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Ref: PRIME130/2025

1 December 2025

Subject: Schedule of the meeting date and agenda for the Debenture Holders' meeting of Prime Road Power Public Company Limited No. 3/2025 for the debenture series PRIME253B, PRIME253A, PRIME25DA and PRIME25DB

To: President
The Stock Exchange of Thailand

Prime Road Power Public Company Limited (the “**company**”) held the Debenture Holders’ Meeting No.2/2025 of the debenture holders of Prime Road Power Public Company Limited, having the aggregate value of THB 2,049,500,000, amount 4 series as detailed below:

- (1) Debentures of Prime Road Power Public Company Limited No. 1/2023, Series 1, due in 2026, with the second extension of the maturity date and a call option for the issuer, with additional security to be provided thereafter or **PRIME253B**
- (2) Debentures of Prime Road Power Public Company Limited No. 1/2022, due in 2026, with the second extension of the maturity date and a call option for the issuer, with additional security to be provided thereafter or **PRIME253A**
- (3) Debentures of Prime Road Power Public Company Limited No. 2/2022, due in 2026, with the first extension of the maturity date and a call option for the issuer, with additional security to be provided thereafter or **PRIME25DA**
- (4) Debentures of Prime Road Power Public Company Limited No. 1/2023, Series 2, due in 2026, with the first extension of the maturity date and a call option for the issuer, with additional security to be provided thereafter or **PRIME25DB**

The meeting will be held on 9 December 2025, at 14:00 p.m. The meetings will be conducted electronically (E-meeting) and live-streamed from the meeting room 16th Floor of Prime Road Public Company Limited No. 1, TP & T Tower, Soi Vibhavadi Rangsit 19, Vibhavadi Rangsit Road, Chatuchak, Bangkok, to consider the meeting agenda as follows:

PRIME253B

Agenda 1 Consider and approve a waiver of the event of default under the Terms and Conditions, and to approve the cancellation of the declaration of an immediate maturity (Call Default) as per the letter from the Debenture Holders’ Representative. Additionally, consider and approve the cancellation of any related actions taken by the Debenture Holders’ Representative in connection concerning the event of default, as detailed below:

- a. To waive the failure of the company to pay no less than 30 percent of the principal amount of the debentures per unit as of the debenture issuance date, together with the interest due on the maturity date, which shall not be considered an event of default under Clause 11.1 (a) of the Terms and Conditions.
 - b. To cancel the Debenture Holders' Representative's declaration of an immediate maturity (Call Default) as per the letter issued by the Debenture holders' Representative, including the cancellation of any related actions taken by the Debenture holders' Representative regarding the aforementioned event of default. Including but not limited to the cancellation of the demand for default interest payment pursuant to the letter issued by the Debenture Holders' Representative.
 - c. To waive for the company's failure to repay any debt obligation exceeding THB 300,000,000 in aggregate, due to the company's failure to repay within the specified due date, shall not be considered an event of default under Clause 11.1 (d) of the Terms and Conditions (Cross Default).
 - d. To waive that (1) the company's failure to repay the principal and interest of the debentures PRIME253B PRIME253A PRIME25DA and PRIME25DB a partial amount totaling not less than 30 percent of the par value per unit on the debenture issuance date with the interest on the due date, and/or (2) the company's proposal to the Debenture Holders' Meeting No. 3/2025 to amend the debenture repayment conditions, which involves a combined debt amount exceeding THB 300,000,000, shall not be considered an event of default under Clause 11.1 (j) of the Terms and Conditions.
- Agenda 2 Consider and approve an amendment to partially repay the principal amount of the debentures, totaling no less than 30 percent of the par value per unit as of the issuance date, in accordance with the resolution approved at the Debenture Holders' Meeting No. 2/2025 (rescheduled) on 29 August 2025 and as stipulated in Clause 10.1 of the Terms and Conditions, originally due on 28 November 2025, the payment deadline has been revised to 27 February 2026, where the company agrees to grant a special return at the rate of 2.00 percent per annum for the period in which the company has requested to extend the due date for the repayment of a partial amount totaling not less than 30 percent of the debenture principal, including the consideration and approval of the amendment of the Terms and Conditions and all relevant documents to align with this change.
- Agenda 3 Consider and approve the amendment of the Terms and Conditions by cancelling Clause 10.5 (f) regarding the payment of the early redemption fee, in order to allow the Issuer to exercise the right to redeem the debentures, whether in whole or in part, prior to maturity without being required to pay any early redemption fee.

