

**Terms and Conditions Governing the Rights and Obligations of Issuer and Holders of Warrants
to Purchase the Newly Issued Ordinary Shares of
Gunkul Engineering Public Company Limited No. 1 (GUNKUL-W)**

The warrants to purchase the newly issued ordinary shares of Gunkul Engineering Public Company Limited No. 1 were issued by Gunkul Engineering Public Company Limited (the “**Company**”) in accordance with the resolution of the Extraordinary General Meeting of Shareholders No. 1/2015 held on August 19, 2015. Holders of the Warrants shall be entitled to the rights as prescribed in the Terms (as defined below), and the Company and the Warrant Holders shall be bound by these Terms in all respects. The Warrant Holders shall be deemed to have a thorough knowledge and understanding of all provisions of these Terms. The Company will maintain a copy of the Terms at its head office and the head office of the Agent Receiving Exercise Intention (if any) to enable the Warrant Holders to inspect such copy of the Terms during the business hours and days of the respective places (as the case may be).

DEFINITION

Words and terms used in the Terms shall have the following meanings:

“ Terms ”	Means	the terms and conditions governing the rights and obligations of Warrants Issuer and Warrant Holders of Gunkul Engineering Public Company Limited to purchase the newly issued ordinary shares of the Company No. 1 (GUNKUL-W)
“ Warrants ”	Means	warrants to purchase the newly issued ordinary shares of the Company No. 1 (GUNKUL-W), in the named certificate and transferable, which are issued to the Company’s existing shareholders, who subscribe for the newly issued shares of the Company
“ Warrants Substitute ”	means	a substitution form of Warrants Certificates issued by Thailand Securities Depository Company Limited
“ Company ”	means	Gunkul Engineering Public Company Limited
“ Warrant Holders ”	means	any legitimate holder(s) of the Warrants including the holder(s) of the Warrants Substitute
“ Register Book ”	means	register book that is recorded by Registrar including the information about the Warrants to purchase ordinary shares and the Warrant Holders
“ Rights of the Warrants ”	means	means all of the rights of the Warrants as stated in the Terms, including but not limited to, the right to purchase the newly-issued ordinary shares, the right to join and vote in the Warrant Holders meeting and the rights to ask for compensation in case the shares issued for the accommodation of Warrants are not enough
“ Business Day ”	means	regular Business Day of the Stock Exchange of Thailand, which is not Saturday and Sunday, or any other day that the Bank of Thailand announces to be a holiday of the Stock Exchange of Thailand

“Notification Thor. Jor. 34/2551”	means	Notification of Capital Market Supervisory Board No. Thor. Jor. 34/2551 re: Application for an Approval and Approval for the Offering of Warrants for Purchase of Newly-issued Ordinary Shares and Reserved Shares to Accommodate the Exercise of Such Warrants
“SEC Office”	means	the Office of the Securities and Exchange Commission
“SET”	means	the Stock Exchange of Thailand
“Agent Receiving Exercise Intention”	means	SCB Securities Company Limited or the another person that the Company will appoint to act as its agent in receiving the intention to exercise the Warrants
“TSD”	means	Thailand Securities Depository Co., Ltd.
“Registrar”	means	Thailand Securities Depository Co., Ltd. and/or other juristic persons appointed to become the registrar for the transfer of Warrants and other responsibility of the registrar of the Warrants

1. Warrants’ Details and Descriptions

The Company issued and allocated the Warrants in the number of up to 91,660,373 units to the existing shareholders of the Company, who subscribe for the newly issued shares of the Company, at no cost, at the allocation ratio of 2 newly issued shares that are subscribed for 1 unit of Warrants. Details of the Warrants are set out as follows:

1.1 Warrants’ Details and Descriptions

Name of Securities	:	Warrants to purchase ordinary shares of Gunkul Engineering Public Company Limited No. 1 (GUNKUL-W)
Type of Warrants	:	In name certificate and transferable
Number of Warrants Issued and Offered	:	Up to 91,660,373 units
Offering Price	:	Baht 0 (Zero) per unit
Exercise Ratio	:	1 unit of Warrants can be exercised to purchase 1 ordinary share (unless there is any right adjustment in accordance to this Terms)
Exercise Price	:	Baht 27 (Twenty-Seven) per share unless there is any adjustment in accordance with the conditions on right adjustment as specified in this Terms
Issuing Date	:	October 1, 2015
Term of Warrants	:	Not exceeding 2 years since the Issuing Date
Expiration Date	:	September 30, 2017

- Allocation Method** : Allocate to shareholders who subscribed for shares in proportionate to their right and Excess Right who have paid subscription price for such shares, at the allocation ratio of 2 newly issued ordinary shares allotted for 1 unit of the Warrant. Any fractions resulted from the allocation of Right Offering shall be rounded down.
- In calculation the number of the Warrants allotted to each shareholder, any fractions resulted from the calculation shall be rounded down and the Company will cancel all unsubscribed Warrants which make the number of Warrants equals to the number that can be divisibly allocated to subscribers.
- Conditions and Durations for the Exercise of Warrants** : Warrant Holders shall exercise their rights on the last Business Day of each quarter (i.e. the last Business Day of March, June, September, December) of each year until the expiration date of the Warrants. The first exercise date will be the last business day of December 2015, which is on December 30, 2015, and the last exercise date will be on the maturity date the Warrants, which is on September 29, 2017 (because September 30, 2017 is not a Business Day).
- In the case that the maturity date of the Warrants is not a Business Day, then, the exercise of Warrant shall be made on the last Business Day before the maturity date. The unexercised Warrants shall remain valid until the maturity date. Any unexercised warrants left after the maturity date shall be revoked.
- Number of Warrants Issued and Offered** : Up to 91,660,373 share or equivalent to 7.14 percent of total number of shares, after including the newly issued shares of right offering to the existing shareholders of the Company.
- Secondary Market for Warrants** : The Company will list the Warrants on the SET.
- Secondary Market for the Shares from Exercising Warrants** : The Company will list the newly issued ordinary shares issued upon the exercise of the Warrants on the SET.
- Dilution Effect** : **1. Control Dilution**
- 1.1 In the event of all shareholders fully subscribe to their rights to purchase newly issued shares and all units of the Warrants are exercised by the shareholders, there will be no effect to the percentage of each shareholder's shareholding in the Company. In the event that none of the shareholders exercises their rights to subscribe to newly issued shares of the Company, the Company will decrease its registered capital by cancelling the remaining newly issued of paid-up registered shares and no effect to control dilution.
- 1.2 In the event of all Warrants have been exercised by

holders who are not existing shareholders of the Company, this will result in the control dilution of existing shareholders for approximately 6.67 percent, compared to shareholding after the right offering and before the issuance and offer of the Warrants to purchase newly issued ordinary shares.

$$= \frac{\text{Number of shares reserved for GUNKUL-W}}{\text{Number of paid-up shares + Number of shares reserved for GUNKUL-W}}$$

$$= \frac{91,660,373}{1,283,245,216 + 91,660,373}$$

$$= 6.67 \text{ percent}$$

2. Price Dilution

2.1 After the right offering but before the issuance of the Warrants, the Company's shares will be affected from price dilution at 2.65 percent.

2.2 After the right offering and the issuance and offer of Warrants to purchase newly issued ordinary shares, the Company's shares will be affected from price dilution at 2.47 percent.

The calculation of price dilution from the right offering of the shares

$$= \frac{\text{Market Price before the offering} - \text{Market Price after RO}}{\text{Market Price before offering}}$$

$$= \frac{27.00 - 26.29}{27.00}$$

= 2.65 percent

Market Price after the offering

$$= \frac{(\text{market price} \times \text{number of shares}) + (\text{RO price} \times \text{number of RO})}{\text{Number of shares} + \text{number of RO}}$$

$$= \frac{27.00 \times 1,099,924,471 + 22.00 \times 183,320,745}{1,099,924,471 + 183,320,745}$$

= THB 26.29 per share

The calculation of price dilution from the issuance of RO and Warrants

$$= \frac{\text{Market Price before the offering} - \text{Market Price after RO and Warrants}}{\text{Market Price before offering}}$$

$$= \frac{27.00 - 26.33}{27.00}$$

= 2.47 percent

Market Price after RO and Warrants

$$= \frac{(\text{market price} \times \text{number of shares}) + (\text{RO price} \times \text{number of RO}) + (\text{exercise price} \times \text{number of shares reserved for warrants})}{\text{number of shares} + \text{number of RO} + \text{Number of shares reserved for warrants}}$$

$$= \frac{(27.00 \times 1,099,924,471) + (22.00 \times 183,320,745) + (27.00 \times 91,660,373)}{1,099,924,471 + 183,320,745 + 91,660,373}$$

$$= \text{THB } 26.33 \text{ per share}$$

Remark: Share price of the Company before the offer for sale and issue of newly issued shares and warrants used in calculation of price dilution is the close price of the shares as of July 3, 2015 at Baht 27 per share.

