



## **TIPCO ASPHALT PUBLIC COMPANY LIMITED**

### **Notification of Allocation of Warrants to Purchase New Ordinary Shares of TASC0 No. 3 (TASC0-W3)**

The warrants shall be allocated for free to the existing shareholders pro-rata (offering price of Baht 0) at a ratio of 10 existing ordinary shares to 1 unit of warrants (fraction to be discarded). The Record Date for the names of shareholders entitled to be allocated the warrants to be issued this time is March 8, 2011 and the names of entitled shareholders will be gathered pursuant to Section 225 of the Securities and Exchange Act by means of closing of the share register book on March 9, 2011.

<b>Part 1 Details of Warrants to Purchase New Ordinary Shares of Tipco Asphalt Public Company Limited No. 3 (TASCO-W3)</b>
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## 1. Nature of the warrants

Name of the warrants	:	Warrants to purchase ordinary shares of Tipco Asphalt Public Company Limited No. 3 ("TASCO-W3")
Category of the warrants	:	Named and transferable warrants
Number of warrants issued and offered	:	15,254,766 units
Number of underlying shares	:	15,254,766 shares (par value of Baht 10 per share) representing 10.00% of total paid-up shares of the Company as of February 22, 2011.
Offering price per unit	:	Baht 0 (zero) per unit
Term of the warrants	:	3 years from the issue and offering date
Issue and offering date	:	April 18, 2011
Exercise ratio	:	1 unit of the warrants to 1 ordinary share (unless there is right adjustment pursuant to Clause 4 of Warrant Covenants)
Exercise price	:	Unless there is adjustment under conditions of Warrant Covenants, the exercise price shall be worked out as below: Months 1-12 From the warrant issue date until the end of 12 months period of the warrants (April 18, 2011 - April 17, 2012), the exercise price shall be Baht <b>62.19</b> per share (initial exercise price). Months 13-18 From the day following the end of 12 months period of the warrants until the end of 18 months period of the warrants (April 18, 2012 - October 17, 2012), the exercise price shall be Baht <b>63.74</b> per share (calculated from initial exercise price + 2.5%). Months 19-24 From the day following the end of 18 months period of the warrants until the end of 24 months period of the warrants (October 18, 2012 - April 17, 2013), the exercise price shall be Baht <b>65.30</b> per share (calculated from initial exercise price + 5.0%). Months 25-30 From the day following the end of 24 months period of the warrants until the end of 30 months period of the warrants (April 18, 2013 - October 17, 2013), the exercise price shall be Baht <b>66.85</b> per share (calculated from initial exercise price + 7.5%). Months 31-36 From the day following the end of 30 months period of the warrants until the end of the term of the warrants (3 years) (October 18, 2013 - April 17, 2014), the exercise price shall be Baht <b>68.41</b> per share (calculated from initial exercise price + 10.0%). The exercise price is calculated from weighted average market price of the Company's ordinary shares over 15 consecutive business days before the date of the Board of Directors' meeting no. 2/2011 on February 22, 2011 resolving for the Company's allocation of warrants,

		which is Baht 62.19 per share.
Exercise period	:	<p>In the first 12 months period from the warrant issue date, the Warrant Holders may exercise the warrants on the last business day of each month.</p> <p>After the first 12 months period from the warrant issue date, the Warrant Holders may exercise the warrants on the last business day of March, June, September and December of each year throughout the term of the warrants.</p> <p>The last exercise date shall be the date of the end of the term of the warrants. In case the last exercise date falls on the Company's holiday, such date shall be changed to the last business day immediately preceding such last exercise date.</p> <p><u>The first exercise date</u> is May 31, 2011</p> <p><u>The last exercise date</u> is April 17, 2014</p>
Notification period for the exercise of warrants	:	During 9.00 - 15.30 hours on business days within 7 business days prior to each exercise date
Secondary market for the warrants	:	The Company will register the warrants as listed securities on the SET within approximately 30 days after the warrant issue date.
Secondary market for the ordinary shares derived from the exercise of warrants	:	The Company will register the ordinary shares derived from the exercise of warrants under this issue and offering as listed securities on the SET.
Warrant Registrar	:	Thailand Securities Depository Company Limited
Impact on the shareholders	:	<p>1) <u>Price dilution</u></p> <p>No impact will be posed on the existing shareholders in term of price dilution as the exercise price in each given period is not lower than the market price, which is calculated from the weighted average market price of the Company's ordinary shares traded on the SET during the previous 15 consecutive business days before the Company's Board meeting no. 2/2011 on February 22, 2011 resolving to approve the allocation of warrants. Exercise price will be adjusted upward in order of the exercise period.</p> <p>2) <u>EPS dilution or control dilution</u></p> <p>In the event of full exercise of warrants (TASCO-W3) of 15,254,766 units by the existing shareholders, there will be no EPS dilution or control dilution effect on the existing shareholders.</p> <p>However, in case where the existing shareholders do not exercise the right to purchase ordinary shares and other parties that are not existing shareholders fully exercise the warrants (TASCO-W3) of 15,254,766 units, there will be EPS or control dilution effect of 9.09%.</p> <p>Besides, if including the possible effect from the case where executive directors and/or employees exercise the warrants allocated to them (ESOP-W1) and get approval from the shareholders meeting this time in the amount of 1,200,000 units, there will be EPS dilution or control dilution effect of 9.74%.</p>
Conditions for right	:	The Company shall adjust the exercise price and exercise ratio

adjustment throughout the term of warrants upon an incurrence of any of the events specified in Clause 4 of Warrant Covenants to ensure that the benefits of the Warrant Holders are not less than the existing status.

Other details : Warrant Holders should study information on Warrant Covenants for TASCOW3 as shown in Part 2 herein.

## 2. Exercise method and submission of evidence documents

Warrant Holders who want to exercise the right to purchase ordinary shares shall notify of such intention within the Notification Period and submit evidence documents at the contact place as follows:

- 1) Duly and accurately completed Exercise Form bearing the Warrant Holders' signature to the Company. The Warrant Holders may download the Exercise Form at the Company's website (<http://www.tipcoasphalt.com>) or request and obtain the Exercise Form at the contact place for the exercise within the Notification Period or the Last Notification Period (as the case may be).
- 2) Warrants duly endorsed as transferor by the Warrant Holders or the certificates representing the warrants as prescribed by the SET in a relevant number as specified in the Exercise Form.
- 3) Payment for new ordinary shares in the amount as specified in the Exercise Form by the methods as specified in Clause 3.5.2 (c) of Warrant Covenants
- 4) Evidence supporting the exercise:
  - (a) Thai individuals: A certified copy of valid identification card
  - (b) Non-Thai individuals: A certified copy of valid alien certificate or passport
  - (c) Thai juristic persons: A copy of affidavit or certificate of incorporation issued by the Ministry of Commerce not over 6 months prior to the exercise date certified by the authorized persons and with company seal affixed (if any), and certified copy of valid identification card, certified copy of valid alien certificate or certified copy of passport of the authorized persons of such juristic person
  - (d) Non-Thai juristic persons: A copy of affidavit or certificate of incorporation, memorandum of association, and articles of association, issued not over 6 months prior to each exercise date, and certified by authorized persons of such juristic person and with company seal affixed (if any), and certified copy of valid alien certificate or passport of the authorized persons of such juristic person

