2.2 “Investment Policy” of the Fund Scheme as follows:		
	Therefore, the transfer of the said telecom towers or the Fund’s receipt of net revenues generated from the rental of such assets will not constitute the acquisition or disposition of infrastructure assets by the		Therefore, the transfer of the said telecom towers or the Fund’s receipt of net revenues generated from the rental of such assets will not constitute the acquisition or disposition of infrastructure assets by the Fund and thus will

Fund Scheme Before Amendment		Fund Scheme After Amendment	
	Fund and thus will not be subject to the requirements and proceedings regarding the acquisition or disposition of infrastructure assets, including, but not limited to, requirements and procedures in relation to seeking approval from Unitholders or the Fund Supervisor, related party transactions and the valuation of infrastructure assets.		not be subject to the requirements and proceedings regarding the acquisition or disposition of infrastructure assets, including, but not limited to, requirements and procedures in relation to seeking approval from Unitholders or the Fund Supervisor, related party transactions and the valuation of infrastructure assets. The remaining 392 towers owned by AWC will be transferred to TUC by operation of law after completion of the Amalgamation under the TUC Restructuring Transaction. The remaining telecommunication towers are currently leased by TUC from AWC for a term of 10 years expiring on August 3, 2035, pursuant to the tower slot lease agreements between AWC, as lessor, and TUC, as lessee, dated August 4, 2025. The tower slots lease agreements will cease to have effect by operation of law as the lessor and lessee merging into a single entity (i.e. TUC).
5.	Addition of Clause 2.2.1(b) (1) (1.2) “AWC FOC for Additional Investment No. 1” in Clause 2.2 “Investment Policy” of the Fund Scheme as follows:		
	The Fund acquired the long-term leasehold right with a term of 20 years of the AWC FOC for Additional Investment No. 1, including the call option thereof after the expiry date of the long-term lease, provided that the Fund expresses its intention to exercise the option to AWC no less than 2 years prior to the expiration of the term set out in the Long-Term Lease Agreement with AWC in Relation to FOC for Additional Investment No. 1. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No. 1 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No. 1 – Long-Term		The Fund acquired the long-term leasehold right with a term of 20 years of the AWC FOC for Additional Investment No. 1, including the call option thereof after the expiry date of the long-term lease, provided that the Fund expresses its intention to exercise the option to AWC no less than 2 years prior to the expiration of the term set out in the Long-Term Lease Agreement with AWC in Relation to FOC for Additional Investment No. 1. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No. 1 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No. 1 – Long-Term Lease Agreement with AWC in Relation to FOC for Additional Investment No. 1.”

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<p>Lease Agreement with AWC in Relation to FOC for Additional Investment No. 1.” for further details of the investment in the Telecom Infrastructure Assets for Additional Investment No. 1.</p> <p>The Fund has leased a portion of the AWC FOC for Additional Investment No. 1 to TICC. Under the FOC Sub-Lease, Operation and Management Agreement for Additional Investment No. 1 (as amended and restated), TICC, as anchor tenant and manager, is responsible for operating and maintaining the AWC FOC for Additional Investment No. 1. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No. 1 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No. 1 – FOC Sub-Lease, Operation and Management Agreement for Additional Investment No. 1.” and “See “Summary related to the business operation of the Telecom Infrastructure Assets – Fiber Optic Cable and Upcountry Broadband System Business – Operation and Maintenance”.</p>	<p>for further details of the investment in the Telecom Infrastructure Assets for Additional Investment No. 1.</p> <p>The Fund has leased a portion of the AWC FOC for Additional Investment No. 1 to TICC. Under the FOC Sub-Lease, Operation and Management Agreement for Additional Investment No. 1 (as amended and restated), TICC, as anchor tenant and manager, is responsible for operating and maintaining the AWC FOC for Additional Investment No. 1. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No. 1 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No. 1 – FOC Sub-Lease, Operation and Management Agreement for Additional Investment No. 1.” and “See “Summary related to the business operation of the Telecom Infrastructure Assets – Fiber Optic Cable and Upcountry Broadband System Business – Operation and Maintenance”.</p> <p>The AWC FOC Additional Investment No. 1 as mentioned above shall, by operation of law, be transferred to TUC upon completion of the Amalgamation under TUC Restructuring Transaction. TUC shall assume all rights and obligations of AWC in relation to the lease of such assets to the Fund to the extent that such rights and obligations remain in full force and effect against AWC as at the completion date of the Amalgamation. TUC shall deliver a confirmation letter to the Fund under which TUC will confirm and agree to assume all rights and obligations of AWC in relation to the lease of the AWC FOC Additional Investment No. 1, to the extent that such rights and obligations remain in force and effect as against AWC as at the completion date of the Amalgamation.</p>