3. Earnings per Share Dilution

- 3.1 In the event of all shareholders fully subscribe to their right offering but do not exercise their Warrants, the Company's share will be affected from earnings per share dilution at 14.29 percent.
- 3.2 In the event of all shareholders fully subscribe to their right offering and exercise their Warrants, the Company's shares will be affected from earning per share dilution at 20.00 percent, compared to the Company's existing number of issued shares, and at 6.67 percent, compared to the Company's number of share after right offering but before the exercise to the Warrants.

Reasons to Issue New Shares to Accommodate Changes in the Exercise of Right : When there is an adjustment in the price for the exercise of Warrants and in the exercise ratio of Warrant in accordance with the conditions of the adjustment of rights as described in the Terms pursuant to Section 11(4)(khor) of the Notification of the Capital Market Supervisory Board No. Tor Jor 34/2551 Re: the Application and Approval of the Offering of Newly Issued Warrants and the Increase and Issuance of Share Capital for the Conversion of Warrants.

Right Adjustment of the Warrant The Company will be required to adjust the exercise price and/or the exercise ratio upon the occurrence of any of the following events:

- (1) in case of a change in par value of the Company's ordinary share as a result of a combination or split of shares;
- (2) in case the Company issues and offers newly issued ordinary shares to its existing shareholders and/or to the public and/or to specific investors (private placement) at the net price per share of the newly issued ordinary shares of the Company which is below 90 percent of the market price per share of the Company's ordinary shares;
- (3) in case the Company issues any new securities to its

existing shareholders and/or to the public and/or to specific investors (private placement) and such securities confer the rights to convert/ exchange into ordinary shares or the rights to purchase of the ordinary shares (such as convertible debentures or warrants to purchase the ordinary shares) at the net price per share of the newly issued ordinary shares reserved for the exercise of rights below 90 percent of the market price per share of the Company's ordinary shares;

- (4) in case the Company makes payment of dividends, whether in whole or in part, in the form of the Company's ordinary shares;
- (5) in the event that the Company distributes dividends in cash in excess of 90 percent of net profit for any fiscal year of the Company's financial statement only;
- (6) in any event where the Warrant Holders are caused to lose their rights and interest other than those stated in items (1) – (5), the Company shall consider the adjustment of the exercise price and/or the exercise ratio (or adjustment of the number of warrants in lieu of the exercise ratio) in a fair manner without depriving the rights of the Warrant Holders.

1.2 Warrants, Warrants Registrar and Warrants Beneficiaries

- 1.2.1 Warrants Registrar shall have the duty to issue the Warrants to every Warrant Holders. In the case of TSD depository, Warrant Holders shall bear the name of TSD instead of the Warrant Holders' name in the Register Book. Warrants Registrar shall have the duty to issue the Warrants Substitute to Warrant Holders who deposit the Warrants with TSD, and have the TSD named Warrant Holders in lieu of them in the registration of Warrant Holders.
- 1.2.2 Warrants Registrar shall have the duty under the registrar appointment agreement to prepare and keep Register Book of Warrant Holders until the expiration of all Warrants or until all Warrants are exercised (as the case may be).
- 1.2.3 Warrants Beneficiaries
 - General Case

Any moment or the first date of closing the Register Book for transfer suspension (in the case of closing book), the Warrant Holders whose name appears on the Register Book are entitled to the Warrants right, unless Warrants was transferred and the document was provided to Warrants Issuer according to Clause 1.3, in which case, the Warrants transferee shall be entitled the right.
 - TSD is the Warrants depository

At any moment or on the first date of closing Register Book for transfer suspension (in the case of closing book), the right of the Warrants shall be entitled to the persons

or juristic persons whose names are sent to the Registrar by TSD confirming such entitlement of Warrants in such amounts held by TSD.

- 1.2.4 When TSD notifies the Warrants Registrar, the Warrants Registrar shall issue Warrants to the Warrants beneficiary who deposits their Warrants with TSD, and register the name under the Warrant Holders' book according to a TSD report number of Warrants. After the process is completed, the Warrants Registrar shall correct the number of Warrants held by TSD by abolishing the new Warrants allotment. If the correction is not done by any reason, the number of Warrants held by TSD shall be abolished by the number of new Warrants allotment.

1.3 Warrant Transferring Procedures

- 1.3.1 The transfer procedures for Warrants which are not deposited with TSD shall be as following:

- **Warrants transfer between a transferor to a transferee**

The transfer of the Warrants will be valid when the transferor, whose name appeared on the Warrant Holders' Register Book as owner of the Warrants for the transferred amount, or the final transferee with complete endorsement from previous transferors whose names appeared thereof (as the case may be), delivers the Warrants Certificates to the transferee with the complete endorsement for the transfer.

- **Validation of the transfer of the Warrants between a transferee and the Company**

The transfer will be valid against the Company once the Registrar receives the request for the registration of the transfer of the Warrants together with the Warrants Certificates completely and accurately endorsed by the transferee at the back of such Warrants Certificates.

- **Validation of the transfer of the Warrants between a transferee and the third party**

The transfer will be valid against the outsider once the Registrar records the Warrant transfer registration in the Warrant Holders' Register Book.

- **Requests for Warrants transfer registration with the Registrar**

The said request shall be done at the head office of the Registrar on a Business day and business hours of the Registrar and shall be done in the form and instructions specified by the Registrar. Any person who requests registration shall deliver to the Registrar the Warrant Certificates which is completely endorsed as specified above together with other relevant documents certified the accuracy and validity of the transfer and acceptance of the transfer of the Warrants as required by the Registrar. The Registrar has the right to reject any request for Warrant transfer registration if the Registrar considers that such transfer of the Warrants is illegal.

- 1.3.2 Any transfer of the Warrants deposited with the TSD shall be made in accordance with the regulations of the SET, TSD and other relevant agencies.

1.4 Exercise Rights of Warrants

- 1.4.1 Exercise Date of Warrants

The Warrant Holders are entitled to exercise the Warrants to purchase the Company's ordinary shares every the Last Business Day of every 3 (Three) months (that means the Last Business Day of March, June, September and December) of each. The first exercise date will be the last business day of December 2015, which is on December 30, 2015. The final exercise date will be the expiry date of the Warrants, which is on September 29, 2017 (because September 30, 2017 is not a Business Day).

If the Final Exercise Date is a holiday, the last Business Day prior to such holiday shall be Final Exercise Date. The right to purchase the ordinary shares shall be deemed expired as a result of such expiration.

1.4.2 Notification Period for the Exercise of Warrants

- **The notification of the intention to exercise the Warrants**

Warrant Holders who wish to exercise their rights to purchase the ordinary shares of the Company must submit the intention to purchase such ordinary shares by procedures specified in the Exercise Procedures from 9:00 a.m. – 4:00 p.m. of each Business Day within 5 (Five) Business Days prior to the Final Exercise Date.

The Company shall release information regarding the Last Notification Period, Exercise Ratio, Exercise Price, and Contact Place for the Exercise, via the SET's electronic system (SET Portal) within 7 (Seven) days prior the Duration for the Exercise Warrants.

- **The notification of the last intention to exercise the Warrants**

Warrant Holders who wish to exercise their rights to purchase the ordinary shares of the Company must submit the intention to purchase such ordinary shares by procedures specified in the Clause 1.4.5 from 9:00 a.m. – 4:00 p.m. of each Business Day within 15 (Fifteen) Business Days prior to the Final Exercise Date.