## 3. Contact place for the exercise

Tipco Asphalt Public Company Limited  
Corporate Affairs and Planning Department, 25<sup>th</sup> Floor  
118/1 Tipco Tower, Rama 6 Road  
Samsen Nai, Phayathai District, Bangkok 10400  
Phone: 02-273-6000 ext.7551  
Fax: 02-278-0043

**Part 2 Warrant Covenants of Rights and Duties of the Issuer and Holders of Warrants to Purchase New Ordinary Shares of Tipco Asphalt Public Company Limited No. 3 (TASCO-W3)**



**TIPCO ASPHALT PUBLIC COMPANY LIMITED**

**Offering of Warrants to Purchase New Ordinary Shares of TASCO No. 3 (TASCO-W3)**

An amount of 15,254,766 units with a warrant term of 3 years

1 unit of warrant entitled to purchase 1 new ordinary share

At Baht 62.19 - 68.41 per share (in order of exercise period)

The warrants shall be allocated to the existing shareholders at a ratio of 10 existing ordinary shares to 1 unit of warrants (fraction to be discarded). The Record Date for the names of shareholders entitled to be allocated the warrants to be issued this time is March 8, 2011 and the names of entitled shareholders will be gathered pursuant to Section 225 of the Securities and Exchange Act by means of closing of the share register book on March 9, 2011.

(Translation)

**Warrant Covenants of Rights and Duties of the Issuer and Holders of Warrants to Purchase New Ordinary Shares of Tipco Asphalt Public Company Limited No. 3 (TASCO-W3)**

Warrants to purchase new ordinary shares of Tipco Asphalt Public Company Limited No. 3 are issued by Tipco Asphalt Public Company Limited ("TASCO" or "the Company") and allocated to the existing shareholders of the Company according to the resolution of the Ordinary General Meeting of Shareholders No. 1/2011 held on April 5, 2011.

The Warrant Holders shall be entitled to the rights as described in the Warrant Covenants and the Issuer and Warrant Holders shall be obligated according to the Warrant Covenants as described herein in all respects. It shall also be deemed that the Warrant Holders fully acknowledge and understand all the terms and conditions set forth, as well as consent to the appointment of Warrant Registrar and the terms and conditions pertaining to the Registrar Appointment Agreement. The Issuer shall arrange to have a copy of the Warrant Covenants kept at its head office and a copy of the Registrar Appointment Agreement kept at the head office of the Warrant Registrar so that the Warrant Holders can review such documents at the respective parties' head offices during their business days and business hours (as the case may be).

**Definitions**

***All terms and phrases used in these Warrant Covenants shall bear the meanings as follows:***

Warrant Covenants	mean	the covenants with regards to the rights and duties of the Issuer and Holders of the warrants to purchase ordinary shares of Tipco Asphalt Public Company Limited No. 3 ("TASCO-W3").
Warrants	mean	warrants to purchase ordinary shares of Tipco Asphalt Public Company Limited with details as specified in the Warrant Covenants.
Certificate Representing the Warrants	means	a certificate issued by Thailand Securities Depository Company Limited representing the warrants to purchase ordinary shares of Tipco Asphalt Public Company Limited.
The Company or the Issuer	means	Tipco Asphalt Public Company Limited ("TASCO" or "the Company").
Business days	mean	the days on which commercial banks in Bangkok operate as usual, except Saturdays or Sundays or any bank holidays as announced by the Bank of Thailand.
Warrant Holders	mean	holders of the warrants to purchase ordinary shares of the Company, including holders of the certificates representing the warrants to purchase ordinary shares of the Company.
Register of Warrant Holders or Warrant Register	means	register book or source of register data in relation to warrants and Warrant Holders kept and maintained by Warrant Registrar.
Rights pertaining to warrants	means	all rights pertaining to warrants including but not limited to right to subscribe for underlying shares, right to attend and vote at warrant holders' meeting, and right to claim for damages in case of inadequacy of underlying shares.
Issue date	means	April 18, 2011.

Exercise date	means	as specified in Clause 3.1 of the Warrant Covenants.
Last exercise date	means	as specified in Clause 3.1 of the Warrant Covenants.
SEC	means	the Securities and Exchange Commission.
SET	means	the Stock Exchange of Thailand.
Warrant Registrar or Registrar	means	Thailand Securities Depository Company Limited
TSD	means	Thailand Securities Depository Company Limited

## 1. Nature of the warrants

<b>Name of the warrants:</b>	Warrants to purchase ordinary shares of Tipco Asphalt Public Company Limited No. 3 ("TASCO-W3")	
<b>Category of the warrants:</b>	Named and transferable warrants	
<b>Number of warrants issued and offered:</b>	15,254,766 units	
<b>Number of underlying shares:</b>	15,254,766 shares (par value of Baht 10 per share) representing 10.00% of total paid-up shares of the Company as of February 22, 2011.  Calculation method of underlying shares and ratio of underlying shares for exercise of warrants is shown in Attachment 1 of Warrant Covenants.	
<b>Offering price per unit:</b>	Baht 0 (zero) per unit	
<b>Term of the warrants:</b>	3 years from the issue and offering date	
<b>Offering method:</b>	The warrants shall be offered to the existing shareholders at an offering ratio of 10 existing ordinary shares to 1 new unit of the warrants. Any fraction from calculation shall be discarded.  The Record Date for the names of shareholders allocated the warrants to purchase new ordinary shares is set to be March 8, 2011 and the names of entitled shareholders will be gathered pursuant to Section 225 of the Securities and Exchange Act B.E. 2535 (1992) (and any amendment thereafter) by means of closing of the share register book on March 9, 2011.	
<b>Issue and offering date:</b>	April 18, 2011	
<b>Exercise ratio:</b>	1 unit of the warrants to 1 ordinary share (unless there is right adjustment pursuant to Clause 4 of Warrant Covenants)	
<b>Exercise price:</b>	Unless there is adjustment under conditions of Warrant Covenants, the exercise price shall be worked out as below:  Months 1-12      From the warrant issue date until the end of 12 months period of the warrants (April 18, 2011 - April 17, 2012), the exercise price shall be Baht <b>62.19</b> per share ( <i>initial exercise price</i> ).  Months 13-18    From the day following the end of 12 months period of the warrants until the end of 18 months period of the warrants (April 18, 2012 - October 17, 2012), the exercise price shall be Baht <b>63.74</b> per share ( <i>calculated from initial</i>	

*exercise price + 2.5%).*

Months 19-24	From the day following the end of 18 months period of the warrants until the end of 24 months period of the warrants (October 18, 2012 - April 17, 2013), the exercise price shall be Baht <b>65.30</b> per share ( <i>calculated from initial exercise price + 5.0%</i> ).
Months 25-30	From the day following the end of 24 months period of the warrants until the end of 30 months period of the warrants (April 18, 2013 - October 17, 2013), the exercise price shall be Baht <b>66.85</b> per share ( <i>calculated from initial exercise price + 7.5%</i> ).
Months 31-36	From the day following the end of 30 months period of the warrants until the end of the term of the warrants (3 years) (October 18, 2013 - April 17, 2014), the exercise price shall be Baht <b>68.41</b> per share ( <i>calculated from initial exercise price + 10.0%</i> ).