Fund Scheme Before Amendment	Fund Scheme After Amendment
6.	Addition of the provision at the end of Clause 2.2.1 of the Fund Scheme as follows:
<p>In addition to leasing of the assets and receiving of the net revenues generated from the lease, the Fund has entered into a Master Services Agreement with Telecom Asset Management Company Limited, as the Telecom Asset Manager, whereby the Telecom Asset Manager has provided us with certain administrative and marketing services. The Telecom Asset Manager is also responsible for seeking third-party co-location tenants to lease additional capacity on the Telecom Infrastructure Assets, and we benefit from such additional lease revenue, less additional compensation payable to the Telecom Asset Manager. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Master Services Agreement” for further details.</p>	<p>In addition to leasing of the assets and receiving of the net revenues generated from the lease, the Fund has entered into a Master Services Agreement with Telecom Asset Management Company Limited, as the Telecom Asset Manager, whereby the Telecom Asset Manager has provided us with certain administrative and marketing services. The Telecom Asset Manager is also responsible for seeking third-party co-location tenants to lease additional capacity on the Telecom Infrastructure Assets, and we benefit from such additional lease revenue, less additional compensation payable to the Telecom Asset Manager. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Master Services Agreement” for further details.</p> <p>In order for the Fund’s income-generating arrangements to align with and reflect the Amalgamation as part of the TUC restructuring transaction, and for the Fund to maintain its rights under the Asset and Revenue Sale and Transfer Agreements, the Fund will take the following actions in respect of TUC:</p> <ol style="list-style-type: none"> a. enter into a confirmation and undertaking agreement with TUC to replace the Asset and Revenue Sale and Transfer Agreements (i.e, the confirmation and undertaking agreement will terminate and replace the Asset and Revenue Sale and Transfer Agreements, given that the Fund’s right to receive benefits from revenue will derive from the tower slot lease agreements, which will automatically terminate by operation of law upon completion of the Amalgamation). Please see further details in Clause 2.6.5 “Confirmation and Undertaking Agreement between TUC and the Fund”;

Fund Scheme Before Amendment		Fund Scheme After Amendment
		b. acknowledge the confirmation letter issued by TUC, under which TUC will confirm and agree to assume all rights and obligations of AWC under the long-term lease agreement, to the extent that such rights and obligations remain in force and effect as against AWC as at the date of completion of the Amalgamation.
7.	Addition of the provisions of Clause 2.3.2 (b) “Tower Business” under Clause 2.3 “Name, location, characteristics, summary related to the business operation of the Telecom Infrastructure Business, categories and details regarding the Telecom Infrastructure Assets and Telecom Infrastructure Assets for Additional Investment No. 4” of the Fund Scheme as follows:	
7.1	(11) Under the relevant Asset and Revenue Sale and Transfer Agreement, BFKT granted us a call option to purchase 1,435 of the BFKT Towers and the BFKT FOC Transmission Grid for THB10 million, exercisable upon the expiry of the HSPA Leasing Agreement. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Initial Telecom Infrastructure Assets and the agreements related to the seeking of benefits from the Initial Telecom Infrastructure Assets – Asset and Revenue Sale and Transfer Agreement dated December 24, 2013 between BFKT and the Fund” and “Investment Policy for Telecom Infrastructure Assets Currently Invested by the Fund” for further details on the call option. The remaining BFKT Towers, whose legal title may be difficult to ascertain or may be subject to certain restrictions, will not be transferred to us following our exercise of the call option and will continue to be subject to revenue transfer between us and BFKT for 10 years.	(11) Under the relevant Asset and Revenue Sale and Transfer Agreement, BFKT granted us a call option to purchase 1,435 of the BFKT Towers and the BFKT FOC Transmission Grid for THB10 million, exercisable upon the expiry of the HSPA Leasing Agreement. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Initial Telecom Infrastructure Assets and the agreements related to the seeking of benefits from the Initial Telecom Infrastructure Assets – Asset and Revenue Sale and Transfer Agreement dated December 24, 2013 between BFKT and the Fund” and “Investment Policy for Telecom Infrastructure Assets Currently Invested by the Fund” for further details on the call option. The remaining BFKT Towers, whose legal title may be difficult to ascertain or may be subject to certain restrictions, will not be transferred to us following our exercise of the call option and will continue to be subject to revenue transfer between us and BFKT for 10 years. The Fund exercised its call option to purchase the BFKT Towers and BFKT FOC on August 4, 2025. BFKT transferred 1,435 of telecommunications towers to the Fund. The remaining 50 telecommunications towers,

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<p>Under the Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets, TUC and TICC undertake to lease certain parts of the HSPA Telecom Infrastructure Assets, consisting of the BFKT Towers, the BFKT FOC Transmission Grid, the AWC Towers, the AWC Towers for Additional Investment No. 1 and the AWC Towers for Additional Investment No. 2, which the Fund will acquire from BFKT and AWC upon the expiry of the sale of relevant revenues relating to such assets under the relevant Asset and Revenue Sale and Transfer Agreements. The lease term for the relevant BFKT and AWC Telecom Infrastructure Assets will be until September 15, 2033, subject to the lease volume and terms and conditions of the leases to be agreed, provided that the net cash to be generated from such assets will not be less than the amount the Fund is receiving from BFKT and AWC under the relevant Asset and Revenue Sale and Transfer Agreements in respect of such assets. See “Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets.”</p>	<p>owned by BFKT, will be transferred by operation of law to TUC following completion of the Amalgamation under the TUC Restructuring Transaction. The remaining telecommunication towers are currently leased by TUC from BKFT for a term of 10 years expiring on August 3, 2035 pursuant to the Tower Slot Lease Agreements between BKFT, as lessor, and TUC, as lessee, dated August 4, 2025. The Tower Slot Lease Agreements will cease to have effect by operation of law as the lessor and lessee merging into a single entity (i.e. TUC). The obligation to remit the revenues of BKFT as mentioned above will be transferred to be TUC’s obligation by operation of law following the Amalgamation in which the Fund will enter into the Confirmation and Undertaking Agreement with TUC to replace the Asset and Revenue Sale and Transfer Agreements (i.e, the Confirmation and Undertaking Agreement will terminate and replace the Asset and Revenue Sale and Transfer Agreements, given that the Fund’s right to receive benefit from revenue will derive from the Tower Slots Lease Agreements, which will automatically terminate by operation of law upon completion of the Amalgamation).</p> <p>Under the Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets, TUC and TICC undertake to lease certain parts of the HSPA Telecom Infrastructure Assets, consisting of the BFKT Towers, the BFKT FOC Transmission Grid, the AWC Towers, the AWC Towers for Additional Investment No. 1 and the AWC Towers for Additional Investment No. 2, which the Fund will acquire from BFKT and AWC upon the expiry of the sale of relevant revenues relating to such assets under the relevant Asset and Revenue Sale and Transfer Agreements. The lease term for the relevant BFKT and AWC Telecom Infrastructure Assets will be until September 15, 2033, subject to the lease volume and terms and conditions of the leases to be agreed,</p>