The Company shall release information regarding the Last Notification Period, Exercise Ratio, Exercise Price, an Agent Receiving Exercise Intention, and Contact Place for the Exercise, via the SET's electronic system (SET Portal) and shall send a registered mail to Warrant Holders whose names appear in the Register Book as of the last closing date of the Registrar, within 21 (Twenty-One) days prior to the Final Exercise Date. In addition, the Company will close the Register Book to suspend transfer of Warrants 21 (Twenty-One) days prior to the Final Exercise Date. In this regard, the SET will post the SP sign (suspended) on the Warrants of the Company 3 (Three) Business Days, or any period as determined by the SET, prior to the closing date of the Register Book. In case that the closing date falls on the SET's non-Business Day, the closing date shall be the last Business Day prior to such non-Business Day. Nonetheless, the Warrants trading will be suspended until the Last Exercise Date.

1.4.3 Registrar of the Warrants

Thailand Securities Depository Company Limited

62 The Stock Exchange of Thailand Building,
Ratchadapisek Road, Klongtoey
Klongtoey, Bangkok 10110
Tel: 0-2229-2800

Fax: 0-2359-1259

Website: www.tsd.co.th

The Registrar is responsible for closing the Warrants Register Book which contains the full name, nationality, addresses of the Warrant Holders and other information determined by the Registrar. In case of any inconsistency of information exists, the Company will regard the information on the Warrants Register Book as accurate.

The Warrant Holders are obliged to notify any change(s) or error(s) of the details regarding the recordation of their information in the Warrants Register Book, and the Registrar shall proceed to verify and correct such change(s) or error(s) after the notification.

1.4.4 Contact Place for the Exercise

SCB Securities Company Limited

21st Floor, 19 SCB Park Plaza 3 (Plaza East)

Ratchadapisek Road, Jatujak, Jatujak, Bangkok, 10900

Tel: 0-2949-1999

The Company may appoint another Agent Receiving Exercise Intention which shall be notified to the Warrant Holders.

1.4.5 The Exercise Procedures

Warrant Holders must notify the Agent Receiving Exercise Intention of their intention to exercise the rights to purchase the Company's ordinary shares in accordance to aforementioned Notification Period.

In case the Warrants are under scrip system, the Warrant Holders can promptly lodge Warrants Certificates as evidence to notify their intention to exercise.

In case the Warrants are under scripless system, the Warrant Holders who intend to exercise their Warrants shall notify such intention and fill in a request form for withdrawal of Warrants Certificates or Warrants Substitute by submitting the request form to the securities company acting as their broker. The securities company will request TSD to withdraw Warrants Certificates or Warrants Substitute (at the case may be) to be used as one of the evidences for the exercise of Warrants.

Warrant Holders who wish to exercise their rights shall comply with the conditions to exercise the Warrants, by proceeding and sending the following documents to the Agent Receiving Exercise Intention at the aforementioned Contact Place for the Exercise.

- a) A completed Exercise Notification Form to purchase ordinary shares that is filled out duly, correctly and clearly in all items with the Warrant Holders' signature that is sent to the Agent Receiving Exercise Intention within the Notification Period. The Warrants Holders can obtain an Exercise Notification Form at the Contact Place or download the form from the Company's website at www.gunkul.com.
- b) The Warrants Certificates or the Warrants Substitute, in form prescribed by the SET, bearing signature of the Warrants Holders representing the relevant number of Warrants as specified in the Exercise Notification Form. In the event that there are remaining unexercised Warrants, such unexercised Warrants shall be returned to (i) a broker of the Warrant Holder; (ii) account number 600; or (iii) in a form of certificate, which shall be carried out and delivered to the Warrant Holders by TSD.

- c) Payment in the full amount specified in the Exercise Notification Form with the proof of payment sent to the Agent Receiving Exercise Intention. Warrant Holders who wish to exercise their rights shall pay in cash or in the forms of check, draft, bill of exchange, or payment order from the bank that can be drawn in Bangkok Metropolitan area when called within 1 (One) Business Day from the Exercise Date. The form of payment must be crossed and made payable only to “Subscription Account for GUNKUL” or other alternative channels that the Company or the Agent Receiving Exercise Intention makes available and notify the Warrant Holders accordingly.

The exercise of rights to purchase ordinary shares will be valid only if the payment has been collected by the Agent Receiving Exercise Intention. In the event that the payment cannot be collected for whatsoever reasons not caused by the Agent Receiving Exercise Intention, it will be deemed that the Warrant Holders intend to cancel such exercise and correspondingly approve such cancellation. However, it doesn't limit the right to purchase ordinary shares hereafter. The right to purchase the ordinary shares shall be deemed expired as a result of such cancellation.

- d) Warrant Holders are responsible for the payment of all taxes, stamp duties, official fees and registration fees arising from the exercise of their Warrants.

- e) Evidence supporting share subscription

- 1) Thai Individual : A certified true copy of the valid Identification Card or Civil Servant Identification or State Enterprise Employee Card which is not expired (in case of changes of name/last name which causes such name/last name to be different from the one stated in the Warrants, attach official documents issued by relevant government agencies, such as the name change notification or others).
- 2) Foreign Individual : A certified true copy of valid Alien Certificate or passport which is not expired.
- 3) Thai Juristic Person : A copy of the most updated company affidavit issued by the Ministry of Commerce within 1 year from the date of submitting the Exercise Notification Form, certified by the Company's authorized director(s), and a certified true copy of the verification document(s) of such authorized director(s) in accordance to 1) or 2).
- 4) Foreign Juristic Person : A copy of the certificate of incorporation certified by the Notary public of the country issuing such certificate and certified by the authorized director(s), and certified true copy of the verification document(s) evidence supporting the identity of such authorized director(s) in accordance to 1) or 2).

- 5) Custodian : A copy of the certificate of incorporation certified by the Notary public of the country issuing such certificate, within 1 year from the date of submitting the Exercise Notification Form, along with the evidence of appointment of such custodian, the power of attorney (if applicable), and certified true copy of the verification document(s) evidence supporting the identity of such authorized director(s) in accordance to 1) or 2).

In this regard, if the Warrant Holders do not provide such evidence supporting the share subscription as mentioned above, the Company or the Agent Receiving Exercise Intention reserves the right to deem that such Warrant Holders choose not to exercise the Warrants in such Exercise Date; however, the Company or Agent Receiving Exercise Intention also reserves the right to determine whether the Warrant Holders could exercise such Warrants.

- 1.4.6 The number of Warrants units must be in a whole number with the Exercise Ratio of one Warrant unit exchangeable for one ordinary share except for the right adjustment as stated in Clause 1.5.
- 1.4.7 The number of ordinary shares to be issued when there is an exercise shall be calculated by dividing the total amount of payment made by the Warrant Holders by aforementioned methods divided by the exercise price when exercising.

The Company shall issue the ordinary shares in full number without fraction, not exceeding the number of Warrants or Warrants Certificates being exercised multiplied by the exercise ratio. In case that there is an adjustment to the Exercise Price and/or the Exercise Ratio that caused the calculation to result in fraction number of share, the Company will discard such fraction and return to the Warrant Holders the remaining amount from the payment of such exercise by a check crossing "A/C payee only" which shall specify the name of Warrant Holders via a registered mail to the address as specified by the Warrant Holders in the Exercise Notification Form within 14 (Fourteen) Business Days from the Exercise Date without interest in any case.

In case the Exercise Ratio is revised as specified in the condition of the rights adjustment of Exercise Price or Exercise Ratio and fractions of shares are left from the exercise of Warrants, such fractions shall be discarded.

