

**Minutes of 2020 Annual General Meeting of Unitholders of
Samui Buri Property Fund (SBPF) (Adjourned)
on Thursday, 17 December 2020 at 9.30 a.m.
at Eastin Grand Hotel Sathorn Bangkok, Surasak 2 and 3 Ballroom, 11th Floor,
33/1 South Sathorn Road, Yannawa, Sathorn, Bangkok 10120**

Attendees:

Management Company

Mr. Suttipan Kreemaha	Chairman of the Meeting / Senior Vice President, Head of the Property Fund and Real Estate – Investment Trust Department / Property Fund Manager
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Expert

1. Mr. Thiti Kumnerddee	Legal Advisor from Kompas Law Ltd.
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Auditor

1 representative from PricewaterhouseCoopers ABAS Ltd.

Vote counting observer

1. Ms. Prima Anussornnitisarn	Representative from Kompas Law Ltd.
2. Ms. Yupha U-Dom	Representative from the Unitholders

The Meeting commenced at approximately 9.30 a.m.

Mr. Thiti Kumnerddee, legal advisor, assigned by the Chairman, informed the Meeting that, at this Meeting, there were 28 Unitholders, holding the aggregate number of 1,184,161 investment units, who attended the Meeting in person, and there were 33 Unitholders, holding the aggregate number of 40,529,632 investment units, who attended the Meeting by proxy. In total, there were 61 Unitholders who attended the Meeting in person and by proxy holding the aggregate number of 41,713,793 investment units, equivalent to 50.379 percent of the total issued investment units. The Meeting of 2020 Annual General Meeting of Unitholders, which was originally scheduled on 28 October 2020, could not be conducted pursuant to the provisions of the Securities and Exchange Act, B.E. 2535 (1992), due to lack of quorum. Therefore, it necessitated the Management Company to postpone it to this Meeting in which a quorum was not required in accordance with the Notification of the Capital Market Supervisory Board No.

TorNor. 36/2562, Re: The Management of Property Fund, in conjunction with Section 129/2 of the Securities and Exchange Act B.E. 2535 (1992). Hence, he declared the Meeting open.

Then, he thanked all Unitholders for their time in attending the Meeting and thanked the representative from PricewaterhouseCoopers ABAS Ltd., as the Fund's Auditor, for the honor of attending this Meeting.

In voting on each agenda, 1 investment unit would be treated as 1 vote. The number of votes, a Unitholder had corresponded to the number of units held by him or granted to him as a proxy only. In passing a resolution in each agenda, for the convenience of vote counting, there would be statement to the Meeting asking, "if there was any Unitholder who disagreed or abstained from voting on the agenda". A Unitholder who wished to cast disapproval vote or abstain from voting was required to mark the ballot and present himself by raising hand. The officer would collect such ballot where the ballot was given to the unitholder during his/her registration. With respect to the Unitholders who did not disapprove or abstain from voting, all of their votes would be treated as approval votes. With regard to the ballot not showing clear intention of voter, or the ballot with many markings in boxes or the crossed ballot or corrected ballot without the initial at such marking would be deemed as a void ballot. In counting votes, the total votes of the Unitholders attending the Meeting and having the right to vote, would be deducted by the disapproval and abstention votes. If any agenda without disapproval and abstention votes, it would deem that the Meeting unanimously resolved to approve or agree as proposed in such agenda.

In this regard, for the transparency of vote counting, the representative from Kompas Law Ltd., the Fund's Legal Advisor, and a representative from the Unitholders were invited to witness the vote counting process. Ms. Yupha U-Dom, a proxy, proposed herself to witness the same.

Subsequently, Mr. Suttipan Kreemaha, Senior Vice President and Head of the Property Fund and Real Estate Investment Trust Department of the Management Company, as Chairman of the Meeting, commenced the Meeting in accordance with the following agenda:

Agenda 1: Matters to be informed by the Chairman to the Meeting (For Acknowledgement)

The Chairman informed the Meeting that as the Management Company has sent the letter No. PFRD 012/2563 RE: Request for Resolution of Unitholders of Samui Buri Property Fund (SBPF) dated 19 June 2020 ("Letter of Request for Resolution"), to the Unitholders of the Fund to request the Unitholders to pass the resolution in regard to the proposal of Samui Buri Beach Resort Co., Ltd. ("Lessee") to consider

approving or disapproving the waiver of rental payment as proposed by the Lessee or as the Management Company deemed appropriate. There were the Unitholders returned the voting form to the Management Company in the total number of 45 persons, holding altogether 37,845,220 units which is equivalent to 45.71 percent of the Fund's total issued investment units. (82,800,000 units). In this regard, the Unitholders have resolved as follows:

Agenda 1 : To consider approving or disapproving the waiver of rental payment as proposed by the Lessee (For Approval)

The Unitholders resolved to disapprove the waiver of rental payment as proposed by the Lessee, with the number of votes as follow:

Approve	6,301,700 units	or	equivalent to	21.59 percent*
Disapprove	22,073,700 units	or	equivalent to	75.64 percent*
Abstain	807,300 units	or	equivalent to	2.77 percent*
Void Ballot	0 units	or	equivalent to	0 percent*

*Percentage of the total number of units of the Unitholders responding and having the right to cast their votes is 29,182,700 units. In this Agenda, the Unitholders who have the conflict of interest which have no right of voting are Samui Beach Resort Co., Ltd. holding 6,285,500 units and Miss Pornpat Praprutchob holding 2,377,020 units.

Agenda 2 : To consider approving or disapproving the waiver of rental payment as the Management Company deemed appropriate (For Approval)

The Unitholders resolved to disapprove the waiver of rental payment as the Management Company deemed appropriate, with the number of votes as follow:

Approve	6,636,600 units	or	equivalent to	22.74 percent*
Disapprove	21,758,800 units	or	equivalent to	74.56 percent*
Abstain	777,300 units	or	equivalent to	2.66 percent*
Void Ballot	10,000 units	or	equivalent to	0.04 percent*

*Percentage of the total number of units of the Unitholders responding and having the right to cast their votes is 29,182,700 units. In this Agenda, the Unitholders who have the conflict of interest which have no right of voting are Samui Beach Resort Co., Ltd. holding 6,285,500 units and Miss Pornpat

Praprutchob holding 2,377,020 units, and there is a Unitholder who does not cast their vote, holding 10,000 units.

Since the Unitholders have resolved to disapprove the waiver of rental payment as proposed by the Lessee and as the Management Company deemed appropriate, the Management Company considered that it is appropriate to propose the future management of the Fund to the Meeting of Unitholders as per details specified in Agenda 3.

No Unitholders raised any opinion or question. The Meeting acknowledged as informed by the Chairman.

Agenda 2: To approve the minutes of the 2019 Annual General Meeting of Unitholders of the Fund (For Consideration)

The Chairman informed the Meeting that as the Management Company arranged for the holding of the 2019 Annual General Meeting of Unitholders of Fund on 25 October 2019, the Management Company has prepared and disclosed the minutes of the 2019 Annual General Meeting of Unitholders of the Fund as required by law. Therefore, the Management Company considered that it is appropriate to propose that the Meeting of Unitholders consider certifying the minutes of the 2019 Annual General Meeting of Unitholders of the Fund.

The Chairman asked whether any Unitholders have inquiry on this matter. Neither proposed amendment nor inquiry were made by the Unitholders. The Legal Advisor explained voting procedure in this agenda to the Meeting. The Chairman then asked the Meeting to vote.

Resolution

The Meeting resolved to approve the minutes of the 2019 Annual General Meeting of Unitholders of the Fund held on 25 October 2019, with the number of votes as follows:

Approve	41,813,793 units	or	equivalent to	100 percent*
Disapprove	0 units	or	equivalent to	0 percent*
Abstain	0 units	or	equivalent to	0 percent*
Void Ballot	0 units	or	equivalent to	0 percent*

**Percentage of the total number of investment units held by the Unitholders attending the Meeting and having the right to vote.*

In this agenda, there was one additional Unitholder attending the Meeting, holding 100,000 units. The total number of investment units held by the Unitholders attending the Meeting and having the right to vote was 41,813,793 units.

Agenda 3: To acknowledge the report on the Fund's operation and future management of the Fund (For Acknowledgement)

The Chairman gave a brief report on the conditions of the Fund to the Meeting, as follows.

3.1 Conditions of Properties

From the annual property inspection on 22 July 2020, the hotel has been closed since April 2020 up until present (on 23 September 2020), the properties are overall in a normal condition and the Lessee has arranged for security guard(s) to look after the properties as appropriate.