Agenda 4 Consider and approve the amendment to Clause 7.2 (t) of the Terms and Conditions by adding the obligation of the issuer to apply the security deposit provided under the Bank Guarantee No. 594607 dated 12 September 2025 in the amount of THB 102.97 million, issued by GREENYELLOW CHSPP Pte Ltd., the purchaser of the Ground Mounted PV Power Plant project, as performance security, to repay the debentures to the debenture holders on a pro rata basis in accordance with the outstanding principal amount of each debenture series, in the event that the company receives such security deposit due to the purchaser's failure to make payment of the first installment of the purchase price on the Closing Date.

Agenda 5 Consider the other matters (if any).

PRIME253A

Agenda 1 Consider and approve a waiver of the event of default under the Terms and Conditions, and to approve the cancellation of the declaration of an immediate maturity (Call Default) as per the letter from the Debenture Holders' Representative. Additionally, consider and approve the cancellation of any related actions taken by the Debenture Holders' Representative in connection concerning the event of default, as detailed below:

- a. To waive the failure of the company to pay no less than 30 percent of the principal amount of the debentures per unit as of the debenture issuance date, together with the interest due on the maturity date, which shall not be considered an event of default under Clause 11.1 (a) of the Terms and Conditions.
- b. To cancel the Debenture Holders' Representative's declaration of an immediate maturity (Call Default) as per the letter issued by the Debenture holders' Representative, including the cancellation of any related actions taken by the Debenture holders' Representative regarding the aforementioned event of default. Including but not limited to the cancellation of the demand for default interest payment pursuant to the letter issued by the Debenture holders' Representative.
- c. To waive for the company's failure to repay any debt obligation exceeding THB 300,000,000 in aggregate, due to the company's failure to repay within the specified due date, shall not be considered an event of default under Clause 11.1 (d) of the Terms and Conditions (Cross Default).
- d. To waive that (1) the company's failure to repay the principal and interest of the debentures PRIME253B PRIME253A PRIME25DA and PRIME25DB a partial amount totaling not less than 30 percent of the par value per unit on the debenture issuance date with the interest on the due date, and/or (2) the company's proposal to the Debenture Holders' Meeting No. 3/2025 to amend the debenture repayment conditions, which involves a combined debt amount exceeding THB

300,000,000, shall not be considered an event of default under Clause 11.1 (j) of the Terms and Conditions.

Agenda 2 Consider and approve an amendment to partially repay the principal amount of the debentures, totaling no less than 30 percent of the par value per unit as of the issuance date, in accordance with the resolution approved at the Debenture Holders' Meeting No. 2/2025 on 22 August 2025 and as stipulated in Clause 10.1 of the Terms and Conditions, originally due on 28 November 2025, the payment deadline has been revised to 27 February 2026, where the company agrees to grant a special return at the rate of 2.00 percent per annum for the period in which the company has requested to extend the due date for the repayment of a partial amount totaling not less than 30 percent of the debenture principal, including the consideration and approval of the amendment of the Terms and Conditions and all relevant documents to align with this change.

Agenda 3 Consider and approve the amendment of the Terms and Conditions by cancelling Clause 10.5 (f) regarding the payment of the early redemption fee, in order to allow the Issuer to exercise the right to redeem the debentures, whether in whole or in part, prior to maturity without being required to pay any early redemption fee.

Agenda 4 Consider and approve the amendment to Clause 7.2 (q) of the Terms and Conditions by adding the obligation of the issuer to apply the security deposit provided under the Bank Guarantee No. 594607 dated 12 September 2025 in the amount of THB 102.97 million, issued by GREENYELLOW CHSPP Pte Ltd., the purchaser of the Ground Mounted PV Power Plant project, as performance security, to repay the debentures to the debenture holders on a pro rata basis in accordance with the outstanding principal amount of each debenture series, in the event that the company receives such security deposit due to the purchaser's failure to make payment of the first installment of the purchase price on the Closing Date.