The exercise price is calculated from weighted average market price of the Company's ordinary shares over 15 consecutive business days before the date of the Board of Directors' meeting no. 2/2011 on February 22, 2011 resolving for the Company's allocation of warrants, which is Baht 62.19 per share.

**Exercise period:**

*In the first 12 months period from the warrant issue date, the Warrant Holders may exercise the warrants on the last business day of each month.*

*After the first 12 months period from the warrant issue date, the Warrant Holders may exercise the warrants on the last business day of March, June, September and December of each year throughout the term of the warrants.*

*The last exercise date shall be the date of the end of the term of the warrants. In case the last exercise date falls on the Company's holiday, such date shall be changed to the last business day immediately preceding such last exercise date.*

The first exercise date is May 31, 2011 and the last exercise date is April 17, 2014 as detailed and specified in Clause 3.1 of the Warrant Covenants.

**Secondary market for the warrants:**

The Company will register the warrants as listed securities on the SET within approximately 30 days after the warrant issue date.

**Secondary market for the ordinary shares derived from the exercise of warrants:**

The Company will register the ordinary shares derived from the exercise of warrants under this issue and offering as listed securities on the SET.

**Warrant Registrar:**

Thailand Securities Depository Company Limited

**Impact on the shareholders:**

As the warrants are issued and allocated to the existing shareholders pro-rata, there will be no impact on the shareholders as of the warrant issue date. However, any exercise of warrants will have effects on the shareholders as presented in Attachment 2 of the Warrant Covenants.



## **2. Subscription, selling and allocation of warrants**

### **2.1 Offering method**

The warrants offering is not made through an underwriter, but made to the existing shareholders whose names appear in the share register as of March 9, 2011 for free at an offering ratio of 10 existing ordinary shares to 1 unit of warrants. Any fraction from calculation shall be discarded.

### **2.2 Warrant subscription date, method and payment**

The Company allocates the warrants to the existing shareholders as of the warrant issue date for free. Existing shareholders of the Company will receive warrants in the amount to be allocated with no subscription.

### **2.3 Delivery method**

The Company will proceed to have TSD as the Warrant Registrar and will deliver the warrants to the existing shareholders whose names appear in the share register as of March 9, 2011 as detailed below:

- (1) In case the persons who are allocated the warrants have no trade accounts with any securities companies, the Company will issue and assign TSD to deliver the warrant certificates in the amount as allocated to such persons by registered mail to the name and address as appearing on the share register as of March 9, 2011, within 45 days from the warrant issue date. In this case, the persons allocated the warrants will not be able to sell the warrants so allocated on the SET unless they have received the warrant certificates.
- (2) In case the persons who are allocated the warrants have trade accounts with securities companies, the Company will issue and assign TSD to deliver the warrant certificates in the amount as allocated to such persons by transferring the warrants to the trade accounts of the shareholders so allocated whose names appear in the share register of the Company as of March 9, 2011 under the scripless system. In this case, the persons allocated the warrants will be able to forthwith sell the warrants so allocated once the warrants become listed on the SET.

## **3. Exercise procedures and conditions**

### **3.1 Exercise date**

The Warrant Holders shall exercise the warrants on the last business day of each month for the first 12 months from the warrant issue date, and on the last business day of March, June, September and December of each year throughout the remaining term of the warrants. The last exercise date shall be the date of the end of the term of the warrants. In case the last exercise date falls on the Company's holiday, such date shall be changed to the last business day immediately preceding the last exercise date.

In this regard, the first exercise date is May 31, 2011 and the last exercise date is April 17, 2014. In case the last exercise date falls on the Company's holiday, such date shall be changed to the last business day immediately preceding the last exercise date.

### **3.2 Notification period for the exercise of warrants**

The Warrant Holders who wish to exercise their rights to purchase ordinary shares of the Company must notify the intention to purchase ordinary shares of the Company at the place and by the method specified in Clause 3.4 and Clause 3.5 of the Warrant Covenants during 9:00 - 15:30 hours on business days within 5 business days prior to each exercise date (hereinafter called the

“Notification Period”). In case of the last exercise date, the Notification Period shall not be within 15 days prior to the last exercise date (hereinafter called the “Last Notification Period”).

The Company will not close the register to suspend the transfer of warrants, except for the last exercise date in which case the Company will close the register to suspend the transfer of warrants for 21 days prior to, and including, the last exercise date. In this regard, the SET will post an SP (Suspended) sign on the warrants for 3 business days prior to the closing date of the register (in the event that the closing date of the register falls on the SET’s holiday, the register book closing date shall be changed to the preceding business day). Trading of the warrants shall be suspended until the last exercise date.

The information regarding the warrant exercise, exercise ratio, exercise price, exercise period and Notification Period together with the place for the exercise will be revealed by the Company through the SET’s information distribution system (ELCID) at least 5 business days prior to the first date of each Notification Period. For the last exercise date, besides disseminating through ELCID at least 14 days in advance, the Company will send the information by registered mail to the Warrant Holders whose names appear on the Warrant Holders register as of the last register closing date within 7 days from the register closing date.

### **3.3 Warrant Registrar**

Thailand Securities Depository Company Limited (“TSD”)

62 The Stock Exchange of Thailand Building

Rachadapisek Road, Klongtoey District

Bangkok 10110

Phone: 662 229 2800

Fax: 662 654 5427

TSD Call Center: 662 229 2888

E-mail: TSDCallCenter@set.or.th

Website: <http://www.tsd.co.th>

The Warrant Registrar is duty-bound under the Registrar Appointment Agreement to prepare and maintain warrant holder register until all the warrants have been exercised to purchase the underlying shares or until the end of the term of the warrants (as the case may be).

The Warrant Registrar will be responsible for closing the warrant holder register which must consist of full name, nationality and address of the Warrant Holders and other details as required by TSD. If there are any discrepancies of the data, the information in the warrant holder register will be deemed correct.

Hence, the Warrant Holders are responsible for directly notifying the Warrant Registrar of any changes or errors in the information in the warrant holder register and the Warrant Registrar will further execute the changes or correction as have been notified.

The Company reserves the right to change the Warrant Registrar and will promptly keep the Warrant Holders notified of such change via ELCID, as well as so inform the SEC within 15 days from such change.