Moreover, the Lessee has modified the properties in accordance with the conditions of the Property Lease Agreement dated 26 July 2018. The Management Company has entered and conducted a preliminary inspection on the modified properties and considered that the Lessee has proceeded pursuant to the asset improvement plan. Besides, the Lessee has conducted property improvement in addition to the plan and budget specified in the annexures to the Property Lease Agreement. That was because there were additional damages in the actual conditions of the properties than those in the past assessment result. The Management Company is in the process of examining the amount of work and the value of the asset improvement plan if they are in accordance with the agreed plan.

3.2 Tourism and hotel market conditions in Samui Island and future tendency

Due to the 2019 coronavirus (COVID-19) outbreak in China since late 2019 which has rapidly spread to several countries around the world, several countries including Thailand have implemented strict measures to prevent the spreading. State of emergency was declared and has been in effect from 26 March 2020 onwards. Under such declaration of state of emergency, the Government has issued several measures including travel restrictions and closure of businesses and activities that pose a risk of spreading the disease.

Moreover, on 7 April 2020, the Provincial Governor of Surat Thani Province issued the Order of Surat Thani Province No. 2193/2563 (2020) RE: Urgent Measures to Prevent the Spreading of 2019

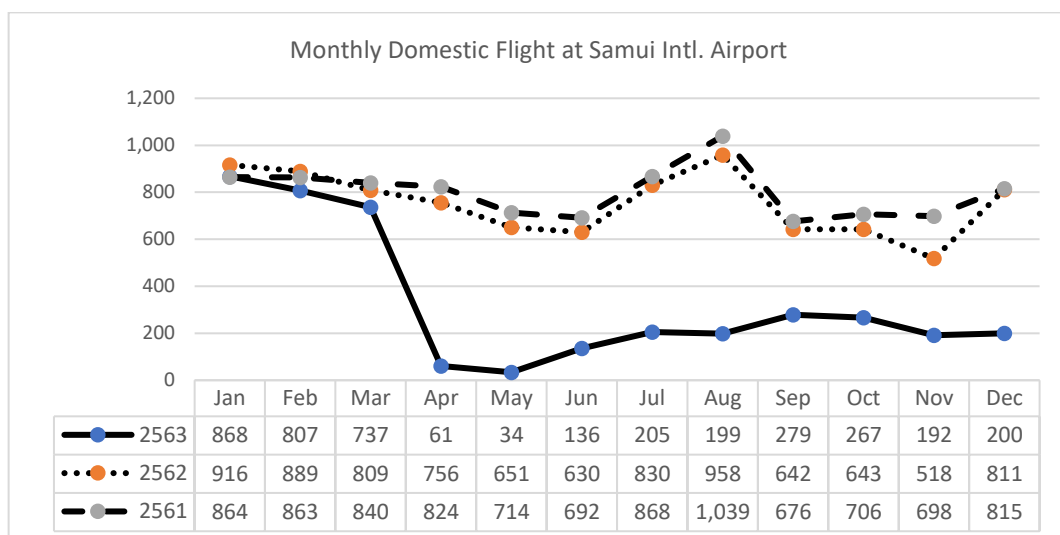
Coronavirus (COVID-19) (No. 9) requiring hotels and places for alike residential services, except for the hotels that are used by the Government as field hospitals or for any other governmental benefits, to close down from 8 April 2020 to 30 April 2020 which was extended to 31 May 2020 following the extension of the state of emergency declaration.

Although the Provincial Governor of Surat Thani Province issued the Order of Surat Thani Province No. 2727/2563 (2020) RE: Urgent Measures to Prevent the Spreading of 2019 Coronavirus (COVID-19) (No. 15) dated 2 May 2020 allowing hotels to open only hotel room and restaurant or dining room services and requiring them to strictly comply with the conditions for prevention of the spread from 3 May 2020 onwards until there is any change, the Civil Aviation Authority of Thailand issued a notification to extend the period during which international flights with passengers were temporarily prohibited from coming into Thailand from 1 May 2020 up until 30 June 2020.

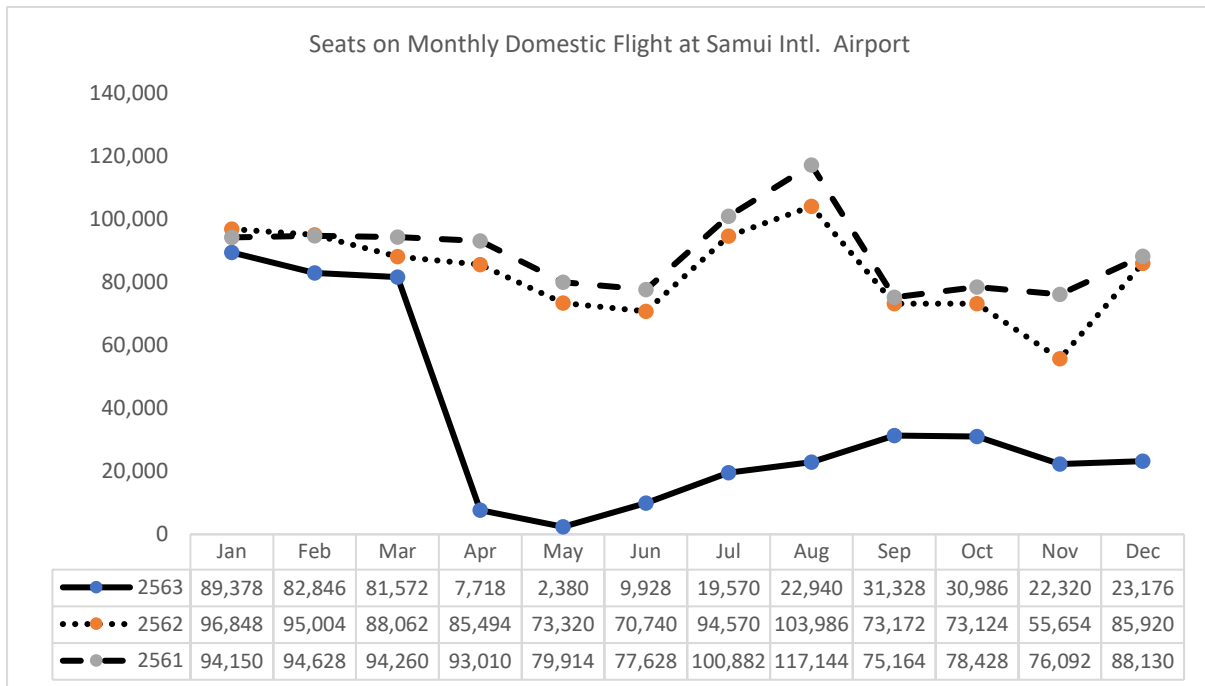
Although Bangkok Airways which was the main airline for travelling to and from Samui has resumed its services since 15 May 2020, it would not cause any positive effect on the tourism industry in Samui anytime soon.

On 23 October 2020, Koh Samui Municipality organized a press conference on discovery of a patient with confirmed COVID-19 infection – a foreign woman living on Samui Island who returned from France on 30 November 2020, was admitted to Koh Samui Hospital for treatment. Currently, the patient and her family are still being treated in Koh Samui Hospital. As of the date on which the Management Company prepared the invitation letter, the patient and her family are in quarantine and there is no further progress.