- 1.4.8 The Warrant Holders could exercise the right to purchase at least 100 (One Hundred) ordinary shares. On the other hand, he will have to exercise his right in one time with the whole Offering Shares, but not including the last exercising right to buy without any requirement.
- 1.4.9 In the event that the Agent Receiving Exercise Intention does not obtain the completed evidence supporting share subscription, or completed form of the Warrants Certificates or Warrants Substitute or if the payment which the Agent Receiving Exercise Intention received is less than the amount as specified in the Exercise Notification Form, or if Agent Receiving Exercise Intention can indicate that the Exercise Notification Form submitted by Warrant Holders is incomplete or incorrect, the Warrant Holders or the Warrants Substitute Holders must correct such mistakes within the Notification Period in each case. If the Warrant Holders or the Warrants Substitute Holders fail to correct such mistakes within the Notification Period, the Agent Receiving Exercise Intention shall deem that the Warrant Holders intend to cancel such exercise and correspondingly approve such cancellation. The

Agent Receiving Exercise Intention shall return the previously received payment and the Warrants Certificates or Warrants Substitute to the Warrant Holders by a registered mail within 14 (Fourteen) days from the Exercise Date. Nevertheless, the Warrant Holders can exercise his right to purchase ordinary shares in the upcoming Exercise Date, except that it is Last Exercise Date, the right to purchase the ordinary shares shall be deemed expired. The Agent Receiving Exercise Intention will not responsible for any damages in any case.

In case the Warrant Holders fail to make sufficient payment for the exercise, the Company or the Agent Receiving Exercise Intention solely reserves the rights to implement one of the following cases which chosen by Warrant Holders or Warrants Substitute Holders.

- a) Deemed that the Exercise Notification Form is invalid without any exercise; or
- b) Deemed that the number of ordinary shares subscribed shall be equal to the amount of payment actually received from the exercised Warrants and converted by the Exercise Price by the Agent Receiving Exercise Intention at the Exercise Price; or
- c) Notify the Warrant Holders to pay the remaining balance within the Notification Period. If the Agent Receiving Exercise Intention does not receive payment within such period, the Company shall be deemed such exercise of the Warrants expire.

Remark: For the last exercise of the Warrants, the Company or the Agent Receiving Exercise Intention will proceed as mentioned above in clause 1.4.9 b).

In the case of (a) and (c) above, the Company or the Agent Receiving Exercise Intention shall return the received payment by a check crossing “A/C payee only” which specify Warrant Holders’ names and Warrants Certificates or Warrants Substitute via a registered mail within 14 (Fourteen) Business Days from the Exercise Date without any interest in any case.

In the event of (b), the Company or the Agent Receiving Exercise Intention shall return the remaining balance (if any) in case that the Company deems that only partial exercise is made to the Warrant Holders within 14 (Fourteen) Business days from the Exercise Date without any interest. However, the Warrants or the Warrants Substitute which were not exercised will be valid until Last Exercise Date.

- 1.4.10 In case the Company or the Agent Receiving Exercise Intention is not able to return the payment for the unexercised portion to the Warrant Holders within 14 (Fourteen) Business Days from the Exercise Date, the Warrant Holders shall receive the interest at a rate of 7.5% per annum which the amount of interest received shall be calculated for the period after the specified 14 (Fourteen) Business Days until the day the Warrant Holders receive their returned payment.

However, in whatsoever case that the Company or the Agent Receiving Exercise Intention correctly delivers a check, draft, bill of exchange, payment order from the bank crossing “A/C payee only” via a registered mail to the address specified in the Exercise Notification Form, or transfer the payment remaining from the unexercised portion to the Warrant Holders, the Company or the Agent Receiving Exercise Intention will deem that the Warrant Holders have already received their payment back and have no right to claim for any interest or other compensation.

- 1.4.11 When the Warrant Holders or the Warrants Substitute Holders express intentions to purchase ordinary shares have fully complied with all conditions governing the exercise by completely and accurately delivering the Warrants, the Exercise Notification Form and made payment in full, such persons cannot cancel the order unless they have obtained a written consent from the Company.

- 1.4.12 If, after the Final Exercise Date, the Warrant Holders have not completely complied with all conditions required for the exercise, the Warrants Certificates and Warrants Substitute shall be deemed expired without exercise and the Warrant Holders can no longer exercise their rights.
- 1.4.13 In the event that the delivered Warrants Certificates or Warrants Substitute exceeds the amount notified by the Warrant Holders, the Company or the Agent Receiving Exercise Intention will notify the remaining Warrants to the Warrant Holders with 14 (Fourteen) Business Days since the Exercise Date.
- 1.4.14 The Company will apply with the Ministry of Commerce for the registration of an increase in its paid-up capital within 14 (Fourteen) days after the Exercise Date, in which the Company or the Agent Receiving Exercise Intention receives full payments for the exercised Warrants, the Company will then record names of relevant Warrant Holders as the holders of the relevant number of ordinary shares in the share Register Book of the Company.

The rights of newly-issued ordinary shares from the exercise of the Warrants will have the same rights and status as the Company's ordinary shares previously issued, starting from the date when the names of the Warrant Holders or their proxies are recorded as shareholders and the increase in paid-up capital due to the exercise of Warrants has been registered with the Ministry of Commerce.

- 1.4.15 In case that the ordinary shares are inadequately provided to accommodate the exercise of Warrants, the Company will compensate the Warrant Holders who duly lodge the Exercise Notification Form but cannot exercise their rights as specified in Clause 1.8. However, in the case that non-Thai Warrant Holders are unable to exercise their rights due to restrictions on shareholding proportion of foreign shareholders as specified in the articles of association of the Company, the Company will not compensate such Warrant Holders who are unable to exercise their rights despite adequate numbers of ordinary shares.

1.5 Rights Adjustment Conditions

The Company will adjust the Exercise Price and Exercise Ratio throughout the terms of the Warrants in order to preserve the benefits of Warrant Holders upon the occurrence of any following events:

- 1.5.1 When there is a change in the par value of the ordinary shares of the Company as a result of the split or consolidation of its issued ordinary shares. The change of the Exercise Price and the Exercise Ratio shall have an immediate effect after the change of the par value of the shares

- (1) Exercise price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times (\text{Par 1})}{\text{Par 0}}$$

- (2) Exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times (\text{Par 0})}{\text{Par 1}}$$

Whereas: Price 1 = New Exercise Price

Price 0 = Former Exercise Price

Ratio 1 =	New Exercise Ratio
Ratio 0 =	Former Exercise Ratio
Par 1 =	New par value of the ordinary shares
Par 0 =	Former par value of the ordinary shares

- 1.5.2 When the Company offers to sell its newly-issued ordinary shares to the existing shareholders and/or the public and/or by private placement at “**the average price per share of the newly-issued ordinary share**” lower than 90% (Ninety Percent) of the “**market price of the ordinary shares,**” the change of the Exercise Price and the Exercise Ratio shall have an immediate effect from the date that the subscribers of the ordinary shares are not allotted with the rights to purchase the newly-issued ordinary shares (the first date that SET posts an XR sign) in the case of rights offering, and/or the first date of the offering of the newly-issued ordinary shares to the public and/or private placement, as the case may be.

“**The average price per share of the newly-issued ordinary share**” shall be calculated from the total proceeds obtained by the Company from such offering of shares, less the expense(s) related to the offering (if any), divided by the total number of newly-issued ordinary shares.

If there is more than one offering price for the newly-issued ordinary shares, under condition that these shares must be subscribed at the same time, all offering prices and total number of the newly-issued ordinary shares shall be used to calculate “the average price per share of the newly-issued ordinary shares.” However, if the offering does not require subscribing the shares at the same time, only the number of shares and the offering price whose average price per share of the newly-issued ordinary shares is lower than 90% (Ninety Percent) of the market price of the ordinary shares shall be used in the adjustment calculation.

“**The market price of the ordinary shares**” is determined to be in equivalent to the weighted average market price of the ordinary shares of the Company traded in the SET for 7 (seven) consecutive Business Days before the calculation date. The weighted average market price of the ordinary shares of the Company is equivalent to the total value of the ordinary shares of the Company traded divided by the number of the ordinary shares of the Company traded in the SET.

“**The calculation date**” means the first date that the subscriber of the ordinary shares is not entitled a right to subscribe for the newly-issued ordinary shares (the first date that the SET posts XR sign) in the case of rights offering, and/or the first date of the offering of the newly-issued ordinary shares to the public and/or the private placement, as the case may be.

In the case that “the market price of the ordinary shares” cannot be calculated since there is no trading transaction in the specified period, the Company will calculate the fair price instead.

“**Fair price**” means the price that is determined by financial advisors approved by the SEC.