### **3.4 Contact place for the exercise**

Tipco Asphalt Public Company Limited

Corporate Affairs and Planning Department, 25<sup>th</sup> Floor

118/1 Tipco Tower, Rama 6 Road

Samsen Nai, Phayathai District, Bangkok 10400

Phone: 02-273-6000 ext.7551

Fax: 02-278-0043

In case the Company changes the contact place for the exercise, the Company will inform the Warrant Holders of such change via the SET's information distribution system (ELCID).

### **3.5 Exercise method and process**

The Warrant Holders who want to exercise the right to purchase ordinary shares shall notify of such intention within the Notification Period specified in Clause 3.2 above, the process of which is as below:

3.5.1 Exercise of warrants of Warrant Holders under script system and that under scripless system are different from each other as follows:

(a) In case of the script system, the Warrant Holders who wish to exercise their rights to purchase shares shall use certificates representing the warrants as evidence in notifying of the exercise of warrants.

(b) In case of the scripless system, the Warrant Holders who want to exercise the right shall notify their intention and fill in the application for withdrawing the warrants or issuing the certificates representing the warrants as prescribed by the SET, as follows:

- In case the Warrant Holders have trade accounts (warrants being in account "Thailand Securities Depository Co., Ltd. for depositors"), the Warrant Holders who want to exercise the right shall notify their intention and fill in the application for withdrawing the warrants or issuing the certificates representing the warrants as prescribed by the SET for submission to the securities companies who are the Warrant Holders' brokers. The brokers will then notify TSD to withdraw the warrants or have the certificates representing the warrants issued for the Warrant Holders' use as evidence in exercise of warrants to purchase the ordinary shares.
- In case the Warrant Holders have no trade accounts (warrants being with TSD in "Member No. 600 Account"), the Warrant Holders who want to exercise the right shall notify their intention and fill in the application for withdrawing the warrants or issuing the certificates representing the warrants as prescribed by the SET for submission to TSD to withdraw the warrants from such account and TSD will issue certificates representing the warrants for the Warrant Holders' use as evidence in exercise of warrants to purchase the ordinary shares.

3.5.2 The Warrant Holders or the holders of certificates representing the warrants who wish to exercise their rights to purchase shares shall also comply with the conditions pertaining to notification of the exercise of right by taking actions and submitting the documents as mentioned below at the contact place specified in Clause 3.4 herein:

(a) Submission of the duly and accurately completed Exercise Form bearing the Warrant Holders' signature to the Company. The Warrant Holders may download the Exercise Form at the Company's website (<http://www.tipcoasphalt.com>) or request and obtain the Exercise Form at the contact place for the exercise within the Notification Period or the Last Notification Period (as the case may be).

(b) Handover of the warrants duly endorsed as transferor by the Warrant Holders or the certificates representing the warrants as prescribed by the SET in a relevant number as specified in the Exercise Form.

(c) Payment for new ordinary shares in the amount as specified in the Exercise Form to the Company by a crossed personal cheque, cashier's cheque (bank cheque) or draft collectible in Bangkok within 2 business days from each exercise date, made payable to "Tipco Asphalt Plc. For Account of Share Subscription" or by transfer of

payment to the Company's account, United Overseas Bank (Thai) Public Company Limited, Rama 6 Branch, Saving Account 123-2-06615-7, with transfer document submitted as evidence.

The exercise shall be valid only if the payment is collectible. In the event that the payment cannot be collected for whatsoever reasons not caused by the Company, the Warrant Holders shall be deemed as intending to cancel such exercise and the Company correspondingly agrees with such cancellation and will return the warrants or the certificates representing the warrants via registered post within 14 days from the respective exercise date. However, such cancellation shall not deprive the Warrant Holders of the rights to purchase ordinary shares for the next time, except for the cancellation of the last exercise whereby their rights to purchase the ordinary shares shall be deemed to expire. The Company shall not be liable for payment of any interest and/or any other damages in whatsoever case.

(d) Evidence documents supporting the exercise

- **Thai individuals:** A certified copy of valid identification card or in the absence of identification card must be use certified copy of the household registration or a copy of other official documents with 13-digit identification card number. If person who will exercise is a child must submit parental consent with a copy of valid identification card of parents and a copy of the household registration of a child that certified copy by parents.
- **Non-Thai individuals:** A certified copy of valid alien certificate or passport
- **Thai juristic persons:** A copy of affidavit or certificate of incorporation issued by the Ministry of Commerce not over 6 months prior to the exercise date certified by the authorized persons and with company seal affixed (if any), and certified copy of valid identification card, certified copy of valid alien certificate or certified copy of passport of the authorized persons of such juristic person
- **Non-Thai juristic persons:** A copy of affidavit or certificate of incorporation, memorandum of association, and articles of association, issued not over 6 months prior to each exercise date, and certified by authorized persons of such juristic person and with company seal affixed (if any), and certified copy of valid alien certificate or passport of the authorized persons of such juristic person

- 3.5.3 The Warrant Holders who wish to exercise the rights are responsible for all expenses including duty stamps or other taxes (if any) according to the provisions of the Revenue Code or other laws and regulations that are related to or enforced in the exercise of the warrants.
- 3.5.4 The number of warrants to be exercised must be in a whole number with the exercise ratio of 1 unit of warrants to 1 ordinary share, unless there is adjustment of rights as specified in Clause 4 of the Warrant Covenants.
- 3.5.5 The number of ordinary shares to be issued upon the exercise shall be calculated by dividing the Warrant Holders' payment amount as mentioned in Clause 3.5.2 (c) by the exercise price during the exercise period. The Company shall issue its ordinary shares in a whole number not greater than the number of warrants multiplied by the exercise ratio. If there is an adjustment of the exercise price and/or the exercise ratio, resulting in fraction of shares, the Company will discard such fraction in the calculation and return to the Warrant Holders the paid amount left from such exercise by registered mail within 14 days from the day following each exercise date with no interest reimbursement in whatsoever cases.
- 3.5.6 If the Company receives incomplete evidence of the warrants as specified in the Exercise Form, or finds that the information filled in by the Warrant Holders is incomplete or incorrect or an inadequate duty stamp (if any) is affixed as required by the relevant laws or regulations, the Warrant Holders must make a remedy in order to

comply with the conditions within the respective exercise period; otherwise, the Company shall deem that the notification is invalid and there is no exercise of the warrants. The Company will then return the amount of payment received and the warrants or certificates representing the warrants to the Warrant Holders by registered mail within 14 days from the day following the respective exercise date with no interest reimbursement in all cases except for the last exercise whereby such warrants shall be deemed to expire without any exercise thereof. The Company shall not be liable for payment of any interest and/or any other damages in whatsoever case.