3.2.1 Conditions of tourism and hotel industry

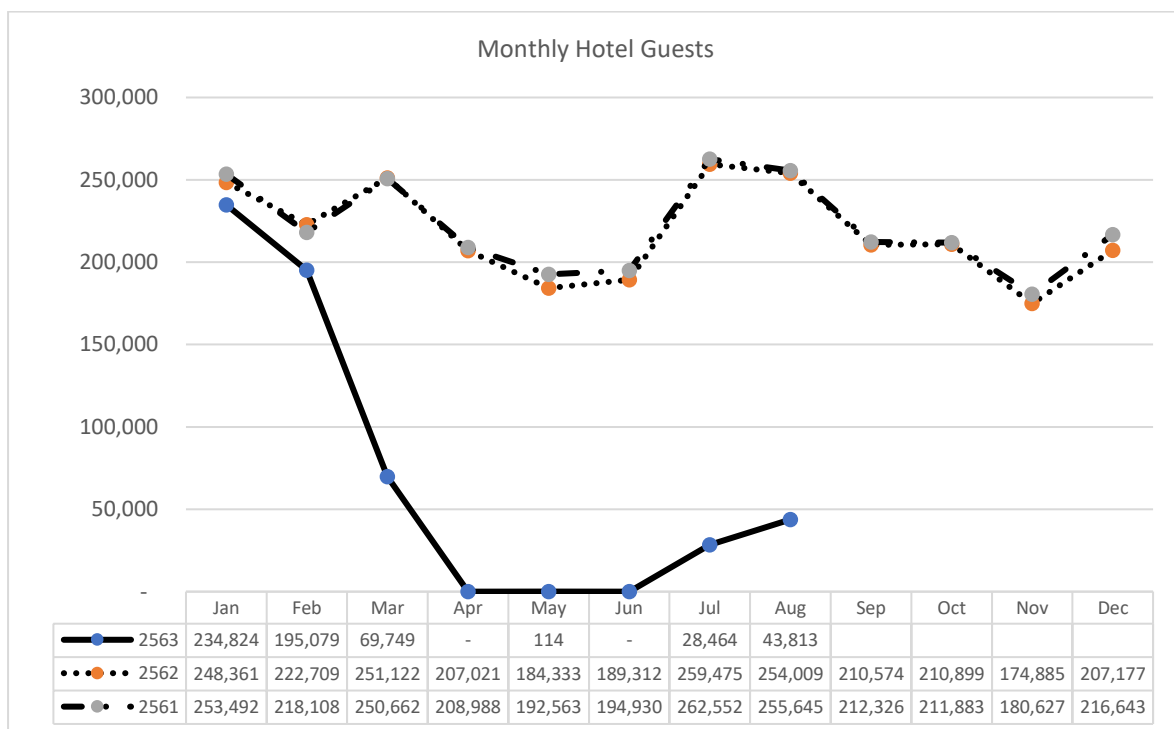
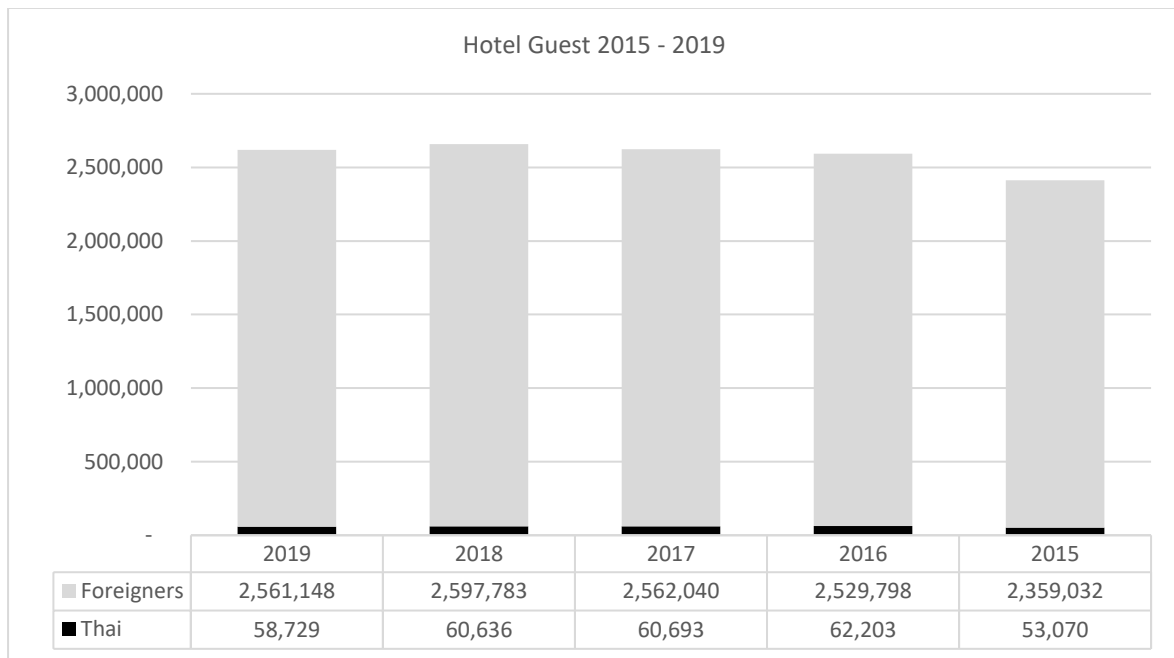


According to the information from the Tourism Authority of Thailand¹, it was found that there were 199 flights as per the monthly flight plan of Samui International Airport in August 2020, which decreased from 205 flights in July 2020, whereby cargo flights were included in these figures. Based on such information, it was found that the number of flights decreased from 958 and 1,039 flights during the same month in 2019 and 2018 causing the decrease in the number of passenger seats from 103,986 and 117,144 seats in August 2019 and 2018 to only 22,940 seats in August 2020.



With respect to the proportion of tourists staying in hotels during 2015 – 2019, most of the tourists staying in hotels of approximately 97 percent were foreign tourists. Therefore, hotel business in Samui Island having foreign tourists as guests would suffer direct impacts from the outbreak of the disease, travel bans including the disease outbreak situation in, and impacts on the economies of, the countries of origin such as China and European countries.

¹ as at 2 November 2020



The number of tourists staying in hotels shown as zero in the above diagram resulted from the measure to close hotels in Surat Thani Province as mentioned above. The number of tourists staying in hotels in August 2020 decreased from an average of 250,000 tourists in the same month of 2019 and 2018 to only 43,813 tourists. However, the number of tourists increased to 59,343 tourists in September 2020 and then decreased to 57,107 tourists in October 2020, with almost all of them being Thai tourists. The

increase in the number of tourists staying in hotels in July 2020 onwards resulted from the Government's campaign(s) and measures to promote Thai people's travelling and tourism. Although the relevant authorities have relaxed several measures including allowing hotels to resume their services, the extension of the temporary ban on international flights to Thailand still cause negative impacts on the tourism industry.

3.2.2 Tendency in 2020 and 2021

With respect to the tourism industry in Samui Island, the main businesses which are connected to tourism being hotels, restaurants, tour services and others rely mainly on foreign tourists. Therefore, in considering the tendency of the hotel business on Samui Island, the key factors are mainly the impacts of the outbreak of the disease on the economies and the recovery of foreign markets.

Although during the beginning of the outbreak, the relevant authorities had tried to turn to the markets that had not yet been impacted such as India and Russia as to compensate the losing of Chinese and European tourists, it subsequently appeared that both India and Russia also suffered no less severe impacts than other countries.

This disease outbreak has widely caused impacts around the globe, and several airlines have to temporarily shut down, cancel flights and lay off employees. It could be said that the economic impacts are greater than the direct impacts on health.

The tendency of hotel business in 2020 and 2021 is as follows:

1. It is believed that during the second half of 2020 and the whole 2021, tourism in Thailand (including Samui Island) needs to mainly rely on domestic market. The main issue that should be considered is the Thai economy is highly dependent on exports and tourism. The economic impacts in Thailand and groups of countries which are the main market would of course affect the domestic manufacturing sectors that rely on such markets. Therefore, the domestic purchasing power during the second half of the year may still not be strong enough to support Thailand's tourism.

2. In the past, there were only 2 – 3 percent of Thai tourists in the hotel industry in Samui Island. Speed expansion of this group of tourists to grow by 15 – 20 times of such percentage in order to compensate foreign tourists within a limited period of time (12 – 18 months) is unlikely possible under the purchasing power deterioration due to the condition of Thai economy.

3. The Government allowing hotels to resume their services, airport to reopen and airlines to resume their services does not mean there will be tourists who will travel and use the services.

4. During late 2020, domestic tourisms will likely be short-distance travels within driving distance where crowded public transportations will be avoided. Samui Island may not be the tourists' destination during this period.

5. Social distancing measure will be the main factor that will cause higher travel expenses. That is because public transportation operators need to implement social distancing; therefore, they cannot sell all existing seats.

6. Moreover, there are news saying the Chinese Government will still prohibit Chinese people from travelling to other countries but will allow domestic travels instead in order to stimulate the Chinese economy itself. That will cause direct impacts as China is an important tourism market of Thailand.

7. The group of nearby countries also starts to have 'Travel Bubble' policy allowing travels between the contracting countries without having to quarantine for 14 days pursuant to the current measure. However, there has not yet been a conclusion that will lead to actions.

8. The key factor which will support the recovery of tourism is the vaccine or the medical measure that is able to deal with the outbreak and treat the illness efficiently. That should take 1 – 2 more years.

9. Thailand's and global tourism industry may have to take around 3 – 4 more years to get back to the same level before the outbreak.

3.3 Current operation

The Management Company received a letter of request for temporary waiver of rental fees from the Lessee dated 27 March 2020 under which the Lessee informed that the Lessee has suffered impacts from the COVID-19 outbreak situation. Such letter can be summarized as follows:

1. It has been necessary for the Lessee to cease its operation and have the employees temporarily stop working from 27 March 2020 onwards until the situation gets back to normal.

2. The Lessee still arranges security guard(s) to look after the properties at its best.

3. The Lessee requested that the Fund consider to preliminarily assist by waiving the rental fees for April 2020 to December 2020.

4. The Lessee requested that all cheques for advance rental fees that were placed with the Fund be cancelled.

5. The Lessee requested that the situation is assessed with the Fund again within October 2020.

6. If the disease outbreak situation and the tourism condition get better or the Lessee is able to resume its hotel operation before the period during which the Lessee requested for waiver of rental fees, the Lessee will consider to further proceed in accordance with the Agreement.