Agenda 5 Consider and approve the following matters

- (a) To defer partial of the interest payment for the interest installment due on 10 December 2025, covering the period from (and including) 10 September 2025 until (but excluding) 28 November 2025, at an interest rate of 6.00 percent per annum. The deferred interest shall be accumulated and paid together with the partial principal repayment, in a total amount of not less than 30 percent of the par value per unit as of the debenture issuance date, on 27 February 2026. For the remaining interest portion at the rate of 6.00 percent per annum, covering the period from (and including) 28 November 2025 until (but excluding) 10 December 2025, the company shall make payment to the debenture holders on the original interest payment date of 10 December 2025. The company also agrees to provide an additional return at the rate of 2.00 percent per annum for the deferred interest portion mentioned above.

- (b) To waive for the company's inability to pay a portion of the interest for the installment due on 10 December 2025, as specified in item (a), on the due date shall not be deemed an event of default under Clause 11.1(a) of the Terms and Conditions, and to cancel any related actions undertaken by the Debenture holders' Representative in connection with such event of default, including but not limited to the cancellation of any demand for default interest made by the Debenture holders' Representative (if any).

Agenda 6 Consider the other matters (if any).

PRIME25DA

Agenda 1 Consider and approve a waiver of the event of default under the Terms and Conditions, and to consider and approve the cancellation the declaration of immediate repayment of the debentures (Call Default) pursuant to the letter issued by the Debenture holders' Representative, including the consideration and approval the cancellation of all related actions taken by the Debenture Holders' Representative regarding the event of default, as per the following details:

- a. To waive for the company's failure to repay a partial amount of the debenture principal, in the aggregate of not less than 30 percent of the par value per unit as of the debenture issuance date, with the interest due on the maturity date, so that such event shall not constitute an event of default under Clause 11.1 (a) of the Terms and Conditions.
- b. To cancel the declaration of immediate repayment of the debentures (Call Default) made by the Debenture holders' Representative pursuant to its letter, and to cancel all related actions undertaken by the Debenture holders' Representative in connection with such event of default, including but not limited to the cancellation of the demand for default interest payment pursuant to the letter issued by the Debenture holders' Representative.
- c. To waive for the company's failure to pay any indebtedness of any nature in the aggregate amount exceeding THB 300,000,000 resulting from the company's non-payment of such debt by its due date, so that such event shall not constitute an Event of Default under Clause 11.1 (d) (Cross Default) of the Terms and Conditions.
- d. To waive for (1) the company's failure to repay a partial amount of the debenture principal of PRIME253B, PRIME253A, PRIME25DA, and PRIME25DB, in the aggregate of not less than 30 percent of the par value per unit as of the debenture issuance date, with the interest due on the maturity date, and/or (2) the company's proposal to the Debenture holders' Meeting No. 3/2025 to amend the repayment terms of the debentures, with the total indebtedness exceeding THB 300,000,000, so that such actions shall not constitute an event of default under Clause 11.1 (j) of the Terms and Conditions.

Agenda 2 Consider and approve the amendment to the repayment schedule of a partial amount of the debenture principal, in the aggregate of not less than 30 percent of the par value per unit as of the debenture issuance date, as previously approved by the Debenture holders' Meeting No. 1/2025 on 25 February 2025 and as stipulated under Clause 10.1 of the Terms and Conditions, by changing the repayment due date from 2 December 2025 to 27 February 2026. The company agrees to provide an additional return at the rate of 2.00 percent per annum for the period during which the company has requested to extend the repayment of such partial principal amount of not less than 30 percent. In addition, to consider and approve the amendment to the Terms and Conditions and any related documents to reflect such modification.

Agenda 3 Consider and approve the amendment to the Terms and Conditions by cancelling Clause 10.5 (f) regarding the payment of the early redemption fee, in order to allow the Issuer to exercise the right to redeem the debentures, whether in whole or in part, prior to maturity without being required to pay any early redemption fee.