In the event that the Warrant Holders or holders of certificates representing the warrants fail to make payment for such exercise in full, or make payment in excess of the exercise amount, the Company reserves the right to proceed with any of the following alternatives as deemed appropriate by the Company:

- (a) Deem that the number of ordinary shares subscribed is equal to (1) the number of new shares obtainable as per the right issue, or (2) the number of new shares obtainable according to the payment amount for the exercise of warrants actually received by the Company at the exercise price and the exercise ratio at the moment (whichever is lower), or
- (b) Have the Warrant Holders or holders of certificates representing the warrants make additional payment according to the amount required for the exercise within the exercise notification period. If the Company does not receive the amount of payment fully according to the exercise of right within such period, the Company shall deem such exercise notification to expire without any exercise of warrants, except for the last exercise of warrants whereby the Company shall proceed as (a) above.

In cases of (a) or (b), the Company will return to the Warrant Holders the unexercised or warrants or certificates representing the warrants remaining from partial exercise and/or the remaining payment balance after the exercise by crossed cheques payable to the Warrant Holders or holders of certificates representing the warrants by registered mail within 14 days from the day following the respective exercise date with no interest reimbursement in all cases. However, the warrants that are not yet exercised shall remain valid until the last exercise date.

In case the Company cannot return the payment on the unexercised portion to the Warrant Holders within 14 days from the respective exercise notification period, the Warrant Holders shall receive interest at the rate of 1.50% per annum calculated from the unexercised portion from the day after the 14 days period until the day on which the Warrant Holders receive such payment.

Upon the Company returning the said amount of payment or sending crossed cheques payable to the Warrant Holders by registered mail at the contact address indicated in the Exercise Form, it shall be deemed the Warrant Holders have received the amount of payment on the unexercised portion and no claim for interest and/or damages can be made.

- 3.5.7 Once the Warrant Holders or holders of certificates representing the warrants have complied with all notification conditions, i.e. the Warrant Holders have correctly and completely delivered the warrants or the certificates representing the warrants and the Exercise Form together with supporting documents, and paid for the ordinary share subscription, they may not revoke the exercise without written consent from the Company.
- 3.5.8 In case that the Warrant Holders or holders of certificates representing the warrants deliver the warrants in the number exceeding the number intended to exercise, the Company will send the new warrant certificates in the unexercised number to the Warrant Holders, in the script system, by registered mail within 15 days from the respective exercise date, and cancel the existing warrant certificates.

- 3.5.9 If after the last exercise date the Warrant Holders have not completely complied with all the conditions governing the exercise, the warrants shall be deemed expire without any exercise and the Warrant Holders may not exercise their rights and may not claim for any damages or compensation.
- 3.5.10 After each exercise date, the Company will register the change in its paid-up capital to the Ministry of Commerce according to the number of newly issued ordinary shares for each of the exercise periods within 14 days from the exercise date and after the Company has received full payment for the shares entitled for the exercise of warrant in each period. In this regard, the Company will register to TSD, as the Registrar, the warrant holders who have exercised their right as the Company's shareholders in the share register book as per the number of ordinary shares calculated from such exercise of warrants.
- The Company will file for listing of the ordinary shares arising from exercise of warrants on the SET within 30 days from each exercise date.
- 3.5.11 In case that the number of underlying ordinary shares are insufficient for the exercises of warrant, the Company will indemnify for the incurred losses to the Warrant Holders who are unable to exercise their right. However, the Company will not indemnify to the Warrant Holders as a result of their inability to obtain shares on account of their exercise of warrant because such Warrant Holders are non-Thai nationals that cannot exercise the warrants as restricted by the shareholding proportion maintenance requirements according to the Company's articles of association, no. 9 regarding shareholding by foreign persons (including that as may be amended thereafter), even though the ordinary shares are adequate to accommodate the exercise of warrant.
- 3.5.12 The Company's Board of Directors or the person authorized thereby is empowered to determine the conditions and other details and to determine the causes for issuing new ordinary shares to accommodate the proper changes in the exercise price and/or the exercise ratio based on appropriate calculation method when there are circumstances as prescribed and notified by the Capital Market Supervisory Board. In case necessary, the Board of Directors may submit the matter to the shareholders' meeting for consideration and approval pursuant to the relevant rules and regulations.

#### 4. Conditions for right adjustment and change in exercise price

The Company shall adjust the exercise price and exercise ratio throughout the term of warrants upon an incurrence of any of the following events to ensure that the benefits of the Warrant Holders are not less than the existing status:

- (a) There is a change in the par value of the Company's issued ordinary shares as a result of the share consolidation or division. The change of the exercise price and the exercise ratio shall take effect immediately from the date of registering the change in the par value of the Company's shares with the Ministry of Commerce.

The exercise price will be adjusted according to the following formula:

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

The exercise ratio will be adjusted according to the following formula:

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

Where:

Price 1 is New exercise price after the adjustment

Price 0	is	Exercise price before the adjustment
Ratio 1	is	New exercise ratio after the adjustment
Ratio 0	is	Exercise ratio before the adjustment
Par 1	is	Par value of ordinary share after the adjustment
Par 0	is	Par value of ordinary share before the adjustment

- (b) The Company offers to sell its newly issued ordinary shares by rights issue to the existing shareholders and/or public offering and/or private placement at a "net price per share of newly issued ordinary shares" calculated below 90% of the "market price per share of the Company's ordinary shares."

The adjustment of the exercise price and the exercise ratio shall take effect immediately from the first day that the ordinary share subscribers will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case of rights issue and/or the first day of offering in case of public offering and/or private placement, as the case may be.

"Net price per share of newly issued ordinary shares" is calculated from the total sum the Company will receive from the ordinary share offering deducted by expenses arising from the share issuance and then divided by the total number of newly issued shares.

"Market price per share of the Company's ordinary shares" refers to the weighted average market price of the ordinary share of the Company on the SET during the 5 latest business days before the calculation date (weighted average market price is total value of the traded ordinary shares divided by total number of the traded ordinary shares.).

"Calculation date" refers to the first date that the ordinary share subscribers will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case of rights issue and/or the first date of new share offering in case of public offering and/or private placement, as the case may be.

In case "market price per share of the Company's ordinary shares" cannot be calculated because there is no trading of the shares at that time, the Company will use the average market price during the retroactive 5 business days from the calculation date. In the absence of such price, the average market price during the retroactive 1 month will be used. However, in case no such price can be obtained, the Company will instead determine the fair price.

In case there is more than one offering price for ordinary shares at a time under the condition that the subscriptions are to be done simultaneously, the net price of newly issued shares will be calculated based on all such offering prices. In case the offerings are not subject to the said simultaneous subscription condition, only the offering prices that are below 90% of the "market price per share of the Company's ordinary shares" will be applied in the calculation for the adjustment.