Thereafter, the Lessee had coordinated with the Fund in order to discuss and explain the process to assess if the situation is normal. The situation assessment criteria can be summarized as follows:

1. The Government's orders requiring the close-down of hotels and businesses relating to tourism such as restaurants are cancelled resulting in hotels being able to resume their normal operations.

2. The orders to prohibit flights, travelling and international entries and exits and to quarantine, etc. are cancelled.

3. The International Samui Airport is open as normal.

4. The numbers of flights and passengers entering Samui Island are not less than 50 percent of the figure during the same period in the previous year.

If the above four criteria are met, the Lessee agreed to start paying rental fees within 60 days at the rental fee rate under the Agreement as at the payment date, and such payment shall be considered the rental fee for the month in which the rental fee is paid.

In this regard, the Management Company considered that an appropriate waiver of rental fees would be for no more than October 2020. Therefore, it proposed that the Unitholders consider as follows:

1. waiver of rental fees for the period from April 2020 to October 2020

2. the Lessee to remain having duties to look after the properties to be in good conditions and ready for use.

Therefore, the Management Company has sent a letter of request for resolutions of Unitholders according to the details appearing in Agenda 1 as informed to the Meeting above. The Unitholders had resolved not to approve the waiver of rental fees as requested for by the Lessee and as the Management Company considered appropriate. As a result, it is necessary for the Management Company to proceed further in accordance with the terms and conditions of the Property Lease Agreement.

Initially, the Management Company has appointed Siam City Law Offices DR Limited as legal counsel in this case. On 31 July 2020, the legal counsel filed a complaint to the inquiry officer at Koh Samui Police Station, Surat Thani Province, requesting for prosecution against the Lessee and its authorized director on offences arising from the uses of cheques since the Management Company was unable to cash 4 pre-dated cheques for rental fees during April – July 2020. The inquiry officer received the complaint as the criminal case no. 716/2563. Subsequently, on 4 August 2020, the Management Company already gave the Lessee written notice demanding the outstanding rental fees. The Management Company will further proceed to enforce the Agreement as per the legal rights to which the Fund is entitled, which includes filing a lawsuit with the competent court.

After the Management Company had given the Lessee written notice demanding payment for the outstanding rental fees, the Lessee made a proposal on the means for payment of outstanding rental fees which shall be presented to the Meeting for consideration in Agenda 6.

3.4 Impacts on the Fund

3.4.1 Financial status of the Fund

The Fund's revenue came from the Property Lease Agreement that was made with the Lessee. Under the current Property Lease Agreement, the annual rental fee is close to the Fund's expenses. Since the COVID-19 outbreak occurred causing direct impacts on the tourism and hotel industry, the Fund's financial status suffered impacts.

In the past seeking of lessees, it appeared that no offer was made. Therefore, it was necessary to renew the Property Lease Agreement with the original Lessee. Although, in the past, Central Group had contacted to make a lease offer with the same rental fee and the same lease term with those currently received by the Fund. The Management Company considered that in seeking new lessee to commence during November 2020, there may not be any lease offer which is beneficial to the Fund. Also, under the current situation of tourism and hotel industry, it may be possible that the current Lessee will not renew the Agreement and deliver the properties back to the Fund as to reduce its costs.

If so, the Fund's financial status during 2020 – 2022 which the Management Company assessed based on the assumptions that the Fund will not receive the rental fees until the end of 2020 and will start to receive the rental fees pursuant to the Agreement from January 2021 up until the end of the

lease term under the Property Lease Agreement (July 2021) and will not be able to seek for a new lessee, and although the Management Company will refrain from collecting management fees, will be as follows:

	2020	2021	2022
Income			
Rental fees	1,800,000	4,900,000	0
Interest	4,000	4,000	4,000
Total Income	1,804,000	4,904,000	4,000
Expense			
Management Fee	2,743,050	0	0
Trustee Fee	648,000	648,000	648,000
Registrar Fee	540,000	540,000	540,000
Legal Advisor Fee	240,000	240,000	240,000
Audit Fee	930,000	930,000	930,000
Registration Fee -Annual Basis	107,000	107,000	107,000
Property Appraisal Fee	125,000	125,000	125,000
Expense for Unitholders' Meeting	350,000	350,000	350,000
Insurance Premium	280,000	280,000	280,000
Other Expense	120,000	120,000	120,000
Total Expenses	6,549,950	3,340,000	3,340,000
Net Income before property and land tax	-4,745,950	1,564,000	-3,336,000
<i>Gross Cash (1 January)</i>	<i>6,582,257</i>	<i>1,836,307</i>	<i>3,400,307</i>
<i>Net Cash (31 December)</i>	<i>1,836,307</i>	<i>3,400,307</i>	<i>64,307</i>

The Fund still has an obligation to pay the annual house and building tax of 2018 and 2019 in the total amount of approximately THB 12 million. Such tax has not yet been assessed nor levied by Koh Samui Municipality. Once it is levied, the Fund's liquidity will immediately become negative.

The current financial status of the Fund is exposed to the risk in relation to limited liquidity. It cannot support the fluctuations that may occur in the future including unexpected events. For example, if it is necessary to enforce the Agreement against the Lessee, the Fund's financial status might be a restriction to proceed with legal measures.

The Chairman answered the question from Mr. Hiran Radeesri, Unitholder, that as the Fund had financial issues, it was necessary for the Management Company to maintain the Fund's status by cutting expense burden under the Management Company's control, including waiver of management fee, as shown in the forecast of the Fund's financial status for 2021 and 2022.

Mrs. Oranart Laokajorncharoenkit, Unitholder, offered her opinion that the Management Company should consider measures to reduce the Fund's expenses starting in 2020. The Chairman accepted such suggestion for further consideration.

3.4.2 Property value of the Fund

The Management Company has appointed Real Estate Appraisal Co., Ltd. to be appraiser of market value of properties for 2020 on 16 March 2020. From the situation occurred, the Fund has suffered impacts from the decrease in property values due to the business condition. The Fund determined that the Income Approach shall be mainly used in the appraisal of market values of the Fund's properties as it is an investment in income generated properties and the Income Approach is standard for market value appraisal of this type of properties. However, under abnormal circumstances, the appraisal using the Income Approach will cause a significant change in the market value, especially in this case where it is expected that the properties might not be able to generate income anytime soon.

On the other hand, if the Replacement Cost Approach is used (which property funds do not use such approach in determining the market values of its properties), it will be found that the construction costs may not change significantly. However, there may be an issue to consider with regard to the land price because, under the current situation, land sale and purchase may not occur. The surveyed market value may not reflect the sale and purchase price that could actually be achieved.

Under uncertain circumstances, the Forced Sell Value may be the value that correspond to the situation inferior to the Income Approach as it is the value or the price at which it is expected to be sold.

The market values of properties as per the appraisal are as follows:

- | | | | |
|----|-------------------|-----|----------------|
| 1. | Market Value | THB | 399.00 million |
| 2. | Forced Sell Value | THB | 299.25 million |

When comparing the past market values, it is found that the market values of the Fund’s properties tended to decrease continuously. That was caused by high competition in the tourism and hotel industry. The significant decrease in 2020 was caused by the COVID-19 outbreak situation causing global travel to stop short.

Market values of properties (Million Baht)

Year	2016	2017	2018	2019	2020
Market values	667.50	646.60	601.40	536.80	399.00

The Chairman gave additional clarification that the market values of the Fund’s properties were appraised by using the Income Approach as the Fund’s properties were investment properties, which was mainly based on economic conditions and their ability as to whether and to what extent they could generate benefits. The value of the land and building is approximately THB 596 million— approximately THB 274 million for land and approximately THB 321 million for building and structures.

3.5 Future operation

The Management Company will arrange for a bidding as to seek for a lessee or purchaser. Phoenix Property Development and Consultancy Co., Ltd. has been appointed as the Bid Manager with the following duties:

1. providing advice on, and assisting in, the preparation of bidding conditions;
2. providing advice on, and assisting in, the preparation of bidding documents;
3. representing the Fund in contacting investors, advertising and publicizing the bidding;
4. representing the Fund in taking the interested investors to view the properties, gathering questions and coordinating with the Fund in responding to the questions;
5. representing the Fund in receiving the bids/offers, summarizing and presenting the bid result to the Fund; and
6. providing advice to the Fund on the negotiation of the terms and conditions.

