

Amendment to Conflict of Interest Prevention Measures

Rationale and Justification

Following the disposal of warehouse buildings and utility systems by Pinthong Industrial Park Public Company Limited (the “Company”) to Jutha Wan Metal Co., Ltd. (“Jutha Wan Metal”), both of the Company and Jutha Wan Metal will engage in property development for lease. The details are as follows:

The Company engages in the development of industrial estates, the provision of utility services, and the leasing of factory buildings and warehouses. In addition, the Company acts as the property manager of factory buildings and/or warehouses of a real estate investment trust, and serves as the project manager of the Pinthong Logistics Park project, under which the Company has been granted the right to install solar power generation systems within the project.

Jutha Wan Metal Co., Ltd. engages in the distribution of stainless steel and mold steel products, as well as in land development and warehouse leasing solely for the Pinthong Logistics Park project. Jutha Wan Metal Co., Ltd. holds ownership of the land and has invested in the development of such project. The company will not expand the project area or undertake any additional projects.

In order to ensure clarity and avoid any overlap, as well as to prevent potential business competition and to serve the best interests of the Company, Jutha Wan Metal has established a clearly defined scope and business framework, limited specifically to the Pinthong Logistics Park project. The land for such project has been owned by Jutha Wan Metal since prior to the Company’s initial public offering (IPO).

The key terms of the business framework agreement can be summarized as follows:

Parties: The Company and Jutha Wan Metal Co., Ltd. (“The Promisor”)

Term of the Agreement: From the date of execution of the agreement until the date on which the Promisor ceases to be a Person Who May Have a Conflict of Interest with the Company (as defined under the notifications of the Securities and Exchange Commission), for a period of 3 years.

Key Conditions: The parties agree that the counterparty, **Jutha Wan Metal Co., Ltd.** (“Jutha Wan Metal”), shall not engage, whether directly or indirectly, in any business that competes with the Company. In this regard, Jutha Wan Metal shall not operate a business involving the development and management of industrial estates, including the development of real estate in the form of factory buildings and/or warehouses for lease and/or sale to industrial operators, except for the lease and/or sale of warehouses located on land within the Pinthong Logistics Park project as specified in the agreement.

From the date on which the parties execute the agreement until the date on which the Promisor to qualify as a Person Who May Have a Conflict of Interest with the Company (as defined under the relevant notifications of the Securities and Exchange Commission), for a period of 3 years, The Promisor agrees not to expand any additional areas for factory and/or warehouse development for lease and/or sale.

Jutha Wan Metal agrees that, in the event it intends to sell, transfer, or lease any land and/or buildings specified in this agreement, whether in whole or in part, to any third party (except for sales or leases to retail customers or through agents of such retail customers), it shall grant the Company a right of first refusal. Jutha Wan Metal shall submit a written offer to the Company specifying relevant details, and the Company shall respond within 90 days from the date of receipt of such written offer. If the Company does not respond within the specified period, it shall be deemed that the Company has waived such right.

The terms offered to third parties must not be more favorable than those offered to the Company. However, the Company may request an extension of the response period as necessary, provided that the total extension period shall not exceed 120 days.

**Termination of the
Agreement:**

In the event of any dispute, controversy, or claim arising from or in connection with any breach of the agreement, the parties agree to negotiate in good faith to resolve such dispute within 30 days from the date on which the breaching party receives written notice from the other party.

If the parties are unable to reach an amicable resolution within such 30-day period, the non-breaching party may issue a written notice requiring the breaching party to remedy the breach within 60 days from the date of receipt of such notice. If the breach is not remedied

within the specified period, the non-breaching party shall have the right to terminate the agreement and claim damages, including legal fees and other related expenses.

In the event that the Company considers any agenda relating to the exercise of its right of first refusal to invest in assets of the Pinthong Logistics Park project, directors who have an interest in such matter shall leave the meeting room and abstain from voting on that agenda. This is to allow non-interested directors to express their opinions independently and to vote freely, ensuring that there is no transfer of benefits and that the Company is managed in the best interests of the Company and its shareholders.

The Company shall also ensure that such actions comply with the notifications of the Capital Market Supervisory Board, the Office of the Securities and Exchange Commission, Thailand, and/or other relevant regulations.