Fund Scheme Before Amendment		Fund Scheme After Amendment
		<p>provided that the net cash to be generated from such assets will not be less than the amount the Fund is receiving from BFKT and AWC under the relevant Asset and Revenue Sale and Transfer Agreements in respect of such assets. See “Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets.” At present, the Fund arranges to generate benefits from 1,435 of telecommunications towers which have been transferred by BFKT to the Fund by leasing to TUC for a lease term expiring on 15 September 2033.</p>
<p>7.2</p>	<p>(12) AWC transfers to us the revenues generated from TUC’s rental of the AWC Towers, AWC Towers for Additional Investment No. 1 and AWC Towers for Additional Investment No. 2 from AWC, net of operation and maintenance expenses, lease costs, insurance expenses and other expenses incurred from operation activities in relation to the AWC Towers, AWC Towers for Additional Investment No. 1 and AWC Towers for Additional Investment No. 2, in accordance with the terms and procedures provided in the Asset and Revenue Sale and Transfer Agreement with AWC. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No.1 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No.1 – Agreements for Acquisition of the Telecom Infrastructure Assets for Additional Investment No. 1 – AWC Asset and Revenue Sale and Transfer Agreement for Additional Investment No. 1,” and “Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No. 2 and the</p>	<p>(12) ... AWC transfers to us the revenues generated from TUC’s rental of the AWC Towers, AWC Towers for Additional Investment No. 1 and AWC Towers for Additional Investment No. 2 from AWC, net of operation and maintenance expenses, lease costs, insurance expenses and other expenses incurred from operation activities in relation to the AWC Towers, AWC Towers for Additional Investment No. 1 and AWC Towers for Additional Investment No. 2, in accordance with the terms and procedures provided in the Asset and Revenue Sale and Transfer Agreement with AWC. See “Summary of Key terms of Agreements Relating to the Management or Utilization of the Infrastructure Business – Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No.1 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No.1 – Agreements for Acquisition of the Telecom Infrastructure Assets for Additional Investment No. 1 – AWC Asset and Revenue Sale and Transfer Agreement for Additional Investment No. 1,” and “Summary of key terms of the agreements for acquisition of the Telecom Infrastructure Assets for Additional Investment No. 2 and the agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No. 2 –</p>

Fund Scheme Before Amendment	Fund Scheme After Amendment
<p>agreements related to the seeking of benefits from the Telecom Infrastructure Assets for Additional Investment No. 2 – Agreements for Acquisition of the Telecom Infrastructure Assets for Additional Investment No. 2 - AWC Asset and Revenue Sale and Transfer Agreement for Additional Investment No. 2”.</p> <p>Under the Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets, TUC and TICC undertake to lease certain parts of the HSPA Telecom Infrastructure Assets, consisting of the BFKT Towers, the BFKT FOC Transmission Grid, the AWC Towers, the AWC Towers for Additional Investment No. 1 and the AWC Towers for Additional Investment No. 2, which the Fund will acquire from BFKT and AWC upon the expiry of the sale of relevant revenues relating to such assets under the relevant Asset and Revenue Sale and Transfer Agreements. The lease term for the relevant BFKT and AWC Telecom Infrastructure Assets will be until September 15, 2033, subject to the lease volume and terms and conditions of the leases to be agreed, provided that the net cash to be generated from such assets will not be less than the amount the Fund is receiving from BFKT and AWC under the relevant Asset and Revenue Sale and Transfer Agreements in respect of such assets. See “Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets.”</p>	<p>Agreements for Acquisition of the Telecom Infrastructure Assets for Additional Investment No. 2 - AWC Asset and Revenue Sale and Transfer Agreement for Additional Investment No. 2”. AWC had transferred AWC telecommunications towers (excluding 392 remaining telecommunications towers), AWC Towers for Additional Investment No. 1 and AWC Towers for Additional Investment No. 2 to the Fund on August 4, 2025.</p> <p>The 392 remaining telecommunications towers owned by AWC will be transferred by operation of law to TUC following completion of the Amalgamation under the TUC Restructuring Transaction. The remaining towers are currently leased by TUC from AWC for a term of 10 years expiring on August 3, 2035 pursuant to the Tower Slot Lease Agreements between AWC, as lessor, and TUC, as lessee, dated August 4, 2025, The Tower Slot Lease Agreements will cease to have effect by operation of law as the lessor and lessee merging into a single entity (i.e. TUC). The obligation to remit the revenues of AWC as mentioned above will be transferred to be TUC’s obligation by operation of law following the Amalgamation in which the Fund will enter into the Confirmation and Undertaking Agreement with TUC to replace the Asset and Revenue Sale and Transfer Agreement (i.e., the Confirmation and Undertaking Agreement will terminate and replace the Asset and Revenue Sale and Transfer Agreements, given that the Fund’s right to receive benefit from revenue will derive from the Tower Slots Lease Agreements, which will automatically terminate by operation of law upon completion of the Amalgamation).</p> <p>Under the Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets, TUC and TICC undertake to lease certain parts of the HSPA Telecom Infrastructure Assets, consisting of the BFKT Towers,</p>