- (1) The Exercise Price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(\text{A} \times \text{MP}) + \text{BX}]}{[\text{MP} \times (\text{A} + \text{B})]}$$

- (2) The Exercise ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [\text{MP} \times (\text{A} + \text{B})]}{[(\text{A} \times \text{MP}) + \text{BX}]}$$

Whereas	Price 1 =	New Exercise Price
	Price 0 =	Former Exercise Price
	Ratio 1 =	New Exercise Ratio
	Ratio 0 =	Former Exercise Ratio
	MP =	The market price per share of the Company's ordinary share.
	A =	The number of fully paid-up shares on the day prior to the Record Date in which the shareholders have the right to subscribe for the newly-issued ordinary shares in the case of the rights offering and/or the day prior to the first offering date of the newly-issued ordinary shares in case of public offering and/or private placement offering as the case may be.
	B =	The number of newly-issued ordinary shares offered to existing shareholders and/or public investors, and/or private placement investors.
	BX =	The proceeds to be received less any expenses (if any) from the issuance of new shares offered to existing shareholders, and/or to public investors, and/or to private placement investors.

- 1.5.3 When the Company offers to sell its existing shareholders and/or the public and/or by private placement any new security, i.e. convertible debenture or warrants, which gives rights to holders to convert to or purchase ordinary shares of the Company (the "**Newly-Issued Convertible Securities**") at "the average price of newly-issued ordinary shares reserved to accommodate the rights" lower than 90% of "the market price of the ordinary shares".

The change of the Exercise Price and the Exercise Ratio shall have an immediate effect from the date that the subscribers of the ordinary shares are not allotted with the rights to purchase the Newly-issued Convertible Securities (the first date that the SET posts an XR sign) in the case of rights offering, and/or the first date of the offering of the newly-issued ordinary shares to the public and/or the private placement, as the case may be.

"**The average price of newly-issued ordinary shares reserved to accommodate the rights**" is calculated from the total proceeds obtained by the Company from such offering of the Newly-issued Convertible Securities, less the expense(s) related to the offering (if any), plus the total proceeds that will be obtained from the exercise of the rights to purchase the ordinary shares, divided by total number of newly-issued ordinary shares reserved to accommodate the rights.

If there is more than one offering price for the Newly-issued Convertible Securities, under condition that these securities must be subscribed at the same time, all offering prices and total number of offering shares shall be used to calculate "the average price of newly-issued ordinary shares reserved to accommodate the rights." However, if the offering does not require subscribing the securities at the same time, only the number of offering shares and the offering price whose average price of the newly-issued ordinary shares reserved to accommodate the rights is lower than 90% (Ninety Percent) of the market price of the ordinary shares shall be used in the adjustment calculation.

The "**market price of the ordinary shares**" shall be calculated as stated in Clause 1.5.2

The “**calculation date**” means the first date that the subscribers of the ordinary shares are not entitled the rights to purchase the Newly-issued Convertible Securities in the case of rights offering, and/or the first date of the offering of the newly-issued ordinary shares to the public and/or the private placement, as the case may be.

- (1) Exercise Price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(\text{A} \times \text{MP}) + \text{BX}]}{[\text{MP} \times (\text{A} + \text{B})]}$$

- (2) Exercise Ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [\text{MP} \times (\text{A} + \text{B})]}{[(\text{A} \times \text{MP}) + \text{BX}]}$$

Whereas Price 1 = New Exercise Price

Price 0 = Former Exercise Price

Ratio 1 = New Exercise Ratio

Ratio 0 = Former Exercise Ratio

MP = The market price per share of the Company’s ordinary share.

A = The number of fully paid-up shares on the day prior to the Record Date in which the shareholders have the right to subscribe for the Newly-issued Convertible Securities in the case of the rights offering and/or the day prior to the first offering date of the newly-issued ordinary shares in case of public offering and/or private placement offering as the case may be.

B = The number of newly-issued ordinary shares reserved to accommodate the rights offered to existing shareholders and/or public investors, and/or private placement investors.

BX = The proceeds to be received less any expenses (if any) from the issuance of the Newly-issued Convertible Securities offered to existing shareholders, and/or to public investors, and/or to private placement investors.

- 1.5.4 When the Company pays out dividend in full or in part in the form of ordinary shares to the shareholders of the Company, the change of the Exercise Price and the Exercise Ratio shall have an immediate effect from the date that the subscribers of the ordinary shares have no rights to receive the stock dividend (the first date that the SET posts an XD sign).

- (1) Exercise Price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times \text{A}}{(\text{A} + \text{B})}$$

- (2) Exercise Ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times (\text{A} + \text{B})}{\text{A}}$$

Whereas Price 1 = New Exercise Price

Price 0 =	Former Exercise Price
Ratio 1 =	New Exercise Ratio
Ratio 0 =	Former Exercise Ratio
A =	The number of fully paid-up shares on the day prior to the Record Date on which the shareholders are entitled for stock dividend.
B =	The number of newly-issued ordinary shares in form of stock dividends.

1.5.5 When the Company makes a cash dividend payment at the rate higher than 90% (Ninety Percent) of the net profit of the Company's separated financial statements after taxes, and after the deduction of retained loss and legal reserves for any accounting period during the terms of the Warrants, the change of the Exercise Price and the Exercise Ratio shall have an immediate effect from the date that the shareholders of the ordinary shares have no rights to receive such cash dividend (the first date that the SET posts an XD sign).

Also, the rate of the cash dividend paid to shareholders shall be calculated by dividing the dividend paid from operational performance in each accounting period by net profit after taxes and after the deduction of retained loss and legal reserves (separated financial statement) of that operational performance in the same period. The actual dividend paid shall also include all interim dividend payments made during that accounting period.

"The calculation date" means the first day the purchasers of the Company's ordinary share are not entitled to receive dividends (the first day the XD sign is posted).

(1) Exercise Price will be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [\text{MP} - (\text{D} - \text{R})]}{\text{MP}}$$

(2) Exercise Ratio will be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times \text{MP}}{[\text{MP} - (\text{D} - \text{R})]}$$

Whereas Price 1 =	New Exercise Price
Price 0 =	Former Exercise Price
Ratio 1 =	New Exercise Ratio
Ratio 0 =	Former Exercise Ratio
MP =	the market price per share of the Company's ordinary shares
D =	Dividends per share being paid to shareholders
R =	Dividends per share paid out of 60% the net profit of separated financial statement after taxes and after deduction of retained loss and legal reserves by all listed shares entitled to received such dividend payments

1.5.6 In case there are events not mentioned in Clauses 1.5.1 - 1.5.5 that may impair benefits of Warrant Holders, the Company shall consider and determine the adjustment of the Exercise Price and/or the Exercise Ratio (or adjust the unit of Warrants instead of the Exercise Ratio). The adjustment shall not lessen the benefits of shareholders and be deemed ultimatum. The

Company will notify the SEC and the SET of relevant details thereof within 15 (Fifteen) days since the day the event causing the adjustment occurs.

1.5.7 The calculation of adjustment to the Exercise Price and Exercise Ratio in accordance with Clauses from 1.5.1 to 1.5.6 is independent from one another. In case that more than one circumstance simultaneously occurs the calculation of adjustment shall be made in a respective order of Clauses 1.5.1, 1.5.5, 1.5.4, 1.5.2, 1.5.3 and 1.5.6 with a three-decimal digit number for each calculation step for the Exercise Price and the Exercise Ratio.

1.5.8 The calculation of the adjustment to the Exercise Price and the Exercise Ratio in accordance to Clauses 1.5.1 - 1.5.6 shall not cause the increase in the new Exercise Price and/or decrease in Exercise Ratio, except in the case of the share consolidation. The proceeds from the exercise of warrants shall be calculated from the new Exercise Price after the adjustment (in three decimals) multiplies by the number of ordinary shares. (The number of ordinary shares is calculated from multiplying the new Exercise Ratio by the number of Warrants exercised. A fraction of share shall be discarded.) If the calculation of proceeds from the exercise of warrants is in a fraction, the calculation shall be maintained at integer number.

In the event that an adjustment of such Exercise Price causes the new Exercise Price to be lower than the par value of the ordinary shares of the Company, the par value shall be used as a new Exercise Price instead. The Exercise Ratio shall be the ratio calculated from Clauses 1.5.1 - 1.5.6 stated above.