Agenda 4 Consider and approve the amendment to Clause 7.2 (q) of the Terms and Conditions by adding the obligation of the Issuer to apply the security deposit under the Bank Guarantee No. 594607 dated 12 September 2025, in the amount of THB 102.97 million, which was provided by GREENYELLOW CHSPP Pte Ltd., the purchaser of the Ground Mounted PV Power Plant project, as performance security, to repay the debentures to the Debenture holders on a pro rata basis in accordance with the outstanding principal amount of each debenture series, in the event that the company receives such security deposit due to the purchaser's failure to make payment of the first installment of the purchase price on the Closing Date.

Agenda 5 Consider the other matters (if any).

PRIME25DB

Agenda 1 Consider and approve a waiver of the event of default under the Terms and Conditions, and to consider and approve the cancellation the declaration of immediate repayment of the debentures (Call Default) pursuant to the letter issued by the Debenture holders' Representative, including the consideration and approval the cancellation of all related actions taken by the Debenture Holders' Representative regarding the event of default, as per the following details:

- a. To waive for the company's failure to repay a partial amount of the debenture principal, in the aggregate of not less than 30 percent of the par value per unit as of the debenture issuance date, with the interest due on the maturity date, so that such event shall not constitute an event of default under Clause 11.1 (a) of the Terms and Conditions.
- b. To cancel the declaration of immediate repayment of the debentures (Call Default) made by the Debenture holders' Representative pursuant to its letter, and to cancel all related actions

undertaken by the Debenture holders' Representative in connection with such event of default, including but not limited to the cancellation of the demand for default interest payment pursuant to the letter issued by the Debenture holders' Representative.

- c. To waive for the company's failure to pay any indebtedness of any nature in the aggregate amount exceeding THB 300,000,000 resulting from the company's non-payment of such debt by its due date, so that such event shall not constitute an Event of Default under Clause 11.1 (d) (Cross Default) of the Terms and Conditions.
- d. To waive for (1) the company's failure to repay a partial amount of the debenture principal of PRIME253B, PRIME253A, PRIME25DA, and PRIME25DB, in the aggregate of not less than 30 percent of the par value per unit as of the debenture issuance date, with the interest due on the maturity date, and/or (2) the company's proposal to the Debenture holders' Meeting No. 3/2025 to amend the repayment terms of the debentures, with the total indebtedness exceeding THB 300,000,000, so that such actions shall not constitute an event of default under Clause 11.1 (j) of the Terms and Conditions.

Agenda 2 Consider and approve the amendment to the repayment schedule of a partial amount of the debenture principal, in the aggregate of not less than 30 percent of the par value per unit as of the debenture issuance date, as previously approved by the Debenture holders' Meeting No. 1/2025 on 25 February 2025 and as stipulated under Clause 10.1 of the Terms and Conditions, by changing the repayment due date from 8 December 2025 to 27 February 2026. The company agrees to provide an additional return at the rate of 2.00 percent per annum for the period during which the company has requested to extend the repayment of such partial principal amount of not less than 30 percent. In addition, to consider and approve the amendment to the Terms and Conditions and any related documents to reflect such modification.

Agenda 3 Consider and approve the amendment to the Terms and Conditions by cancelling Clause 10.5 (f) regarding the payment of the early redemption fee, in order to allow the Issuer to exercise the right to redeem the debentures, whether in whole or in part, prior to maturity without being required to pay any early redemption fee.

Agenda 4 Consider and approve the amendment to Clause 7.2 (t) of the Terms and Conditions by adding the obligation of the Issuer to apply the security deposit under the Bank Guarantee No. 594607 dated 12 September 2025, in the amount of THB 102.97 million, which was provided by GREENYELLOW CHSPP Pte Ltd., the purchaser of the Ground Mounted PV Power Plant project, as performance security, to repay the debentures to the Debenture holders on a pro rata basis in accordance with the outstanding principal amount of each debenture series, in the event that the company receives such security deposit due to the purchaser's failure to make payment of the first installment of the purchase price on the Closing Date.

Agenda 5 Consider the other matters (if any).

In this regard, the company has clarified the debt repayment plan under the new debenture repayment conditions in the invitation letters to the debenture holders' meetings for all 4 series, and further details can be viewed from the announcement published on the website of the Thai Bond Market Association (ThaiBMA).

Please be informed accordingly,

Yours sincerely,

Somprasong Panjalak

(Mr. Somprasong Panjalak)

Chief Executive Officer