Fund Scheme Before Amendment		Fund Scheme After Amendment
		<p>the BFKT FOC Transmission Grid, the AWC Towers, the AWC Towers for Additional Investment No. 1 and the AWC Towers for Additional Investment No. 2, which the Fund will acquire from BFKT and AWC upon the expiry of the sale of relevant revenues relating to such assets under the relevant Asset and Revenue Sale and Transfer Agreements. The lease term for the relevant BFKT and AWC Telecom Infrastructure Assets will be until September 15, 2033, subject to the lease volume and terms and conditions of the leases to be agreed, provided that the net cash to be generated from such assets will not be less than the amount the Fund is receiving from BFKT and AWC under the relevant Asset and Revenue Sale and Transfer Agreements in respect of such assets. See “Letter of Agreement relating to the BFKT and AWC Telecom Infrastructure Assets.” At present the Fund arranges to generate benefits from AWC telecommunications towers (excluding 392 remaining telecommunications towers), AWC Towers for Additional Investment No. 1 and AWC Towers for Additional Investment No. 2, which have been transferred by AWC to the Fund, by leasing to TUC for a lease term expiring on September 15, 2033.</p>
<p>8.</p>	<p>Addition of the provisions of Clause 2.3.2 (c) “Fiber Optic Cable and Upcountry Broadband System Businesses” under Clause 2.3 “Name, location, characteristics, summary related to the business operation of the Telecom Infrastructure Business, categories and details regarding the Telecom Infrastructure Assets and Telecom Infrastructure Assets for Additional Investment No. 4” of the Fund Scheme as follows:</p>	
	<p>Our FOC and upcountry broadband system businesses consists primarily of (i) the ownership of a FOC grid and related transmission equipment and an upcountry broadband system, both acquired from TICC, (ii) the right to receive the net revenues to be generated from the rental of an FOC transmission grid, including FOC and related</p>	<p>Our FOC and upcountry broadband system businesses consists primarily of (i) the ownership of a FOC grid and related transmission equipment and an upcountry broadband system, both acquired from TICC, (ii) the right to receive the net revenues to be generated from the rental of an FOC transmission grid, including FOC and related transmission equipment,</p>

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<p>transmission equipment, owned by BFKT and comprising the BFKT FOC Transmission Grid, as well as ownership in such assets if we exercise the call option granted by BFKT upon the expiry of the HSPA Leasing Agreement and (iii) the long-term leasehold with a term of 20 years of the AWC FOC for Additional Investment No. 1, including the call option thereof after the expiry date of the long-term lease. The FOC and upcountry broadband system and the sub-leased portion of the AWC FOC for Additional Investment No. 1 are used by TICC, as our anchor tenant, to provide voice, data, image and video transmission services to its customers. BFKT rents to and operates for CAT Telecom the BFKT FOC Transmission Grid for the provision of backhaul from telecommunications towers to support CAT Telecom's 3G HSPA 850 MHz network. TICC and BFKT continue to monitor these grids and systems through their databases and support systems that facilitate the maintenance of the FOC and upcountry broadband system. The BFKT FOC Transmission Grid encompassed approximately 47,250 kilometers of fiber. Our FOC acquired from TICC consists of 5,112 kilometers of FOC and dense wave digital multiplexing ("DWDM") transmission equipment placed in 69 provinces of Thailand. The upcountry broadband system consists of various active and passive infrastructure, including transmission equipment, core IP equipment and last mile and access cables, including FOC, copper cable and coaxial cable with a capacity of approximately 1.2 million ports for consumer broadband. The long-term leasehold with a term of 20 years of the AWC FOC for Additional Investment No. 1 consists of FOC of 7,981 kilometers (or 303,453 core kilometers), including the option exercisable upon the expiry date of the long-term lease, provided that the Fund expresses its intention to exercise the option to AWC no less than 2 years prior to the expiration of the term set out in the Long-Term</p>	<p>owned by BFKT and comprising the BFKT FOC Transmission Grid, as well as ownership in such assets if we exercise the call option granted by BFKT upon the expiry of the HSPA Leasing Agreement. The Fund exercised its call option over BFKT's telecommunications towers and the BFKT FOC system on August 4, 2025, and BFKT transferred the FOC and the related transmission system equipment to the Fund on that date. and (iii) the long-term leasehold with a term of 20 years of the AWC FOC for Additional Investment No. 1, (after completion of the Amalgamation under the TUC Restructuring Transaction, TUC will assume all the rights and obligations of AWC from the rental of AWC FOC Additional Investment No. 1 to the extent that such rights and obligations remain in force and effect as against AWC as at the completion date of the Amalgamation.) including the call option thereof after the expiry date of the long-term lease. The FOC and upcountry broadband system and the sub-leased portion of the AWC FOC for Additional Investment No. 1 are used by TICC, as our anchor tenant, to provide voice, data, image and video transmission services to its customers. BFKT rents to and operates for CAT Telecom the BFKT FOC Transmission Grid for the provision of backhaul from telecommunications towers to support CAT Telecom's 3G HSPA 850 MHz network. TICC and BFKT continue to monitor these grids and systems through their databases and support systems that facilitate the maintenance of the FOC and upcountry broadband system. The BFKT FOC Transmission Grid encompassed approximately 47,250 kilometers of fiber. Our FOC acquired from TICC consists of 5,112 kilometers of FOC and dense wave digital multiplexing ("DWDM") transmission equipment placed in 69 provinces of Thailand. The upcountry broadband system consists of various active and passive infrastructure, including transmission equipment, core IP equipment and last mile and access cables, including FOC, copper cable and coaxial cable with a capacity of approximately 1.2 million ports for consumer broadband. The long-term</p>