1.5.9 The Company may consider the adjustment of the Exercise Price along with the issuance of new Warrants instead of adjustment of the Exercise Ratio.

1.5.10 Regarding the adjustment of the Exercise Price and the Exercise Ratio from Clauses 1.5.1 - 1.5.6 and/or issuing new Warrants instead of the adjustment of the Exercise Ratio in Clause 1.5.9, the Company will make a notification regarding the details of the reason for adjustment, calculation, new Exercise Price, new Exercise Ratio, effective date of the adjustment and number of new Warrants issuing instead of the adjustment of the Exercise Ratio. The notification will be made for Warrant Holders via the SET's electronic system (SET Portal) on or prior to the date on which the adjustment becomes effective, and the Company shall notify the adjustment to the SEC and the SET within 15 (Fifteen) days since the effective date of the amendment.

1.6 **Amendment of the Rights and Conditions of Warrants**

1.6.1 For the right adjustments in Clause 1.5 and any amendment to the Terms that might have an insignificant impact on Warrant Holders such as the amendment of exercise procedures, any amendment that enhances the benefits of Warrant Holders, any amendment that does not deprive of rights of Warrant Holders, any amendment in compliance with the relevant law, rules, regulations, notifications of the SEC and of any other regulators, the Company shall proceed after notifying the SEC, without obtaining consent from Warrant Holders.

1.6.2 Any amendment to the Terms other than as stated in Clause 1.6.1 must obtain the consent from the Company and the Warrant Holders' Meeting.

Any amendment to the Terms under Clause 1.6.2, except for those stated in Clause 1.5, must obtain not less than 50% (Fifty Percent) vote of the Warrant Holders who participated in and have the rights to vote in the Warrant Holders' Meeting.

In this regard, the Company will notify the SEC, the SET and the Registrar of the Warrants of any amendment to the Terms and shall procure for a distribution of such amendment within 15 days since the effective date of the amendment.

- 1.6.3 Any amendment to the Terms in any case must not contradict to Notification Thor. Jor. 34/2551 or any law, rules, regulations, or notifications of the SEC. This includes any amendment after the Company has obtained an approval of Warrants issuance from the SEC.
- 1.6.4 The Warrants Issuer and Warrant Holders are not able to request for an amendment in the Exercise Ratio, the Exercise Price and the expiry date of the Warrants, except an amendment in accordance with the right adjustment and the relevant law, rules, regulations, or notifications of the SEC and the SET.
- 1.6.5 If there is any amendment to the Terms according to Clauses 1.6.1 and 1.6.2, the Company shall notify the Warrant Holders and send the amended Terms to them within 15 days after the Warrant Holders has officially submitted a request for amendment. The amended Terms should also be sent to the SET and the Registrar of the Warrants by the next Business Day after the date of Warrant Holders' meeting, and to the SEC within 15 (Fifteen) days after the date of Warrant Holders' meeting.

1.7 Warrant Holders' Meeting

Any call for Warrant Holders' meeting should be processed as follows:

- 1.7.1 The Company has the right to call for a Warrant Holder's Meeting at any time; however the Company will convene a Warrant Holders' Meeting without delay to seek for approval in proceeding any procedures within 30 (Thirty) days since the following events take place:
- a) In case there is any significant amendment to the Terms proposed by either the Company or by any Warrant Holders as stated in Clause 1.6; or
 - b) In case there is an event that could significantly affect Warrant Holders' benefits or the Company's capability in upholding its obligation in complying with the Terms.

In case the Company does not hold the meeting within 30 (Thirty) days since the situation under Clause 1.7.1 a) or b) stated above takes place, the Warrant Holders at least 25% (Twenty-Five Percent) of total issued Warrants may submit a joint petition to request the Company to convene a Warrant Holders' Meeting. The reason for convening a meeting must be clearly stated in such petition, and the Company will hold a Warrant Holders' Meeting within 30 (Thirty) days after the date of receipt of such petition.

- 1.7.2 The Warrant Holders' Meeting is convened either by Warrant Holders who have not exercised/ partially exercised their rights or by the Board of Directors of the Company, the Company shall prepare the invitation letter specifying the meeting venue, the meeting date, the meeting time, the person who requests for the meeting and the meeting agendas. Such invitation letter shall be sent at least 7 (Seven) days prior to the meeting date to the Warrant Holders who have not exercised their rights or have partially exercised their rights whose names appear in the Warrants Register Book, and to be posted on SET Portal to specify their rights in the meeting.
- 1.7.3 In the Warrant Holders' Meeting, Warrant Holders who are entitled to attend the meeting and to cast their votes can give a proxy to any person to attend the meeting and to cast the votes on their behalf by delivering a proxy form to the Chairman of the meeting or the person to be designated by the Chairman prior to the meeting.

Warrant Holders who have their rights to vote in the Warrant Holders' Meeting mean the Warrant Holders who have not exercised or partially exercised their Warrants on the closing date of the Register Book. This excludes parties with conflicting interests who are the

Warrant Holders having conflict of interest in a particular agenda and are not allowed to cast their votes in the resolutions of such agenda.

Warrant Holders who is connected mean the Warrant Holders who have conflict of interest in the meeting' resolutions.

- 1.7.4 In casting votes, each Warrant Holders shall have the voting rights equivalent to number of unexercised Warrants or remaining Warrants from a partial exercise. 1 (one) unit of unexercised Warrant is equal to 1 (one) vote.
- 1.7.5 If the Warrant Holders' Meeting is held by the Company, the Chairman of the Company or the person to be designated by the Chairman will act as a Chairman of Warrant Holders' Meeting. If the Chairman of the Company or the person to be designated by the Chairman does not attend the Warrant Holders' Meeting, the Chairman of the Meeting can be a person Warrant Holders nominated and voted for. In either case, the Chairman of the Meeting has no right to make a final decision.
- 1.7.6 To form the quorum, there must be at least 25 (Twenty-Five) Warrant Holders or the representative who have not exercised their rights or have partially exercised their rights and/or the power of attorney holding altogether at least 50% (Fifty Percent) of total unexercised Warrants or partially exercised Warrants.
- 1.7.7 In the case where a Warrant Holders' Meeting has delayed for 45 (Forty-Five) minutes and the quorum is still not formed, the meeting will be cancelled. If the Warrant Holders' Meeting was called by the Company's Board of Directors, the Company shall reconvene the Warrants Holders' Meeting in not less than 7 (Seven) days but within 14 (Fourteen) days from the date of the first Warrants Holders' Meeting and a new invitation letter shall be sent to Warrant Holders and the SET as stated in the aforementioned clause. In this latter Warrant Holders' Meeting, quorum is not needed. The meeting attendance's criteria as stated in the first paragraph will not apply.
- 1.7.8 The resolutions of the Warrant Holders' Meeting shall comprise of at least 50% (Fifty Percent) of total units of unexercised Warrants or remaining Warrants from a partial exercise of Warrants Holders who attend the meeting and are entitled to cast their votes in such agenda.
- 1.7.9 Any resolutions approved by the Warrant Holders' Meeting shall be binding all Warrants Holders no matter if they attend the meeting or not.
- 1.7.10 After the Warrant Holders' meeting, the Company shall notify the resolutions of the meeting to the Warrant Holders through SET Portal as soon as possible.
- 1.7.11 The Company will prepare the minutes of all meetings and it shall keep copies of such minutes at the Company's head office. The meeting minutes with the Chairman's signature is considered to be complete and properly carried out. The Company shall send the meeting minutes to the SET and SEC within 14 (Fourteen) days form the date of Warrant Holders' Meeting.
- 1.7.12 The Company, the person designated by the Company or the Company's legal advisor is entitled to participate in the Warrant Holders' Meeting to express their opinion or provide clarification.
- 1.7.13 The Company will be responsible for all expenses relevant to the meeting.

- 1.7.14 The Company will amend the Terms pursuant to the resolutions of Warrant Holders' Meeting after the meeting date. Then, the Company shall inform the SEC and the SET with written document about the amendment to the Terms within 15 (Fifteen) days after the meeting date.
- 1.7.15 If the Company could not convene the Warrant Holders' Meeting within the expiration of the Warrants, the meeting shall be deemed cancelled and did not happen.