Preliminary bidding conditions

Those who are interested may submit their bid/offer to lease or purchase the properties on the following conditions:

1. Property lease
 - 1) Lease term of 30 years
 - 2) Fund to deliver the properties on an as is where is basis
 - 3) Lessee to be responsible for all expenses for property modifications

2. Property purchase
 - 1) Minimum purchase price of THB 400 million
 - 2) Fund to deliver the properties on an as is where is basis

Bidding schedule

1 November 2020 – 31 January 2021	Opening for the interested persons to receive the bidding conditions and information, visit and view the properties for bid preparation
11 February 2021	Bid/offer submission
9 April 2021	Extraordinary Meeting of Unitholders to consider the bid result

Remark: The schedule may be subject to change as appropriate.

In the case where no property lease or purchase offer is made, the Management Company will proceed to close the properties and request for an approval from the Office of the Securities and Exchange Commission to suspend its annual operations as to cease or reduce as much annual operating costs as possible. Meanwhile, the Management Company will further proceed to find the appropriate and most beneficial way for the Unitholders. Also, the Management Company will convene the meeting of the Unitholders to consider approving such actions again.

The Chairman gave the Meeting additional clarification that the Bid Manager fee is in the nature of a success fee where the Management Company will make payment upon the Bid Manager's successful seeking of the lessee or purchaser. There are currently nine parties, including four juristic persons and five natural persons, who have received the bidding terms. In case of more than one bidder, the Management Company will evaluate and rank the bidders, and prepare a summary of reasons to be presented to the Unitholders for consideration and approval. If there is only one bidder, the Management Company will give and present its opinion to the Unitholders for consideration and approval.

The Chairman answered the question from Mr. Hiran Radeesri, Unitholder, concerning payment of house and building tax that the lessee shall be responsible for the same. In considering the

lease offer, the Management Company will require the bidder to submit a management plan and projected cash flow statement in support of the consideration as to whether the offered rental fee is reasonable.

The Chairman answered the question from Mr. Sakchai Sakulsrimontri, Unitholder, that the information in support of the bidding with respect to the Lessee's performance was up until 2019 as the Lessee ceased its business operation as from April 2020. The property appraiser considered the information for March 2020, the latest information before the Lessee closed its business establishment, and the forecast of situations of resumption of hotel business operation and occupancy rate in the future.

The Meeting acknowledged the report on the Fund's operation and future management of the Fund, as presented.

Agenda 4: To acknowledge the financial status and operating results of the Fund and the financial statement for the accounting year ending on 30 June 2020 as audited and opined by the auditor (For Acknowledgement)

The Chairman reported the financial status and operating results of the Fund and the financial statement for the accounting year ending on 30 June 2020 as audited and opined by the auditor, which may be summarized as follows:

According to the balance sheets, the Fund's total assets were THB 408,747,170, the total liabilities were THB 17,271,223, and the net assets were THB 391,475,947 or equivalent to the asset value per unit of THB 4.7279. Currently, the Fund has the total investment units sold at the year-end in number of 82,800,000 units. According to the profit and loss statements, in 2020, the Fund's total income was THB 7,203,723, net loss from investment was THB 1,616,909. Moreover, there is an account loss from investment since the assessed value of property decreased from THB 536,800,000 to THB 399,000,000 in 2020, calculated decrease as THB 137,800,000 or 25.67 percent. In the fiscal year of 2019, the Fund did not declare dividend and had cash and cash equivalents at the end of fiscal year at THB 6,525,575 which the Management Company will further consider appropriate operation. For the statement of cashflow, the net cash from operating activities was THB 1,713,745 and net decrease in cash and cash equivalents were THB 1,713,745. In addition, on the first day of 2019, Fund's cash and cash equivalents were THB 8,239,320, and at year-end of 2019, Fund's cash and cash equivalents were THB 6,525,575. The details are specified in the Enclosure No.2 which was sent to the unitholders together with the meeting invitation letter.

The Chairman answered the question from Mr. Sakchai Sakulsrimontri, Unitholder, that the risk assessment during the establishment of the Fund was based on knowledge-based risks at that certain time. The Chairman also clarified that the use of the Income Approach in the appraisal of the values of the Fund's properties was in accordance with the rules prescribed by the Office of the Securities and Exchange Commission.

In the event that the land comes with structures, the appraiser will consider the utilization on an as-is basis, while in case of vacant land, the appraiser will consider the feasibility of land development. The investors will analyze the feasibility of investment and the budget required.

The Chairman answered the question from Mr. Hiran Radeesri, Unitholder, concerning expenses with respect to the trustee fee. The law prescribes that the Management Company must not be the same person as the trustee, and the trustee has the duty to oversee, control and ensure that the Management Company's operations are carried out properly. With respect to professional fees, the legal advisor fee is disbursed on an actual reimbursement basis. The other expenses in 2020 are different from those in 2019 due to the additional amount of assessed house and building tax in 2019 and the fact that the Fund is required to bear all house and building tax during the period in which the Management Company seeks for a new lessee.

The auditor's representative answered the question from Mr. Hiran Radeesri, Unitholder, that the house and building tax shown in other expenses in the Fund's income statement for 2020 was calculated at the minimum rate as prescribed by law as the additional amount of house and building tax has not yet been assessed.

Mr. Hiran Radeesri, Unitholder, gave an opinion that the financial statements failed to reflect the Fund's correct and complete financial status, and requested that the Management Company fix such issue so that all Unitholders could receive true and complete information.

The Chairman answered the question from Mr. Sakchai Sakulsrimontri, Unitholder, regarding the difference between the registrar fee and the registration fee. With respect to the registrar fee, the Management Company currently acts as the registrar, having the duty to oversee and control data storage. The registration fee is the fee that the Fund is obligated to pay to the SET on an annual basis.

The Meeting acknowledged the financial status of the Fund as proposed.

Agenda 5: To acknowledge the appointment of the Fund’s auditors and audit fees and expenses for the accounting year ending on 30 June 2021 (For Acknowledgement)

The Chairman informed the Meeting that the Management Company has appointed the auditor of PricewaterhouseCoopers ABAS Ltd. to be the Fund’s auditor for the accounting year ending on 30 June 2021. The details of the auditors and the audit fee are as follows:

Auditors	Mr. Sa-nga Chokenitisawat CPA Registration No. 11251 Miss Wanvimol Preechawat CPA Registration No. 9548 Mr. Kan Tanthavirat CPA Registration No. 10456
Location	15th Floor, Bangkok City Tower, 179/74-80 South Sathorn Road, Sathorn District, Bangkok 10120
Fees*	THB 940,000 Divided as per each accounting period as follows: Review the financial statements for the three-month ending on 30 September 2020: THB 160,000 Review the financial statements for the half-year period ending on 30 December 2020: THB 160,000 Review the financial statements for the nine-month period ending on 31 March 2021: THB 160,000 Audit the financial statements for the accounting year ending on 30 June 2021: THB 460,000
Other expenses	As actually paid

Mr. Hiran Radeesri, Unitholder, opined that the Management Company should consider selecting other auditors with qualifications as prescribed by the Office of the Securities and Exchange Commission who charge for compensation at a lower rate than the current auditors in order to reduce the Fund’s expenses. The Chairman accepted such suggestion for consideration and informed the Meeting that in case of change to the auditors, the Management Company shall notify the Unitholders through the SET.

The Meeting acknowledged the appointment of the Fund’s auditors as proposed.

Agenda 6: To consider and approve the proposal on payment process of outstanding rental fees as proposed by the Lessee (For Consideration)

The Chairman informed the Meeting that as the Management Company has sent the letter of request for circular resolutions of the Unitholders per the details shown in Agenda 1 and the Unitholders resolved to disapprove the waiver of rental payment as proposed by the Lessee and as the Management Company deemed appropriate, the Lessee currently has outstanding rental fees payable to the Fund in the total amount of THB 4,500,000 (exclusive of VAT) (rental fees for April 2020 – October 2020).

As the current overall conditions of the tourism and hotel business in both Samui Island and Thailand are still continuously suffering the impacts from the COVID-19 outbreak, the Lessee has been required to close the hotel from April 2020 up until present. Therefore, the Lessee has no liquidity to pay its outstanding rental fees to the Fund.

The Management Company discussed with the Lessee regarding payment process of outstanding rental fees. One of the directions in the preliminary discussion is that the Lessee shall compensate for the Unitholders' benefits in the form of cash vouchers so that the Unitholders can utilize the leased property. According to the points for consultation on how the Lessee shall pay the outstanding rental fees, the Management Company researched on practices for this case by discussing with the Fund's auditors and legal advisor, as well as initially discussing with the Securities and Exchange Commission; however, it has not come to a clear conclusion and details.

The Management Company later received letter No. SMB 18092563-1 regarding the proposal on the Property Lease Agreement, dated 18 September 2020. The Lessee notified the Fund of the current condition of the hotel and it is uncertain as to when the hotel business operation will be resumed although the Lessee plans to reopen the hotel service in January 2021. Subsequently, the Lessee has outstanding rental fees and the rental fees to be accrued until expiration of the lease term under the Property Lease Agreement in the total amount of THB 10,800,000 (excluding VAT). The Lessee therefore requests that the Fund consider the proposal on payment process of outstanding rental fees as follows.