Fund Scheme Before Amendment		Fund Scheme After Amendment	
	Lease Agreement in Relation to FOC for Additional Investment No. 1 with the exercise price of THB500 million.		leasehold with a term of 20 years of the AWC FOC for Additional Investment No. 1 consists of FOC of 7,981 kilometers (or 303,453 core kilometers), including the option exercisable upon the expiry date of the long-term lease, provided that the Fund expresses its intention to exercise the option to AWC no less than 2 years prior to the expiration of the term set out in the Long-Term Lease Agreement in Relation to FOC for Additional Investment No. 1 with the exercise price of THB500 million.
9.	Addition of the provisions of Clause 2.6.5 “Summary of key terms of the draft agreements to be entered by the Fund to reflect the Amalgamation as part of the TUC Restructuring Transaction as well as to maintain the Fund’s rights under the Asset and Revenue Sale and Transfer Agreements” in place of the original Clause 2.6.5 which will become Clause 2.6.6 of the Fund Scheme as follows:		
	None		<p>The Fund will enter into the Confirmation and Undertaking Agreement with TUC to replace the Asset and Revenue Sale and Transfer Agreements (i.e., the Confirmation and Undertaking Agreement will terminate and replace the Asset and Revenue Sale and Transfer Agreements, given that the Fund's right to receive benefit from revenue will derive from the tower slot lease agreements, which will automatically terminate by operation of law upon completion of the Amalgamation) as set out in this Clause 2.6.5 as well as any other documents required to reflect the Amalgamation as part of the TUC Restructuring Transaction. It is noted that the execution version of the Confirmation and Undertaking Agreement may differ from this summary of key terms but will not be materially different.</p> <p>Parties</p> <ul style="list-style-type: none"> • TUC as the company; and • The Fund. <p>Recitals</p> <ul style="list-style-type: none"> • AWC, as seller, entered into the Asset and Revenue Sale and Transfer Agreement dated 24 December 2013 (the "AWC Asset and

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>Revenue Sale and Transfer Agreement”) with the Fund, as purchaser, pursuant to which AWC sold and assigned, and the Fund agreed to purchase and accept the assignment of, certain revenue. As at the date of this Confirmation and Undertaking Agreement, the remaining revenue to be delivered to the Fund under the AWC Asset and Revenue Sale and Transfer Agreement consists of the rental revenue to be received by AWC from TUC in respect of 392 telecommunications towers of AWC (the “AWC Remaining Specified Assets”) pursuant to the AWC Remaining Specified Asset Leasing Agreement between AWC and TUC dated 4 August 2025 (the “AWC Remaining Specified Asset Rental Revenue”) for the period from 4 August 2025 to 3 August 2035.</p> <ul style="list-style-type: none"> • BFKT, as seller, entered into the Asset and Revenue Sale and Transfer Agreement dated 24 December 2013 (the “BFKT Asset and Revenue Sale and Transfer Agreement”) with the Fund, as purchaser, pursuant to which BFKT sold and assigned, and the Fund agreed to purchase and accept the assignment of, certain revenue. As at the date of this Confirmation and Undertaking Agreement, the remaining revenue to be delivered to the Fund

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>under the BFKT Asset and Revenue Sale and Transfer Agreement consists of the rental revenue to be received by BFKT from TUC in respect of 50 telecommunications towers of BFKT (the “BFKT Remaining Specified Assets” and, collectively with the AWC Remaining Specified Assets, the “Remaining Specified Assets”) pursuant to the BFKT Remaining Specified Asset Leasing Agreement between BFKT and TUC dated 4 August 2025 (the “BFKT Remaining Specified Asset Rental Revenue”) for the period from 4 August 2025 to 3 August 2035.</p> <ul style="list-style-type: none"> As a result of the proposed amalgamation (which shall be in accordance with section 1238(2) of the Civil and Commercial Code) of BFKT and AWC into TUC, BFKT and AWC will, at the time of execution of this Confirmation and Undertaking Agreement, cease to exist as juristic persons, while TUC will be the surviving entity and continue its business operations. TUC will receive all assets (including the Remaining Specified Assets), liabilities, rights and obligations of BFKT and AWC by operation of law. As a consequence, from the date of completion of the amalgamation, the AWC Remaining Specified Asset Leasing Agreement and the BFKT Remaining Specified Asset

