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Ref: PRIME133/2025

8 December 2025

Subject: Notification of Cancellation of Agenda Item 5 as Specified in the Letter of the Debenture holders' Meeting of PRIME253A No. 3/2025 dated 1 December 2025

To: President
The Stock Exchange of Thailand

Reference: Notification Letter to the Stock Exchange of Thailand No. PRIME130/2025 regarding 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, dated 1 December 2025.

With reference to the aforementioned notification to the Stock Exchange of Thailand, Prime Road Power Public Company Limited, as the Debenture issuer (the "**company**" or the "**issuer**"), has delivered the Invitation Letter of the Debenture holders' Meeting dated 1 December 2025 to all Debenture holders to convene the Debenture holders' Meeting for the "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" (the "**Debenture**" or "**PRIME253A**"). The Debenture holders' Meeting No. 3/2025 is scheduled to be held on 9 December 2025 at 14.00 hrs. via electronic meeting (E-Meeting). The Debenture holders' Meeting for PRIME253A was convened to consider and approve a total of 5 agenda items as follows:

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

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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.

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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).

In this regard, the company will proceed to pay the full amount of the periodic interest payment due on 10 December 2025, to the debenture holders exactly on the original scheduled date of 10 December 2025 in accordance with the original payment schedule under the Terms and Conditions of the debentures. The company will pay interest at the rate of 6.00 percent per annum, calculated from (and including) 10 September 2025 to (but excluding) 10 December 2025, totaling THB 14,958,904.11. However, as 10 December 2025 is not a business day, the company will make the interest payment for the said interest period to the debenture holders on the next business day, which falls on 11 December 2025.

Accordingly, the company hereby notifies **the cancellation of Agenda Item 5 regarding the partial deferral of the interest payment for the interest period ending on 10 December 2025, and the waiver for such deferral not to constitute an event of default under Clause 11.1(a) of the Terms and Conditions of the debentures, which was previously proposed to the Debenture holders' Meeting of PRIME253A No. 3/2025.** The details of Agenda Item 5 proposed to be cancelled are as specified in the Invitation Letter of the Debenture holders' Meeting dated 1 December 2025, which has already been distributed to all debenture holders. Therefore, at the Debenture holders' Meeting of PRIME253A No. 3/2025 to be held on 9 December 2025, the company will proceed to propose Agenda Items 1 to 4 for consideration and approval of the Debenture holders No.3/2025 accordingly.

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Please be informed accordingly,

Yours sincerely,

Somprasong Panjalak

(Mr. Somprasong Panjalak)

Chief Executive Officer

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