1. Reduction of the entire outstanding fees from THB 10,800,000 (excluding VAT) to THB 4,800,000 (excluding VAT). The Lessee will make payment of the reduced rental fees in the following installments:

- 1st tranche of THB 1,000,000 (excluding VAT) to be paid by 1 December 2020;
- 2nd tranche of THB 1,000,000 (excluding VAT) to be paid by 31 July 2021;

- 3rd tranche of THB 1,000,000 (excluding VAT) to be paid by 30 June 2022;
- 4th tranche of THB 1,800,000 (excluding VAT) to be paid by 31 December 2022.

2. Long-term lease for 30 years with the rental rate of no less than the current rate under the Property Lease Agreement. This is to enable the Lessee to request financial support from a financial institution since the Lessee has carried out asset improvement with a higher value than the agreed limit under the Property Lease Agreement, but the Lessee is unable to utilize the property during the lease term under the Property Lease Agreement.

After receiving the said letter, the Management Company discussed with the Lessee about the details and process in the proposal, and eventually came to a conclusion involving two directions for payment of the outstanding rental fees and property lease proposal. The Lessee would like to exercise its right as the Fund' Unitholder to request that the Management Company presents the Lessee's proposal to the Meeting of Unitholders of the Fund in the 2020 Annual General Meeting of Unitholders of the Fund, as follows.

1. Proposal on payment process of the outstanding rental fees

1.1 Compensation benefits for the Unitholders in the form of cash vouchers as previously discussed

The Lessee requests that the Management Company proposes to the Unitholders to consider compensation benefits, with the following details:

1) The Lessee requests for waiver of payment of the outstanding rental fees for April 2020 - December 2020 in the total amount of THB 5,900,000 (excluding VAT).

2) The Lessee agrees to pay rental fees under the Property Lease Agreement for the period starting from January 2021 until expiration of the lease term thereunder in July 2021, at the rate of THB 700,000 (excluding VAT) per month.

3) With respect to the outstanding rental fees for which waiver is sought in clause 1), the Lessee agrees to provide compensation benefits directly to the Unitholders in the form of cash vouchers for use of services in Samui Buri Beach Resort, with the following details:

Outstanding rental fees (April 2020 – December 2020)	THB 5,900,000
Total number of investment units	82,800,000 units
Average value	THB 0.0713 per unit
Compensation conditions/methods	<ul style="list-style-type: none"> • Cash voucher is worth THB 100 each. • Any Unitholder shall receive one cash voucher worth THB 100 for every 1,200 investment units held. • Any Unitholder holding less than 1,200 investment units shall receive one cash voucher worth THB 100.
Total number of cash vouchers	69,133 vouchers
Total value of cash vouchers	THB 6,913,300

4) The Management Company will coordinate the distribution of said cash vouchers to the Unitholders.

1.2 Cash payment, together with request for debt reduction and payment period extension.

1) The outstanding rental fees for April 2020 - October 2020 and the rental fees to be accrued under the Property Lease Agreement for November 2020 - July 2021 in the total amount of THB 10,800,000 (excluding VAT) are to be reduced to THB 5,500,000 (excluding VAT).

2) The Lessee requests that it pay the reduced rental fees in the following installments:

- 1st tranche of THB 1,000,000 (excluding VAT) to be paid by 1 December 2020;
- 2nd tranche of THB 1,000,000 (excluding VAT) to be paid by 31 July 2021;
- 3rd tranche of THB 1,000,000 (excluding VAT) to be paid by 30 June 2022;
- 4th tranche of THB 1,000,000 (excluding VAT) to be paid by 31 December 2022;
- 5th tranche of THB 1,500,000 (excluding VAT) to be paid by 30 June 2023.

2. Property lease proposal

The Lessee proposes that it rents the property from the Fund. The details of the lease term and principal conditions are shown below.

Lease term	30 years	
	Fixed rent (monthly)	Variable rent (yearly) Fund/Lessee's share of net operating profit (%)
1st – 3rd year	THB 700,000	-
4th – 5th year	THB 700,000	20/80
6th – 10th year	THB 1,000,000	30/70
11th – 20th year	THB 1,200,000	40/60
21st – 30th year	THB 1,500,000	50/50

1. The Lessee agrees to, by 30 April 2021, submit to the Fund a total of 12 post-dated checks to pay for the fixed rent (monthly) in the 1st year (for August 2021 - July 2022).

2. The Fund will appoint an auditor to review the Lessee's account for the purposes of profit and loss calculation and variable rent calculation.

3. The operating profit to be used in the profit share calculation means the operating profit after deducting improvement expenses (approved by the Fund before improvement is carried out) and fixed rent in the applicable year.

4. The Lessee agrees to pay the Fund a profit share once a year (except for the 1st – 3rd year of the lease term) within October of every year (that is, within 90 days from the end of the lease year).

Legal advisor's opinion

The Fund's prospectus with respect to the Management Company's rights, duties and responsibilities prescribes that the Management Company shall have the right to manage the Fund's assets to be in accordance with the law on securities and exchange, as well as any other relevant notifications, and in compliance with the investment objectives, criteria and limitations, approved projects, and agreements that have been made. The Management Company shall oversee and manage the Fund with honesty, knowledge, expertise, and standard or professional care and vigilance for the utmost benefit of all Unitholders pursuant to the Notification of Capital Market Supervisory Board No. TorNor. 36/2562 Re: Property Fund Management, dated 25 April 2019.

Therefore, the Management Company has no authority to exercise its discretion in agreeing to the waiver of outstanding rental fees or rent reduction requested by the Lessee as such action is not in accordance with the Lease Agreement and will result in the Fund losing the right to receive full

payment under the Lease Agreement. Furthermore, even though the current Property Lease Agreement is made for the purpose of extension of the lease term from that prescribed under the temporary lease agreement, the material lease terms and conditions were originally approved by the Unitholders' Meeting. Therefore, change to the lease terms and conditions which result in adverse effects on the Fund is under the Unitholders' authority to approve by a resolution of the Unitholders' Meeting.

If the Unitholders' Meeting resolves to disapprove both directions as proposed by the Lessee, the Fund, by the Management Company, will be required to enforce the claim for payment by the Lessee of all outstanding rental fees, together with interest, under the Property Lease Agreement, by taking civil and criminal judicial actions against the Lessee for breach of the Property Lease Agreement and cheque related offense, respectively. In this regard, the Management Company has appointed a lawyer to proceed with filing of a complaint with the inquiry officer of Koh Samui Police Station, Surat Thani Province, to take legal action against the Lessee and its authorized directors.

Moreover, the current Property Lease Agreement contains the 2nd extension of the lease term under the temporary lease agreement, dated 30 January 2017, for which the Fund, Lessee and relevant parties made a compromise agreement in court to settle the dispute between them on 30 January 2017. The compromise agreement prescribes that the temporary lease agreement shall be an integral part thereof. The temporary lease agreement gives the parties an opportunity to extend the lease term thereunder, and when the extended temporary lease expires, the Lessee is obligated to return possession of the property and transfer the hotel business license and any other existing licenses used in the hotel business operation to the Fund or its designee within the timeframe determined by the Fund. As the current Property Lease Agreement is for extension of the lease term under the temporary lease agreement, the Fund may enforce return of the leased property and transfer of the hotel business license and any other licensed used in the hotel business operation in the Lessee's possession to the Fund or its designee upon expiration of the extended temporary lease, without the need to bring a new action. The Fund, as the judgment creditor, is entitled to petition to the court for execution in accordance with the compromise agreement and consent judgment. Nonetheless, as the extension of the lease term under the current Property Lease Agreement involves several terms and conditions different from those under the temporary lease agreement annexed to the compromise agreement, there is a risk that this could be challenged as to it being an entering into of a new lease agreement instead of an extension of the lease term under the temporary lease agreement. If the court views the said challenge favorably, the Fund would not be able to enforce return of the leased property and transfer of the required licenses to the Fund under the temporary lease agreement which is an integral part of the compromise agreement. The Fund will have to take action

under the law by filing a new action to evict the Lessee from the property, which will necessitate funding and time to proceed.

With respect to the Lessee’s property lease proposal, if the Unitholders’ Meeting considers it and approves such proposal, the Fund, as the Lessor, shall enter into a new property lease agreement with the principal terms and conditions in conformity with the resolution of the Unitholders’ Meeting. This entering into of a 30-year property lease agreement as proposed by the Lessee shall be deemed an entering into of a new property lease agreement because it involves a long-term lease, not a temporary lease under the temporary lease agreement, which will result in the Fund’s inability to enforce the compromise agreement. Therefore, if the Fund and Lessee enters into a new property lease agreement and the Lessee fails to comply with any terms or conditions thereof, causing termination of the Agreement, the Fund will be required to take action under the law in order to enforce its rights thereunder, as well as to evict the Lessee from the property, by means of bringing a new action.