The exercise price will be adjusted according to the following formula:

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

The exercise ratio will be adjusted according to the following formula:

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

Where:

Price 1	is	New exercise price after the adjustment
Price 0	is	Exercise price before the adjustment
Ratio 1	is	New exercise ratio after the adjustment
Ratio 0	is	Exercise ratio before the adjustment
MP	is	"Market price per share of the Company's ordinary shares"
A	is	Number of outstanding paid-up ordinary shares as of the date prior to the closing of the shareholder register for newly issued share subscription rights in case of rights issue and/or the date prior to the first date of offering in case of public offering and/or private placement, as the case may be
B	is	Number of newly issued shares offered by rights issue and/or public offering and/or private placement, as the case may be
BX	is	The sum that the Company receives deducted by expenses (if any) incurred from the offering of shares either by rights issue and/or public offering and/or private placement, as the case may be

- (c) The Company offers by rights issue and/or public offering and/or private placement its newly issued securities, which entitle the holders to convert or to change into ordinary shares or to subscribe for ordinary shares (e.g. convertible debentures or warrants to purchase ordinary shares) at a "net price per share of the newly issued underlying ordinary shares" of below 90% of the "market price per share of the Company's ordinary shares."

The adjustment of the exercise price and the exercise ratio shall take effect immediately from the first day that the ordinary share subscribers do not obtain rights to subscribe for the said newly issued securities that are convertible or changeable into ordinary shares or that give the rights to purchase ordinary shares (the first day that the SET posts an XR sign or an XW sign) in case of rights issue and/or the first day of offering of the newly issued securities that are convertible or changeable into ordinary shares or that give the rights to purchase ordinary shares in case of public offering and/or private placement, as the case may be.

The exercise price will be adjusted according to the following formula:

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

The exercise ratio will be adjusted according to the following formula:

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

Where:

Price 1	is	New exercise price after the adjustment
Price 0	is	Exercise price before the adjustment
Ratio 1	is	New exercise ratio after the adjustment
Ratio 0	is	Exercise ratio before the adjustment
MP	is	"Market price per share of the Company's ordinary shares"



- A is Number of outstanding paid-up shares as of the date prior to the closing of the shareholder register for subscription rights for newly issued securities that are convertible or changeable into ordinary shares or that give the rights to purchase ordinary shares in case of rights issue and/or the date prior to the first date of offering of the securities that are convertible or changeable into ordinary shares or that give the rights to purchase ordinary shares in case of public offering and/or private placement, as the case may be
- B is Number of the newly issued underlying shares for the securities that are convertible or changeable into ordinary shares or that give the rights to purchase ordinary shares offered by rights issue and/or public offering and/or private placement
- BX is The sum that the Company receives, deducted by expenses incurred on the offering of securities that are convertible or changeable into ordinary shares or that give the rights to purchase ordinary shares by rights issue and/or public offering and/or private placement, plus the sum received from the exercise of rights to convert or change into ordinary shares or to purchase ordinary shares

- (d) The Company makes a stock dividend payment, in whole or in part, to its shareholders, where the adjustment of the exercise price and the exercise ratio shall take effect immediately from the first day that the ordinary share subscribers have no rights to receive the stock dividend (the first date that the SET posts an XD sign).

The exercise price will be adjusted according to the following formula:

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

The exercise ratio will be adjusted according to the following formula:

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

Where:

- Price 1 is New exercise price after the adjustment
- Price 0 is Exercise price before the adjustment
- Ratio 1 is New exercise ratio after the adjustment
- Ratio 0 is Exercise ratio before the adjustment
- A is Number of outstanding paid-up shares as of the date prior to the closing of the shareholder register for rights to stock dividend
- B is Number of newly issued ordinary shares as stock dividend

- (e) The Company makes a cash dividend payment at the rate higher than 80% of net profit after income tax according to the operating results for any fiscal period during the term of warrants. The adjustment of the exercise price and the exercise ratio shall take effect immediately from the date that the ordinary share subscribers will have no rights to receive the cash dividend (the first date that the SET posts an XD sign).

The percentage of the cash dividend paid to shareholders shall be calculated by dividing the actual cash dividend paid based on the operational performance in each fiscal period by net profit after income tax according to the operating results in the same fiscal period. The actual cash dividend paid shall also include all interim dividend payments made during the said fiscal period.

The exercise price will be adjusted according to the following formula:

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

The exercise ratio will be adjusted according to the following formula:

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

Where:

Price 1	is	New exercise price after the adjustment
Price 0	is	Exercise price before the adjustment
Ratio 1	is	New exercise ratio after the adjustment
Ratio 0	is	Exercise ratio before the adjustment
MP	is	Market price per share of the Company's ordinary shares
D	is	Dividend per share paid to the shareholders
R	is	Dividend per share paid, if calculated at a rate of 80% of net profit after income tax of the Company divided by total number of shares entitled to dividend

- (f) In case there are any events other than those in Clause 4 (a) - (e) that may impair the Warrant Holders' obtainable rights and benefits, the Company shall fairly 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) without lessening the Warrant Holders' rights and benefits. The result of such consideration shall be deemed final. The Company will so notify the SET, the SEC and the Registrar without delay within 15 days from the date the event causing the adjustment occurs or the consideration result becomes final, as well as announce the revised Warrant Covenants at the Company's head office.
- (g) The calculation for adjustment of the exercise price and the exercise ratio according to Clause 4 (a) through (f) above are independent of one another and in chronological order. In case more than one event simultaneously occurs, the calculation for adjustment shall be made in a respective order as follows: Clause 4 (a) ⇒ (e) ⇒ (d) ⇒ (b) ⇒ (c) ⇒ (f), with a 3-decimal digit number for the exercise price and the exercise ratio to be maintained.
- (h) The calculation for adjustment of the exercise price and the exercise ratio according to Clause 4 (a) through (f) above will not cause upward adjustment of the exercise price and/or the downward adjustment of the exercise ratio, except in case of consolidation of shares and will have the new exercise price after adjustment (3-decimal digit number) multiplied by number of ordinary shares (number of ordinary shares are derived from new exercise ratio multiplied by number of warrants intended to be exercised, and any fraction from the result of which is to be

discarded). Any fraction from the amount calculated from the exercise of right shall be discarded.

In case of adjustment of the exercise price, which results in the new exercise price being lower than the par value of the ordinary shares of the Company, the par value of the ordinary shares of the Company will be used as the new exercise price. For the exercise ratio, the exercise ratio calculated as in Clause 4 (a) through (f) will still be used as the new exercise ratio.

- (i) The Company will notify the SEC and the SET of the result of the adjustment of the exercise price and the exercise ratio according to Clause 4 (a) - (f) above, i.e. the new exercise price, new exercise ratio and the effective dates thereof, and will announce details of the adjustment thereof at the Company's head office and via the SET's information distribution system (ELCID) within 15 days from the effective date of such adjustment.
- (j) The Company will neither change the exercise price and the exercise ratio, except for an adjustment according to the adjustment conditions prescribed in Clause 4 of the Warrant Covenants, nor extend the term of warrants.
- (k) The Company may adjust the exercise price together with the issuance of the new warrants to compensate for the amendment to the exercise ratio or adjustment of the rights of warrants. If the Company has to issue additional underlying ordinary shares, the Company shall adequately submit to the SEC before the adjustment the resolutions of the shareholder meeting's approval of the issuance of such additional underlying ordinary shares, whereby it shall be deemed that the Company is permitted to offer the additional underlying shares.