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p data-bbox="1442 288 1995 501">Leasing Agreement will cease to exist by operation of law, and TUC will assume the rights and obligations of AWC and BFKT under the AWC Asset and Revenue Sale and Transfer Agreement and the BFKT Asset and Revenue Sale and Transfer Agreement.</p> <p data-bbox="1173 528 1339 667">Confirmation and Undertaking by TUC</p> <ul data-bbox="1391 528 1995 1356" style="list-style-type: none"> <li data-bbox="1391 528 1995 927">• TUC confirms that it assumes the rights and obligations of BFKT and AWC under the AWC Asset and Revenue Sale and Transfer Agreement and the BFKT Asset and Revenue Sale and Transfer Agreement, and all relevant documents and agreements entered into thereunder, to the extent that such rights and obligations are still applicable to BFKT and AWC as at the date of the amalgamation, details of which are set out in this Confirmation and Undertaking Agreement. <li data-bbox="1391 959 1995 1356">• TUC undertakes to make payment to the Fund in amounts equal to the Monthly Remaining Specified Asset Rental Revenue in respect of the AWC Remaining Specified Assets and the BFKT Remaining Specified Assets that BFKT and AWC were obliged to deliver to the Fund under the AWC Asset and Revenue Sale and Transfer Agreement and the BFKT Asset and Revenue Sale and Transfer Agreement, respectively, from the date of completion of the amalgamation until the earlier of: (i) the relevant

Fund Scheme Before Amendment		Fund Scheme After Amendment								
		<p>AWC Remaining Specified Asset Revenue and/or BFKT Remaining Specified Asset Revenue having been paid to the Fund in full; and (ii) the date on which the relevant AWC Remaining Specified Assets and/or BFKT Remaining Specified Assets have been sold and transferred to the Fund.</p> <p>Title and Risk</p> <ul style="list-style-type: none"> Title and risk of loss or damage to the AWC Remaining Specified Assets and the BFKT Remaining Specified Assets, as the case may be, shall pass to the Fund upon the respective Remaining Specified Asset Closing, except as otherwise provided in the Confirmation and Undertaking Agreement. <p>Payment of amounts equal to the Monthly Remaining Specified Asset Rental Revenue</p> <ul style="list-style-type: none"> From the date of completion of the amalgamation, TUC shall procure and deliver to the Fund, no later than the last Business Day of each calendar month, an amount equal to the Monthly Remaining Specified Asset Rental Revenue in respect of the AWC Remaining Specified Assets and the BFKT Remaining Specified Assets, as follows: <table border="1"> <thead> <tr> <th>Year</th> <th>Monthly Rental Revenue from BFKT Remaining</th> <th>Monthly Rental Revenue from AWC Remaining</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	Monthly Rental Revenue from BFKT Remaining	Monthly Rental Revenue from AWC Remaining					
Year	Monthly Rental Revenue from BFKT Remaining	Monthly Rental Revenue from AWC Remaining								

Fund Scheme Before Amendment		Fund Scheme After Amendment		
			Specified Assets per tower on a one slot per tower basis (Baht/month)	Specified Assets per tower on a one slot per tower basis (Baht/month)
		First	5,277	6,784
		Second	5,393	6,934
		Third	5,512	7,086
		Fourth	5,633	7,242
		Fifth	5,757	7,401
		Sixth	5,884	7,564
		Seventh	6,013	7,731
		Eighth	6,146	7,901
		Ninth	6,281	8,074
		Tenth	6,419	8,252
		Other Key Obligations of TUC	<ul style="list-style-type: none"> From the relevant closing of the transfer of the Main Specified Assets or Remaining Specified Assets under the AWC Asset and Revenue Sale and Transfer Agreement and the BFKT Asset and Revenue Sale and Transfer Agreement (the “Asset Closing Date”), TUC 	

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>shall at its own expense, as and from the date of completion of the amalgamation:</p> <ul style="list-style-type: none"> • in relation to any land and/or property leases for any sites which cannot be assigned or novated to the Fund, procure that each of the Fund, the lessees of the Main Specified Assets or the Remaining Specified Assets, the Telecom Asset Manager and their designated persons has the right to access and to use the relevant sites; • in relation to any contracts with respect to the Main Specified Assets or the Remaining Specified Assets entered into by or on behalf of AWC or BFKT prior to the relevant Main Specified Asset Closing or Remaining Specified Asset Closing, as the case may be, which cannot be assigned or novated to the Fund, procure that the Fund can enjoy the rights and benefits of TUC under such contracts; • for a period of nine months following each Remaining Specified Assets Closing Date: <ul style="list-style-type: none"> (i) give to the Fund such information and assistance as it may reasonably require relating to the relevant Remaining Specified Assets which have been