Management Company’s opinion

The Management Company considered the effects on the Fund and benefits that the Unitholders will receive from both courses of action, which can be summarized as follows.

	Effects on the Fund	Effects on the Unitholders
1. Compensation benefits for the Unitholders in the form of cash vouchers	<ul style="list-style-type: none"> • The cash vouchers will not be counted as the Fund’s income. • The outstanding rental fees of THB 5,900,000 will be written off as bad debt. • The Fund will begin recognizing rental income from January 2021 until expiration of the Agreement in the total amount of THB 4,900,000. 	<ul style="list-style-type: none"> • The Unitholders will receive cash vouchers directly in lieu of outstanding rental fees. • Due to the reduced rental fees, it is expected that the Unitholders might not receive dividends.
2. Cash payment with request for debt reduction and payment period extension	<ul style="list-style-type: none"> • The outstanding rent for which reduction is sought in the amount of THB 5,300,000 will be written off as bad debt. 	<ul style="list-style-type: none"> • Due to the reduced rental fees, it is expected that the Unitholders might not receive dividends.

	Effects on the Fund	Effects on the Unitholders
	<ul style="list-style-type: none"> • The Fund will receive debt payment in cash installments in the total amount of THB 5,500,000 within a period of 30 months. • The dividends will be calculated based on profit and loss and paid in accordance with the criteria specified in the prospectus. 	

In this case, the Management Company is of the view that the effects on the Fund from following both courses action are slightly different as to write-off of outstanding rental fees in the amount of THB 5,900,000 and amount of THB 5,300,000. However, there is significant difference in rental fees to be received by the Fund in cash, that is, the Fund will receive a total rent of THB 4,900,000 within seven months with respect to the course of action where the Unitholders will be compensated for their benefits in the form of cash vouchers, while the Fund will receive a total rent of THB 5,500,000 within 30 months in the event of cash payment with request for debt reduction and payment period extension.

Considering the effects on the Fund’s Unitholders, the Management Company views that, the Fund will have to write off bad debt which might result in the Fund having no operating profit to be paid as dividends to the Unitholders. With respect to compensation benefits for the Unitholders in the form of cash vouchers, the Unitholders will be entitled to receive cash vouchers for utilization of the property pro rata to their existing investment ratio or at least at the value of THB 100. For cash payment with request for debt reduction and payment period extension, the Unitholders will not be entitled to receive any other benefits to compensate for nonreceipt of dividends from the Fund.

In summary, the Management Company opines that the course of action where the Unitholders are to be compensated in the form of cash vouchers will enable the Unitholders to receive more and direct benefits in comparison to the course of action where payment is to be made in cash, with the request for debt reduction and payment period extension.

Nonetheless, if the Unitholders resolve to disapprove both directions, the Management Company will further proceed with enforcing the terms and conditions of the Property Lease Agreement.

This agenda item which includes the proposal for the Fund's Unitholders' consideration and resolution is divided into two sub-agenda items due to their continuous nature. However, if the Unitholders resolve to approve action following the direction proposed in Agenda 6.1, the matter in Agenda 6.2 will not be considered, and the Management Company will further propose the matter in Agenda 6.3 for the Unitholders' consideration and acknowledgement.

The Chairman answered the question from Mr. Sakchai Sakulsrimontri, Unitholder, that the cash vouchers proposed by the Lessee shall be valid for the term of the Property Lease Agreement, which would terminate in July 2021.

The Chairman gave the Meeting additional clarification that regardless of whether the Meeting resolves to approve compensation benefits for the Unitholders in the form of cash vouchers or to approve debt reduction and payment period extension, the Management Company will, at the same time, seek for a new purchaser or lessee. Then, the Chairman answered the question from Mr. Sakchai Sakulsrimontri, Unitholder, that in the case that an offer to purchase the property was made, the Management Company would immediately pay the purchase amount back to the Unitholders. With regard to the rental fees to be paid by the Lessee during the extended period, the Management Company will pay the said rental fees back to the Unitholders after taking into account the cost of paying such money back to the Unitholders for each scheduled installment payment.

Mrs. Suratsawadee Khamtian, proxy, offered her opinion that as the land is of high value, the Fund should request for approval from the Office of the Securities and Exchange Commission to suspend annual operations to reduce the Fund's expenses and to consider selling properties once the economic condition recovers.

Mr. Sawong Dhangwatnotai, proxy, offered his opinion that if there is to be debt reduction and payment period extension as proposed by the Lessee, a memorandum of understanding should be drafted with the condition that if the Lessee defaults on any one of the payment installments thereunder, the Fund may enforce payment of all outstanding rental fees under the Property Lease Agreement from the Lessee.

Ms. Narumon Sombatthanasuk, Unitholder, opined that if debt reduction as proposed by the Lessee per Agenda 6.2 was approved, the payment period should not be extended as the debt that the Lessee requested to be reduced was in a large enough amount. Mr. Thiti Kumnerddee, legal advisor, stated that the Lessee's proposal had been negotiated and bargained for. If the Meeting resolves to

approve either process, the Management Company is still able to consider the opinions and the recommendations of the Unitholders for further negotiation. However, the voting required in this agenda is for the purpose of clear and valid resolution of the Unitholders for further action. Therefore, it is necessary to request the Unitholders to consider the details of the proposal as described in the invitation letter for voting.

The Chairman answered the question from Mr. Danaikan Inthapong, proxy of Krungthai Panich Insurance PCL concerning the source of funding from which the Lessee shall pay rental fees. The Lessee will pay the rental fees with the money from its business, which causes the Lessee to propose an extension of the payment period as the Lessee's business might take a long time to recover.

Mr. Thiti Kumnerddee, legal advisor, answered the question from Mr. Ketsudech Kampaengkaew, Unitholder, pertaining to the Fund's legal rights. If the Lessee continues to default on payment of rental fees after debt reduction, the Fund still has the right to cancel the Agreement, which will result in the debt reduction under the Agreement being canceled as well, and the Fund will be able to enforce payment of the outstanding rental fees in full under the Lease Agreement from the Lessee.

The Chairman gave additional clarification to the Meeting as follows. If the Meeting resolves to disapprove action in the directions proposed both in Agenda 6.1 and Agenda 6.2, it may affect the process of seeking for a lessee or purchaser, which possibly causes the lessee or purchase to have no confidence in the delivery of the Fund's property while legal execution action is taking place as the Fund is obligated to disclose and clarify the legal execution through the SET. In such case, the Fund will also bear an increased expense burden from the lawyer's fee for the legal execution action.

Mr. Thiti Kumnerddee, legal advisor, answered the question from Mr. Ketsudech Kampaengkaew, Unitholder, that enforcement of the Lease Agreement in the case that the Meeting approved action in the direction proposed in Agenda 6.2 would commence only upon the debtor's default on one of the reduced rental payment installments. In comparison, in the case where the Meeting disapproves action in both directions proposed, the Fund will be able to immediately carry out the enforcement of the Lease Agreement.

Mr. Sawong Dhangwatnotai, proxy, opined that there was a possibility that the Lessee would not return the property upon expiration of the Lease Agreement if the Lessee was not selected in the bidding process, which might cause the chosen purchaser or lessee to file a legal execution action against the Fund for delivery of the said property.

Agenda 6.1: To consider and approve the compensation benefits for the Unitholders in the form of cash vouchers (For Approval)

For this agenda, the Management Company hereby proposes to the Unitholders to consider approving or disapproving the compensation benefits for the Unitholders in the form of cash vouchers, with the details shown below.

1) The Lessee requests for waiver of payment of the outstanding rental fees for April 2020 - December 2020 in the total amount of THB 5,900,000 (excluding VAT).

2) The Lessee agrees to pay rental fees under the Property Lease Agreement for the period starting from January 2021 until expiration of the lease term thereunder in July 2021, at the rate of THB 700,000 (excluding VAT) per month.

3) With respect to the outstanding rental fees for which waiver is sought in clause 1), the Lessee agrees to provide compensation benefits directly to the Unitholders in the form of cash vouchers for use of services in Samui Buri Beach Resort, with the following details.

Outstanding rental fees (April 2020 – December 2020)	THB 5,900,000
Total number of investment units	82,800,000 units
Average value	THB 0.0713 per unit
Compensation conditions/methods	<ul style="list-style-type: none"> • Cash voucher is worth THB 100 each. • Any Unitholder shall receive one cash voucher worth THB 100 for every 1,200 investment units held. • Any Unitholder holding less than 1,200 investment units shall receive one cash voucher worth THB 100.
Total number of cash vouchers	69,133 vouchers
Total value of cash vouchers	THB 6,913,300

4) The Management Company will coordinate the distribution of said cash vouchers to the Unitholders.