1.8 Compensations in the event that the Company is unable to provide ordinary shares for the exercise of Warrants

The Company will compensate the Warrant Holders as follows:

- 1.8.1 The Company will only compensate Warrant Holders who lodge the Exercise Notification Form during the Exercise Date but the Company is unable to provide a sufficient number of Reserved Shares. In this regard, the amount of compensation shall be calculated in accordance to Clause 1.8.3 except for the case stated under Warrants Transfer Restriction as in Clause 2 below.
- 1.8.2 Such compensation as mentioned in Clause 1.8.1 shall be paid by a check crossing "A/C payee only" sent by a registered mail to the address stated in the Exercise Notification Form within 14 (Fourteen) Business Days from the Exercise Date. In case the Company is not able to compensate the Warrant Holders within specified period, the Warrant Holders will receive the interest at rate 7.5% (Seven Point Five) per annum which the amount of interest received will be calculated for the period after the specified 14 (Fourteen) Business Days until the day the Warrant Holders receive their compensation. However, in whatsoever case that the Company correctly delivers check, draft, bill of exchange, or payment order from the bank crossing "A/C payee only" via a registered mail to the address specified in the Exercise Notification Form, the Company will deem that the Warrant Holders have already been compensated and have no right to claim for any interest and other compensation further.
- 1.8.3 The calculation of the loss that the Company shall compensate to the Warrant Holders is as follows:

$$\text{Loss per 1 unit of Warrant} = B \times [MP - EP]$$

Where B = The number of shares that could not be provided and/or increased in accordance with the new Exercise Ratio per 1 unit.

 MP = The closing price of the Company's ordinary shares as of the Exercise Date that the Warrant Holders state their intention to exercise Warrants in the Exercise Date.

 EP = The Exercise Price of the Warrants or the adjusted Exercise Price.

- 1.8.4 The compensation mentioned in this clause shall be deemed as final.

In the case that the Warrant Holders are foreign (both persons and juristic persons) and are not able to exercise the Warrants because of the foreign limit of 40% of the Company's issued and paid-up shares, the Company will not compensate for the damage or proceed further for such foreign Warrant Holders, and such persons shall not have the right to claim additional damages or compensations.

1.9 Status of the Warrants During the Notification Period

From the day the Warrant Holders submitted their Exercise Notification Form expressing their intention to exercise the Warrants until the day before the Registrar records the Warrant Holders as shareholders in the shareholder Register Book, the Company shall regard the aforementioned Warrant Holders in the same status as other Warrant Holders who have not declared their intentions to exercise their Warrants. Starting from the day the Registrar records the names of Warrant Holders, who submitted their Exercise Notification Form expressing their intention to exercise the Warrants, as shareholders in the shareholder Register Book and the Company registers the increased paid-up capital with the Ministry of Commerce, the Company shall regard the aforementioned Warrant Holders in the same status as shareholders of the Company.

In the case where there is a right adjustment during the period where the Company has not yet registered the increased paid-up capital (resulted from the Warrants being exercised) with the Ministry of Commerce, the rights of Warrant Holders who had already exercised their rights will be adjusted accordingly. The Company will proceed on issuing additional shares to the Warrant Holders as soon as possible to ascertain that the Warrant Holders receive a number of shares as they would have received if they were to exercise the Warrants subsequent to the rights adjustment. The Warrant Holders may receive the additional shares after the previously received shares, but not later than 15 (Fifteen) days from the right adjustment date.

1.10 Status of New Ordinary Shares as a Result of Exercising Warrants

The Company will apply with the Ministry of Commerce for the registration of an increase in its paid-up capital within 14 (Fourteen) days after the Company receives full payments for the exercised shares on the Exercise Date. The Company will then record names of relevant Warrant Holders as holders of the relevant number of ordinary shares calculated upon the exercise in the share Register Book of the Company.

The ordinary shares issued as a result of exercising the Warrants will have the same rights and conditions as the existing ordinary shares of the Company on the day the Registrar recorded the names of the Warrant Holders as shareholders in the share Register Book and the Ministry of Commerce acknowledged the registration of the increased paid-up capital of the Company.

1.11 Resolutions of Ordinary General Meeting of Shareholders to Issue Reserved Shares to Accommodate the Exercise of Warrants

The Board of Director Meeting No. 10/2015 held on July 6, 2015 and the Extraordinary General Shareholder Meeting No. 1/2015 held on August 19, 2015 has resolved the following agenda:

- 1.11.1 Approved the increase of the Company's registered capital by Baht 274,981,471 (Two Hundred Seventy-Four Million Nine Hundred and Eighty-One Thousand Four Hundred and Seventy-One) from Baht 1,099,924,471 (One Thousand and Ninety-Nine Million Nine Hundred and Twenty-Four Thousand Four Hundred and Seventy-One) to Baht 1,374,905,589 (One Thousand and Three Hundred Seventy-Four Million Nine Hundred and Five Thousand Five Hundred and Eighty-Nine) by issuing 274,981,471 (Two Hundred Seventy-Four Million Nine Hundred and Eighty-One Thousand Four Hundred and Seventy-One) newly-issued ordinary shares of the Company at the par value of Baht 1 (One) per share to (1) the existing shareholder of the Company to their Right Offering (2) the right to exercise the Warrants to purchase newly-issued ordinary shares.
- 1.11.2 Approved the increase of the Company's registered capital not exceed 91,660,373 (Ninety-One Million Six Hundred and Sixty Thousand Three Hundred and Seventy-Three) shares at the par value of Baht 1 (One) per share.

- 1.11.3 Approved to launch the Warrants to the existing shareholders who have their Right Offering to purchase newly-issued shares not exceed 91,660,373 (Ninety-One Million Six Hundred and Sixty Thousand Three Hundred and Seventy-Three) shares in the ratio of 2 (Two) shares per 1 (One) warrant.

1.12 Details of Reserved Shares for right to purchase ordinary shares under the Warrants

Reserved Shares	91,660,373	shares
Par Value	Baht 1	Per share
Exercise Price	Baht 27	Per share (except the adjusting price under the condition)

As the ordinary shares of the Company are listed on the SET, the new ordinary shares issued in corresponding with the exercise of the Warrants shall be tradable on the SET after the new ordinary shares have been listed on the SET. The Company shall submit the application for the listing of such new ordinary shares with the SET within 30 days after each respective Exercise Date in order to enable the newly issued ordinary shares to be tradable on the SET in the same manner as the Company's existing ordinary shares.

In the event that the Warrant Holders, who submits the intention to exercise the Warrants, wishes to obtain the shares in a form of a certificate, the Company shall procure that the Registrar delivers the share certificates to the Warrant Holders at the address shown in the Register Book by registered mail within 14 (fourteen) days from the exercise date. For the shares in scripless form, it shall be credited within 7 (seven) days from the exercise day pursuant to the relevant regulations of TSD.

1.13 Procedures in Dealing with the Remaining Shares after the Exercise of All Warrants

The board of directors and the executive committee shall propose to the shareholders' meeting to allot and/or offer the remaining shares after the exercise of all Warrants in compliance with relevant law, rules and regulations in the Public Limited Companies Act, the notifications of the SET and the SEC.

1.14 Secondary Market for Warrants

The Company will submit the application to list the issued Warrants on the SET within the legitimacy time.

2. Warrants Transfer Restriction

2.1 Warrant Transfer

The Company has no transferring restrictions of Warrants except for transfer of Warrants during the closing of Warrants Register Book for preventing transfer of Warrants for the Last Exercise Date which the Company will close Warrants Register Book for 21 (Twenty-One) days prior to the Final Exercise Date. The SET will post an SP sign for 3 (Three) Business Days, or any period as determined by the SET, prior to the closing date of Register Book. (In case that the closing date falls on the SET's non-Business Day, the closing date shall be the last Business Day prior to such non-Business Day.)