## 5. Indemnity in case of failure to reserve ordinary shares for exercise of warrants

- 5.1 The Company will indemnify the Warrant Holders who have expressed their intention to exercise the warrants and correctly and completely complied with all relevant conditions specified in Clause 3 of the Warrant Covenants, but the Company is unable to make available ordinary shares to fully accommodate their exercise of warrants.

Damages for which the Company has to indemnify the Warrant Holders can be calculated as below:

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

Where:

- B is Number of ordinary shares that cannot be provided and/or increased in accordance with the exercise ratio per 1 unit increased
- MP is Weighted average market price of the Company's ordinary shares on each exercise date when the Warrant Holders or holders of certificates representing the warrants notify intention to exercise the warrants (weighted average price of ordinary shares of the Company calculated from total trading value of its ordinary shares divided by total number of its ordinary shares traded on the SET)
- EP is Exercise price or adjusted exercise price of the warrants and/or exercise ratio specified in Clause 4 of the Warrant Covenants

In case where no weighted average market price per share of the Company's ordinary shares is available due to no trading of the shares on the warrant exercise date, the Company will determine a fair price for use in calculation.

- 5.2 Indemnification as mentioned in Clause 5.1 will be made by the Company through crossed cheque payable to the Warrant Holders and sent by registered mail within 14 days from each exercise date with no interest borne.

If the Company fails to indemnify as such within the prescribed period, it shall be obligated to pay interest at the rate of 1.50% p.a. to the Warrant Holders for the late payment, with the charge calculation made from the date after the end of the 14 days period until the date when the Warrant Holders have received the indemnity. In whatsoever case, if the Company has duly and correctly sent the indemnity cheque to the Warrant Holders by the registered mail to the address as specified in the Exercise Form, the Warrant Holders shall be deemed as having duly and rightfully received the indemnity and the Warrant Holders will no longer be entitled to claim for any interest or damages.

## 6. Warrant Status during the Period Warrant Holders Expressing Intention to Exercise

Status of warrants during the period when Warrant Holders express intention to exercise and the date before the share registrar will register the names of such Warrant Holders as shareholders in the share register of the Company and the Ministry of Commerce will register the increase of paid-up capital as a result of the exercise of warrants will have the same status and right as that when the intention to exercise has not been expressed. From the time the share registrar of the Company has registered the names of such Warrant Holders rightfully and completely in the share register, and the Ministry of Commerce has registered the increase of paid-up capital as a result of the exercise of warrants, the Warrant Holders will be deemed having the complete right and status of the Company's shareholders in the relevant shareholding amount.

## 7. Rights of the newly issued shares arising from the exercise of warrants

The ordinary shares issued from the exercise of warrants will have the same rights and the same status as the ordinary shares previously issued by the Company, including the rights to receive dividend or any other benefits the Company provides to the shareholders, effective from the date the Company's ordinary share registrar registers the Warrant Holders' names in the Company's share register and the Ministry of Commerce has registered the increase in paid-up capital. If the Company announces the date of entitlement to dividend or other benefits for the shareholders before it registers the names of the Warrant Holders as shareholders in the Company's share register already registered with the Ministry of Commerce, such Warrant Holders shall not be entitled to receive the dividend or such other benefits.

## 8. Details of newly issued underlying ordinary shares for the exercise of warrants

### Nature of shares

Number of newly issued underlying ordinary shares to accommodate the warrants issued and offered to the existing shareholders	: 15,254,766 shares, representing 100% of the number of warrants issued and offered to the existing shareholders, and constituting 10% of the Company's total paid-up capital as of 22 February 2011
Par value	: Baht 10.00 per share
Exercise price	: Unless otherwise specified as per the right adjustment, the exercise price will be as follows: Months 1-12 From the warrant issue date until the end of 12 months period of the warrants (April 18, 2011 - April 17, 2012), the exercise price shall be Baht <b>62.19</b> per share ( <i>initial exercise price</i> ). Months 13-18 From the day following the end of 12 months period of the warrants until the end of 18 months period of the warrants (April 18, 2012 - October 17, 2012), the exercise price shall be Baht <b>63.74</b> per share

*(calculated from initial exercise price + 2.5%).*

Months 19-24 From the day following the end of 18 months period of the warrants until the end of 24 months period of the warrants (October 18, 2012 - April 17, 2013), the exercise price shall be Baht **65.30** per share *(calculated from initial exercise price + 5.0%).*

Months 25-30 From the day following the end of 24 months period of the warrants until the end of 30 months period of the warrants (April 18, 2013 - October 17, 2013), the exercise price shall be Baht **66.85** per share *(calculated from initial exercise price + 7.5%).*

Months 31-36 From the day following the end of 30 months period of the warrants until the end of the term of the warrants (3 years) (October 18, 2013 - April 17, 2014), the exercise price shall be Baht **68.41** per share *(calculated from initial exercise price + 10.0%).*

The exercise price is calculated from weighted average market price of the Company's ordinary shares over 15 consecutive business days before the date of the Board of Directors' meeting no. 2/2011 on February 22, 2011 resolving for the Company's allocation of warrants, which is Baht 62.19 per share.

As the Company's ordinary shares are listed securities on the SET, the newly issued ordinary shares arising from the exercise of warrants will be tradable on the SET after the Company has listed the said new shares on the SET. The Company will file an application for listing of the newly issued ordinary shares arising from the exercise of warrants on the SET without delay, but not later than 30 days from each exercise date, so that the said ordinary shares would be tradable on the SET similarly to the Company's existing ordinary shares. In case the Company has some underlying ordinary shares remaining from the last exercise date, it will propose the matter to the Board of Directors' meeting and the shareholders' meeting respectively for further consideration.

## **9. Issue and delivery of newly issued ordinary shares**

Holders of warrants or certificates representing warrants to purchase ordinary shares may opt for either one of the following undertakings:

- (1) In case where the Warrant Holders to whom ordinary shares have been allocated wish to have the ordinary share certificates issued in their own names, the TSD will deliver to the Warrant Holders via registered mail the share certificates. This registered mail will be sent to the Warrant Holders within 15 business days from the relevant exercise date. In this case, the Warrant Holders may not be able to sell the ordinary shares derived from the exercise of warrant on the SET, until they have received the share certificates which may be received after the ordinary shares are permitted to be traded on the SET.

- (2) In case where the warrant holders to whom ordinary shares have been allocated do not wish to have the ordinary share certificates issued, but intend to use the service of TSD instead, i.e. to deposit their ordinary shares in the account with the securities companies where the warrant holders have their trading accounts. In this case, the names of Warrant Holders who are allocated the shares must be identical to the names of owners of the trading accounts in which the Warrant Holders wish to deposit their ordinary shares; otherwise, the Company reserves the right to instead issue the share certificates to the Warrant Holders who are allocated the shares as per Clause (1) above.

In this regard, the securities companies will have the shares from the exercise of warrants deposited with "Thailand Securities Depository Company Limited for depositors," and TSD will record the number of ordinary shares that the respective 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 evidence to the ordinary share purchasers within 7 business days from each exercise date. In this case, the Warrant Holders who have been allocated the ordinary shares can immediately sell their ordinary shares on the SET as soon as the ordinary shares have been permitted to be traded on the SET.