As the waiver of payment of the outstanding rental fees per the Lessee’s proposal means the Fund will be managed in the direction which does not go in accord with the agreement made by the Fund, which will result in the Unitholders’ loss of receivable benefits, it is therefore not under the Management Company’s authority to consider under relevant rules and the prospectus for offering for sale of the investment units. This action requires a resolution of the Unitholders.

If the Lessee wishes to provide cash vouchers directly to the Unitholders as compensation benefits, with the Management Company being responsible for distributing them to the Unitholders, the cash voucher value shall neither be regarded as the Fund's income nor acceptance of rental debt payment with other assets because it is provision of benefits to the Unitholders, not debt repayment under the Lease Agreement to the Fund, as the lessor. It is also not deemed as dividend payment to the Unitholders as dividend payment is made from the Fund's retained earnings or net profit in the event that the Fund's profit meets the criteria prescribed under clause 7 of the prospectus. If the Unitholders' Meeting resolves to approve the Fund to take action in the said direction, which includes granting the Lessee waiver of payment of the outstanding rental fees, the outstanding rental debt shall be deemed to have been extinguished upon an agreement between the Fund and Lessee in writing. The terms and conditions of the waiver of debt repayment and rental debt payment must be in accordance with the resolution of the Unitholders' Meeting.

The Management Company is of the view that the Fund will be affected by the write-off of the outstanding rental fees for April 2020 - December 2020 in the total amount of THB 5,900,000, constituting loss of rental income under the Property Lease Agreement, which may result in the Fund having no operating profit that could be paid as dividends to the Unitholders. However, the Unitholders will be entitled to receive cash vouchers for utilization of the property pro rata to their existing investment ratio or at least at the value of THB 100 to compensate for non-payment of dividends by the Fund to the Unitholders through following such course of action.

Therefore, providing compensation benefits to the Unitholders in the form of cash vouchers is the course of action that directly and better benefits the Unitholders in comparison with cash payment with request for debt reduction and payment period extension. Furthermore, the Lessee agrees to pay rent from January 2021 until expiration of the lease term under the Agreement in July 2021 at the rate of THB 700,000 per month. The Fund will be able to recognize rental income in the total amount of THB 4,900,000 within seven months, which, when comparing with the cash payment with the request for debt reduction and payment period extension, the Fund will be able to receive rental payment within 30 months. The Management Company views that the fact that the Fund can begin recognizing rental income starting from January 2021 until expiration of the lease term under the Agreement will be more beneficial to the Fund and Unitholders.

Resolution

The Meeting resolved to disapprove the compensation benefits for the Unitholders in the form of cash vouchers, with the number of votes as follows:

Approve	5,604,589 units	or	equivalent to	13.1114 percent*
Disapprove	37,141,401 units	or	equivalent to	86.8886 percent*
Abstain	0 units	or	equivalent to	0 percent*
Void Ballot	0 units	or	equivalent to	0 percent*

**Percentage of the total number of investment units held by the Unitholders attending the Meeting and having the right to vote.*

Unitholders with special interest

Based on the list of the Fund's Unitholders as of 24 November 2020, the Unitholders with special interest which are not entitled to vote on this agenda are Samui Buri Beach Resort Co., Ltd., holding 85,500 investment units, and Ms. Pornpat Praprutchob, holding 12,920 investment units, or equivalent to an aggregate of 0.12 percent of the total number of issued investment units of the Fund, that will not be included by the Management Company in the vote counting for this agenda item.

For this agenda, there were additional 20 Unitholders who attended the Meeting, holding 1,030,617 investment units. The total number of investment units held by the Unitholders attending the Meeting and having the right to vote equaled 42,745,990 units.

Agenda 6.2: To consider and approve debt reduction and payment period extension (For Approval)

If the Unitholders resolve to disapprove the proposal per this Agenda 6.2, the Management Company will further proceed with enforcement of the terms and conditions of the Property Lease Agreement.

For this agenda, the Management Company requests that the Unitholders consider approving or disapproving the debt reduction and payment period extension, with the details shown below.

- 1) The outstanding rental fees for April 2020 - October 2020 and the rental fees to be accrued under the Property Lease Agreement for November 2020 - July 2021 in the total amount of THB 10,800,000 (excluding VAT) are to be reduced to THB 5,500,000 (excluding VAT).

2) The Lessee requests that it pay the reduced rental fees in the following installments:

- 1st tranche of THB 1,000,000 (excluding VAT) to be paid by 1 December 2020;
- 2nd tranche of THB 1,000,000 (excluding VAT) to be paid by 31 July 2021;
- 3rd tranche of THB 1,000,000 (excluding VAT) to be paid by 30 June 2022;
- 4th tranche of THB 1,000,000 (excluding VAT) to be paid by 31 December 2022;
- 5th tranche of THB 1,500,000 (excluding VAT) to be paid by 30 June 2023.

The reduction of the entire rental debt as proposed by the Lessee is considered management of the Fund that does not conform to the agreement made by the Fund, which will result in the Unitholders' loss of receivable benefits. This matter is therefore not under the Management Company's authority to consider under relevant rules and the prospectus for offering for sale of the investment units. This action requires a resolution of the Unitholders, like the case in Agenda 6.1 above. If the Unitholders' Meeting resolves to approve taking action in the direction stated in this agenda item, the Fund and Lessee shall enter into an addendum to the Property Lease Agreement for the purposes of reduction of the total rental fees thereunder and determination of the conditions for payment of the reduced rental fees, the subject matter of which shall be in accordance with the resolution of the Unitholders' Meeting.

The Management Company views that the reduction of the outstanding rental fees from the original amount of THB 10,800,000 to THB 5,500,000 will result in the Fund being affected by the bad debt write-off of the THB 5,300,000 outstanding rental fees. This is considered loss of rental income under the Property Lease Agreement, which may result in the Fund's having no operating profit that could be paid as dividends to the Unitholders, like the case in Agenda 6.1 above. In this case, the Unitholders will not receive any other benefits to compensate for suspension of the Fund's dividend payments, in comparison with the course of action in which the Unitholders are to be compensated for benefits in the form of cash vouchers for use of services in Samui Buri Beach Resort. In addition, the Lessee requests that it pay the reduced rental fees in five installments commencing from December 2020 to June 2023, as a result, the Fund will be able to recognize the rental income under the Agreement in the amount of THB 5,500,000 within 30 months, which is a significantly longer period than following the direction in Agenda 6.1. Therefore, the Management Company opines that the debt reduction and payment period extension may affect the Fund's liquidity, causing it to be unable to recognize the total rental income under the Property Lease Agreement in the near future or to handle possible future fluctuation, and that the Fund's financial status may be a limitation in the Fund's operation afterwards.

Resolution

The Meeting resolved to disapprove the debt reduction and payment period extension, with the number of votes as follows:

Approve	21,170,489 units	or	equivalent to	49.5236 percent*
Disapprove	21,475,501 units	or	equivalent to	50.2398 percent*
Abstain	100,000 units	or	equivalent to	0.2339 percent*
Void Ballot	0 units	or	equivalent to	0 percent*

**Percentage of the total number of investment units held by the Unitholders attending the Meeting and having the right to vote.*

Unitholders with special interest

Based on the list of the Fund’s Unitholders as of 24 November 2020, the Unitholders with special interest which are not entitled to vote on this agenda are Samui Buri Beach Resort Co., Ltd., holding 85,500 investment units, and Ms. Pornpat Praprutchob, holding 12,920 investment units, or equivalent to an aggregate of 0.12 percent of the total number of issued investment units of the Fund, that will not be included by the Management Company in the vote counting for this agenda item.

Agenda 6.3: To consider and acknowledge withdrawal of the Lessee’s property lease proposal (For Acknowledgement)

The Chairman informed the Meeting that as the Management Company has indicated the reason and necessity for arranging the bidding in accordance with the schedule stated in Agenda 3, and the Lessee has informed the Management Company of the withdrawal of its property lease proposal, in which case the Lessee may further consider submitting an offer in the bidding process, consideration of this agenda is not required due to change in facts and circumstances.

The Management Company will hold an extraordinary general meeting of Unitholders of the Fund and propose that the Unitholder’s Meeting consider the bidding result and approve further action involving the Fund’s property.

No Unitholders raised any opinion or question. The Meeting acknowledged as informed by the Chairman.

Agenda 7: Other matters (if any)

The Chairman asked whether any Unitholder had any additional questions.

There were no additional questions from the Unitholders, and no other business to be considered, therefore, the Chairman declared the Meeting closed at approximately 12.10 p.m.



(Mr. Suttipan Kreemaha)
Chairman of the Meeting