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>delivered and transferred to the Fund (the “Transferred Remaining Specified Assets”); and</p> <p>(ii) use reasonable endeavours to provide the Fund with such facilities and services as the Fund may reasonably require (at the cost of TUC) to enable the Transferred Remaining Specified Assets to be used in all material respects in the same manner in which they were used immediately prior to the relevant Remaining Specified Assets Closing Date; and</p> <p>(iii) retain the documents relating to the Transferred Remaining Specified Assets and shall allow the Fund reasonable access to such documents.</p> <ul style="list-style-type: none"> • From the relevant Asset Closing Date, if, as a result of (A) a site or part thereof which has been assigned or novated to the Fund, in relation to any of the relevant Main Specified Assets or the Remaining Specified Assets which have been delivered and transferred to the Fund (the “Transferred Specified Assets”) being seized, taken into custody or otherwise rendered unsuitable for use by any tenant due to any illegality to access or to use such site or any part thereof which is not attributable to the

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>Fund, (B) prior to the leases being assigned or novated to the Fund, the validity, legality or any right to use a site pursuant to any lease for any Transferred Specified Asset being challenged which is not attributable to the Fund, or (C) TUC fails to procure the access to and use of the relevant sites to the Fund, the tenants, the Telecom Asset Manager or their designated persons (the “Affected Site”):</p> <ul style="list-style-type: none"> • any tenant or the Fund is unable to access, operate and/or use the Transferred Specified Assets; or • the Telecom Asset Manager is unable to provide the services at the Affected Site in accordance with the Master Services Agreement, <p>then TUC shall, at its own costs and expenses, as and from the date of completion of the amalgamation:</p> <ul style="list-style-type: none"> • procure or obtain a new site that both the parties agree would be substantially equivalent to the Affected Site (both parties acting reasonably) having regard to: <ul style="list-style-type: none"> (i) its location;

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<ul style="list-style-type: none"> (ii) the tenants' network coverage that would be available from the new site; and (iii) the capacity and space available to install the Transferred Specified Assets and other tenants' telecommunications equipment at the new site; and • relocate the Transferred Specified Assets which are located on the Affected Site or procure new equipment and assets having at least the same quality, specifications and capacity as the Transferred Specified Assets to be installed on the new site and shall ensure that the capacity, performance and space availability of the Transferred Specified Assets or the new equipment and assets, which are relocated and installed on the new site remain the same as they were located on the Affected Site prior to such site becoming the Affected Site. • In case that TUC fails to relocate the Transferred Specified Assets or procure the new assets in respect of an Affected Site and such failure has not been remedied to the Fund's reasonable satisfaction within the period specified in the Confirmation and Undertaking Agreement, TUC shall:

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<ul style="list-style-type: none"> • purchase and/or procure the purchase of the relevant Transferred Specified Assets which are located or installed on the Affected Site (the “Affected Assets”) at the price equal to (i) in respect of the Main Specified Assets, the relevant Terminal Value for such Affected Assets plus interest at 7.5 per cent. per annum from the Main Specified Asset Closing Date to and including the date on which TUC pays the Terminal Value of the Affected Assets to the Fund; and (ii) in respect of the Remaining Specified Assets, the Remaining Specified Assets Purchase Price for such Affected Asset plus interest at 7.5 per cent. per annum from the Remaining Specified Asset Closing Date to and including the date on which TUC pays such Remaining Specified Assets Purchase Price to the Fund; • pay the Fund all costs and expenses in connection with the sale and transfer of the Affected Assets and all lease and rental payments of the Affected Assets that the tenants of such Affected Assets do not pay the Fund due to such tenants being unable to use the Affected Assets; and

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<ul style="list-style-type: none"> • pay the Fund all costs, expenses, damages, losses, claims and liabilities incurred or to be incurred by the Fund arising out of or resulting from the use of the Affected Site, the leases and the relocation of the Affected Assets and the tenants' claims against the Fund due to the tenants being unable to use the Affected Assets. • The relevant Terminal Value in relation to any Main Specified Assets shall be an amount equal to (i) in respect of the BFKT, 18 times the aggregate amount of the BFKT Monthly Sale Revenue for the 12 months preceding the month in which the Main Specified Asset Closing Date occurs; and (ii) in respect of AWC, an amount equal to 14 times the aggregate amount of the AWC Monthly Sale Revenue for the 12 months preceding the month in which the Main Specified Assets Closing Date occurs. • Subject to TUC's compliance with its obligations in relation to the repurchase of the Affected Assets as described above, the Fund shall pay TUC the full amount of the relevant rental payments in relation to the Affected Assets that the Fund has received from the relevant lessees of such assets which are entities within True Group plus interest at 7.5 per cent. per annum from the date on which the

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p data-bbox="1435 288 1995 501">Fund received each rental payment from the relevant lessees of such assets to and including the date on which the Fund pays such rental payments to TUC, provided that such amount shall not exceed the relevant Affected Asset Purchase Price.</p> <ul data-bbox="1391 528 1995 927" style="list-style-type: none"> • The obligation of TUC in relation to the relocation and repurchase of the Affected Assets on the site which has been assigned or novated to the Fund, in relation to any Transferred Specified Asset being seized, taken into custody or otherwise rendered unsuitable for use by any tenant due to any illegality to access or to use such site or any part thereof shall be limited to five years after the date of the assignment or novation of such site to the Fund. <p data-bbox="1171 954 1335 1054">Limitation of Liability of TUC</p> <p data-bbox="1391 954 1995 1054">Under the Confirmation and Undertaking Agreement, TUC's liability is limited by, among other customary items, the following:</p> <ul data-bbox="1391 1082 1995 1374" style="list-style-type: none"> • TUC shall be liable in respect of any claim in relation to the Transferred Specified Assets if a notice of such claim is given by the Fund within two years from the relevant Asset Closing Date, except for claims arising out of certain material matters as set out in the Confirmation and Undertaking Agreement for which there shall be no time limitation for giving notice of claims