2.2 Foreign individual/juristic persons

The Company has the transferring restrictions of stocks caused by foreign holding limitation as indicated in the Company's Articles of Association with details as follows:

- 2.2.1 The company shall not issue the new ordinary shares to foreign individual/juristic persons who exercise their warrants that cause the foreign limit to exceed 49% (Forty-Nine Percent) as indicated in the Company's Articles of Association
- 2.2.2 If Foreign Warrant Holders are unable to exercise their partial or total amount of Warrants as specified in the Exercise Notification Form because of the foreign limit mentioned above, the Warrant Holders can specify the Company to further manage one of the following alternatives:
- a) The Company shall return the unexercised Warrants and money regarding the exercise price without interest to foreign Warrant Holders via a register mail to the address specified in the Exercise Notification Form within 14 Business Days after the Exercise Date.
 - b) Allow the Company to proceed and hold on to the Exercise Notification Forms, Warrants or the Certificates of Warrant and the remaining payments according to their exercises of right to purchase the ordinary shares. Those unexercised Warrants and money shall be exercised whereas the foreign proportion is not exceeding the foreign limit either partial or total.

However, the foreign Warrant Holders or the holders of the Certificates of Warrant must submit their intentions to allow the Company to proceed according to (a) or (b) as mentioned above, by stating their intentions in the Exercise Notification Form during the Exercise Notification Periods.

The company shall permit to exercise partial or total of Warrants for the unexercised Warrants on the first day that the foreign limit is not contradict to the Company's Article of Association. However, if the number of unexercised Warrants is exceed the number of new ordinary shares to be exercised under the foreign limit indicated in the Company's Articles of Association; the Company shall exercise the unexercised Warrants of foreign Warrant Holders in sequence of the submission of the completed Exercise Notification Form. If the foreign Warrant Holders could not exercise their Warrants on the Last Exercise Date because of the foreign limit, those Warrants shall be expired and the foreign Warrant Holders do not have any rights to redeem any loss from the Company. Moreover, the Company shall not compensate any loss from unexercised Warrants.

- c) The foreign Warrant Holders shall not be compensated in any forms by the Company if they could not exercise their warrants because of the foreign limit.

3. Delivery methods of Warrant Certificates

3.1 Delivery methods of Warrant Certificates

The company has opened an account with a depository company. Depository for Securities (Thailand) Co., Ltd. (TSD) is the Registrar of the company. TSD also services in subscribing the offering. The subscribers can use the service of the TSD to login Scripless System for shorten the procedure of registration and the subscribers can trade immediately when receive the permission. Unlike the case that the subscribers wish to obtain a warrant that the subscriber cannot be able to sell any securities in the stock market until he receives a share certificate. The subscribers can choose one of the following 3 (Three) method for the company to perform as per following details:

- 3.1.1 In case that the subscribers have securities trading accounts with the securities companies. TSD as the Registrar shall deposit the Warrants at Thailand Securities Depository Company

Limited for depositors, and the TSD shall record the numbers of Warrants that the securities companies have deposited. At the same time, the securities companies will record the numbers of the Warrants that the existing shareholders who are allocated the Warrants have deposited. The securities companies will then issue the evidences of deposit to the shareholders within 7 (Seven) Business Days from the Closing Date and will be launch the evidences within 15 (Fifteen) days. In this case, the existing shareholders who have been allocated the Warrants can sell their Warrants in the SET when the SET has approved the trading of Warrants in the SET.

However, names of the existing shareholders who have been allocated the Warrants must be the same names as appeared in the securities trading accounts, where the shareholders who have been allocated want to deposit the Warrants. Otherwise, the Company reserves the right to issue Warrants to the shareholders who have been allocated the Warrants, as described in 3.1.3 instead.

- 3.1.2 In case that the existing shareholders have securities trading accounts with TSD, account number 600. TSD as the Registrar shall deposit the Warrants at the TSD, and the TSD will record the numbers of allocated Warrants in the account of the issuer, account number 600. TSD will, then, issue the evidence of deposit to the existing shareholders who have been allocated the Warrants within 7 (seven) days after the Closing Date and will be launch the evidences within 15 (Fifteen) days. When the shareholders who have been allocated the Warrants want to sell their Warrants, they will need to withdraw the Warrants from the account number 600 as stated. In this regard, they need to contact securities companies, who may charge some fees as determined by TSD and/or by the securities companies. Hence, in this case, the shareholders who have been allocated the Warrants can sell their Warrants in the SET soon after the SET has approved the trading of Warrants in the SET, and the shareholders who have been allocated the Warrants have proceeded to withdraw their Warrants from the account number 600 as mentioned earlier.
- 3.1.3 TSD as the registrar will send the Warrants to the existing shareholders via the registered mail within 15 (Fifteen) Business days from the Closing Date. In this case, the existing shareholders cannot sell the securities until they receive the share certification or the Warrants. If the subscribers do not choose the methods, the Company reserves the right to launch the share certificate or the Warrants to the subscribers instead.

3.2 Delivery of ordinary shares deriving from the exercise of Warrants

In exercising the right of Warrants to purchase the Company's ordinary shares, the Warrant Holders can select one of the following cases for the Company to proceed

- 3.2.1 In case that the Warrant Holders wish to have the ordinary share certificates in their own names, TSD as the Registrar will proceed to deliver the share certificates, according to the number of Warrants that have been exercised to the Warrant Holders via registered mails. This registered mail will be sent to the addresses provided in the Warrant Registered Book or Exercise Notification Form within 15 (Fifteen) Business Days from the Exercise Date. In this case, the Warrant Holders who intend to exercise the rights to purchase the ordinary shares will not be able to sell their ordinary shares deriving from the exercises of the Warrants in the SET, until they have received the share certificates. In this case, it should be after the date that the ordinary shares are allowed to be traded in the SET.
- 3.2.2 In case that the Warrant Holders who have been allocated the ordinary shares, do not want to receive the shares certificates, but intend to use the service of TSD instead, in which they intend to deposit their ordinary shares in the account of TSD, where the Warrant Holders have their trading accounts with. In this case, TSD will proceed to deposit the ordinary shares deriving from the exercises of Warrants with "Thailand Securities Depository Company

Limited on behalf of the depositors”, and TSD will record the number of ordinary shares that the securities companies have deposited. At the same time, the securities companies will also record the number of the ordinary shares that they have deposited, and will issue evidences of the deposit to the subscribers who have been allocated the shares within 7 (Seven) Business Days from the last day of the Exercise Date. In this case, the Warrant Holders who have been allocated the ordinary shares will be able to sell their ordinary shares resulting from the exercise of rights immediately in the SET, soon after the SET has approved the trading of those ordinary shares in the SET. In case that the Warrant Holders, who have exercised their rights to purchase ordinary shares, decide to let the Company proceed according to 3.2.2, it is required that names of the Warrant Holders have to be the same as appeared in the securities trading accounts that the Warrant Holders intend to deposit their ordinary shares. Otherwise, the Company reserves the right to issue share certificates for the Warrant Holders who have been allocated the shares, as described in 3.2.1 instead.

- 3.2.3 In case that the Warrant Holders, who have been allocated the shares, do not want to receive the share certificate, but intend to use the service of TSD, by depositing the ordinary shares in the account of TSD, account number 600. In this case, the Company will proceed to deposit the ordinary shares, deriving from the exercise of the Warrants, at TSD. For this, TSD will record the same number of ordinary shares as have been allocated in the account of TSD, account number 600, and will issue evidences of the deposits to the Warrant Holders who have been allocated the shares within 7 Business Days from the last day of the Exercise Date. When the Warrant Holders of the allocated shares wish to sell their shares, they must withdraw their shares from the account number 600 as mentioned, through making contact with their securities companies. However, there will be some fees which may be required by TSD and/or the securities companies. In this case, once the SET has approved the trading of the ordinary shares in the SET, and these shares have been withdrawn from the account number 600, the Warrant Holders who have been allocated the ordinary shares, can immediately sell their ordinary shares in the SET.

4. Effectiveness of the Terms and applicable law

These Terms will be effective from the issuance date of the Warrants until and including the last Exercise Date. These Terms will be governed and interpreted by Thai law, and if any content in the Terms is in conflict with the law or any regulation governing the Warrants, the content in such law or regulation shall be applied to the Warrants only in place of the conflicting content.

Warrant Issuer

Gunkul Engineering Public Company Limited



(Miss Sopacha Dhumrongpiyawut)
Authorized Director