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>(other than pursuant to applicable law). Such matters include, among others, TUC's warranties on its authority and capacity, ownership of the Transferred Specified Assets and breach of material undertakings;</p> <ul style="list-style-type: none"> • The aggregate liability of TUC in respect of all breaches in relation to (i) any transfer and delivery of the AWC Main Specified Assets shall not exceed their Terminal Value; (ii) any transfer and delivery of the BFKT Main Specified Assets shall not exceed their Terminal Value; (iii) any transfer and delivery of the AWC Remaining Specified Assets shall not exceed the purchase price for such AWC Remaining Specified Assets as set out in the Confirmation and Undertaking Agreement; (iv) any transfer and delivery of the BFKT Remaining Specified Assets shall not exceed the purchase price for such BFKT Remaining Specified Assets as set out in the Confirmation and Undertaking Agreement; (v) any relevant obligations, covenants, representations and warranties with respect to the AWC Remaining Specified Asset Rental Revenue prior to the Final Long Stop Date shall not exceed the net present value, discounted at a specified rate, of all remaining net rental revenue relating to the AWC Remaining Specified Asset Rental

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>Revenue that is expected to be received by the Fund as at the date of the relevant breach; (vi) any relevant obligations, covenants, representations and warranties with respect to the BFKT Remaining Specified Asset Rental Revenue prior to the Final Long Stop Date shall not exceed the net present value, discounted at a specified rate, of all remaining net rental revenue relating to the BFKT Remaining Specified Asset Rental Revenue that is expected to be received by the Fund and as at the date of the relevant breach; and (vii) all other breaches shall not exceed 50 per cent. of the AWC Purchase Price and the BFKT Purchase Price, as the case may be. TUC shall be liable for any actual damages, losses, claims, taxes (other than VAT), stamp duty, liabilities and related costs and expenses arising out of or resulting from the entry into, exercise and enforcement under the Confirmation and Undertaking Agreement.</p> <p>Insurance TUC undertakes:</p> <ul style="list-style-type: none"> to procure that all True Group's insurance policies in relation to the Remaining Specified Assets are maintained in accordance with the terms set out in the Confirmation and Undertaking Agreement;

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<ul style="list-style-type: none"> • upon the relevant Asset Closing Date, to arrange for an insurance policy for the relevant Transferred Specified Assets under the name of the Fund, provided that the Fund shall be responsible for the insurance premiums with respect to such insurance policy; • not to modify any term of True Group's insurance policies in relation to the Transferred Specified Assets without the prior written consent of the Fund, which shall not be unreasonably withheld; and • to ensure that all insurance proceeds are used to repair, reinstate or otherwise replace the assets which are the subject of an insurance claim giving rise to such insurance proceeds. <p>Indemnities</p> <ul style="list-style-type: none"> • Without limiting any other rights which the Fund may have under the Confirmation and Undertaking Agreement or any applicable law, TUC agrees to indemnify the Fund, the Management Company and their respective representatives from and against any and all actual damages, losses, claims, taxes, stamp duty, liabilities and related costs and expenses, including reasonable attorneys' fees and disbursements, awarded against or incurred by any of them arising out of or resulting from a breach of covenant, agreement or warranty or

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>any misrepresentation by AWC and BFKT pursuant to the AWC Asset and Revenue Sale and Transfer Agreement and the BFKT Asset and Revenue Sale and Transfer Agreement or by TUC under the Confirmation and Undertaking Agreement, except in the case of the Fund's, the Management Company's or their respective representatives' own fault, gross negligence or willful misconduct.</p> <ul style="list-style-type: none"> • Without limiting any other rights which TUC may have under the Confirmation and Undertaking Agreement or any applicable law, the Fund agrees to indemnify TUC and its representatives from and against any and all actual damages, losses, claims, taxes, stamp duty, liabilities and related costs and expenses, including reasonable attorneys' fees and disbursements awarded against, incurred by any of them arising out of or resulting from a breach of covenant, agreement or warranty or any misrepresentation by the Fund pursuant to the AWC Asset and Revenue Sale and Transfer Agreement, the BFKT Asset and Revenue Sale and Transfer Agreement or the Confirmation and Undertaking Agreement, except in the case of TUC's or their representative's own fault, gross negligence or willful misconduct.

Fund Scheme Before Amendment	Fund Scheme After Amendment
	<p>Assignment</p> <ul style="list-style-type: none"> • Except as permitted under the Confirmation and Undertaking Agreement, neither TUC nor the Fund may, without the prior written consent of the other, assign, grant any security interest over or otherwise transfer the benefit of the whole or any part of the Confirmation and Undertaking Agreement. <p>Governing Law</p> <ul style="list-style-type: none"> • The Confirmation and Undertaking Agreement is governed by the laws of Thailand. <p>Jurisdiction</p> <ul style="list-style-type: none"> • The Courts of Thailand shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with the Confirmation and Undertaking Agreement. <p>For further details please see “Summary of key terms of the Confirmation and Undertaking Agreement” in Attachment 2.</p>