- (3) In case where the Warrant Holders to whom ordinary shares have been allocated do not wish to have the ordinary share certificates issued, but intend to use the service of TSD instead, i.e. by depositing the ordinary shares in the account of securities issuing company, member number 600, the Company will proceed to deposit the ordinary shares derived from the exercise of the warrant with TSD, and TSD will record the number of ordinary shares as have been allocated in the account of securities issuing company, member 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 final date of each exercise period. When the 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 respective securities companies. There may be some operating fees required by the TSD and/or the respective securities companies. In this case, the Warrant Holders who have been allocated the ordinary shares can immediately sell their ordinary shares on the SET as soon as the ordinary shares have been permitted to be traded on the SET, and the Warrant Holders have duly withdrawn the shares from the account number 600.

## **10. Warrant transfer restrictions**

### **10.1 Warrant transfer**

The Company has no restrictions on transfer of the warrants offered to the Company's existing shareholders, except when a transfer takes place during the warrant register closing period to suspend the warrant transfer for 21 days prior to the last exercise date. In this regard, the SET will post an SP (Suspended) sign for 3 business days prior to the register closing date (in the event that the register closing date falls on a SET's holiday, it shall be changed to the immediately preceding business day).

The Company will register the warrants issued and offered to its existing shareholders in this offering as listed securities on the SET without delay and expect to complete this within around 30 days from the date the warrants are issued.

### **10.2 Non-Thai individuals**

(a) Non-Thai Warrant Holders may exercise the warrants to purchase ordinary shares of the Company either in whole or in part under the condition that, upon the exercise of warrants on the respective exercise date, the shareholding by non-Thai nationals in the Company shall not contradict the provisions in Article 9 of its Articles of Association regarding foreign shareholding (including those on shareholding proportion as may be amended afterward). In the event of contradiction to the provisions, the Company reserves the right not to issue new ordinary shares to such Warrant Holders without having to pay for any damages or make any compensation in relation thereto.

(b) In case the number of warrants or certificates representing the warrants that are exercised on the exercise date exceeds the number of underlying ordinary shares permitted for purchase without violating the provisions of Article 9 of the Company's Articles of Association regarding foreign shareholding (including those on shareholding proportion as may be amended afterward), the Company

will process the exercise of warrants or the certificates representing the warrants by the sequence of complete exercise notifications in accordance with the Warrant Covenants.

(c) If the transfer restrictions as in Clause (a) above have disabled the non-Thai Warrant Holders or holders of certificates representing the warrants who have exercised their rights according to the Exercise Procedure to exercise their rights up to the number as specified in the Exercise Form whether in whole or in part, the Company will allow for the proceeding thereof only partially so far as it does not violate the above provisions, and return the warrants or the certificates representing the warrants, as well as refund the remaining amount for the unexercised part of the warrants or the certificates representing the warrants with no interest to the said non-Thai Warrant Holders or holders of certificates representing the warrants by registered mail or air-mail (for Warrant Holders residing abroad) within 30 days from the respective exercise date.

(d) In case the non-Thai Warrant Holders or holders of certificates representing the warrants cannot exercise the rights to convert the warrants into ordinary shares due to the transfer restriction as mentioned in Clause (a) above, the said Warrant Holders will still be able to exercise the part of warrants that have not yet been exercised by following the Exercise Procedure in the subsequent Notification Periods until the last exercise date so far as this does not violate the Company's provisions in Article 9 of its Articles of Association regarding foreign shareholding (including those on shareholding proportion as may be amended afterward).

In case on the last exercise date, the non-Thai Warrant Holders or holders of certificates representing the warrants still cannot exercise their rights because of the restrictions on foreign shareholding proportion, the said warrants shall be deemed to expire whereby the non-Thai Warrant Holders have no right to claim the Company for any damages or compensation and the Company will not pay for any compensation that may arise in relation thereto.

Article 9 of the Company's Articles of Association regarding foreign shareholding is as follows:

- 1) Unless otherwise specified in this Article, the ordinary shares of the Company may be transferred freely without any restrictions, except that the transfer will result in shareholding by non-Thai nationals in excess of 39% of the total issued shares of the Company.
- 2) A non-Thai national may acquire ordinary shares in excess of the limit set in Clause (1) hereof, but the excess amount must not be over 5.5% of the total issued shares of the Company at the moment. Exercise of warrants issued for sale by the Company to the existing shareholders and employees pursuant to the resolution of the annual general meeting of shareholders no. 1/2011 on April 5, 2011 include entitlement to share dividend or new ordinary shares issued to the existing shareholders who exercise the warrants to purchase ordinary shares pursuant to Clause (2) hereof.
- 3) Holding of ordinary shares by non-Thai nationals in case of Clause (2) hereof when combined with non-Thai shareholding as in Clause (1) hereof will make up the total amount of non-Thai shareholding which must not exceed 44.5% of the total issued shares of the Company at the moment. The non-Thai shareholding limit of 44.5% shall apply to transfer of ordinary shares from non-Thais who acquire the new shares according to Clause (2) hereof (or receipt of share dividend or new ordinary shares issued to the shareholders who acquire shares as per Clause (2) hereof) to non-Thais in each stage of the transfers until the stage of Thai shareholder.

## **11. Amendments to the Warrant Covenants**

### **11.1 Amendment on the parts that are not significant or not required under the law**

The Company can make amendments on the following Warrant Covenant parts and matters without having to request consent from the Warrant Holders' meeting: Warrant Covenants on the parts of insignificant effects on the rights of Warrant Holders, or the matters deemed to explicitly benefit Warrant Holders, or the parts that will not cause inferiority of Warrant Holders' rights, or the matters intended to comply with the provisions and requirements of the laws on securities and securities exchange, or any other relevant laws, as well as the relevant rules, regulations, procedures or orders for general enforcement, or notifications or regulations of the Office of the SEC and/or Capital Market Supervisory Board and/or the SET.

#### 11.2 Amendment in other cases

Any amendment to the Warrant Covenants other than those in Clause 11.1 above is subject to consent from the Company and resolution from the Warrant Holders' meeting as specified in Clause 12.8 or Clause 12.11, as the case may be.

#### 11.3 Notification of amendment

The Company will inform all Warrant Holders of any changes and amendments to the Warrant Covenants as in Clause 11.1 or 11.2 via the SET's information distribution system (ELCID) forthwith upon such changes and amendments, and will dispatch the amended Warrant Covenants to the Warrant Holders upon request within 15 days from the date the written request is received from the Warrant Holders, as Warrant Holders have the right to request the Company to send them any amended Warrant Covenants. The Company will also send the amended Warrant Covenants to the Registrar, the SEC and the SET within 15 days from the date of such amendment.

#### 11.4 Amendment not contradictory to the law

The amendments made to the Warrant Covenants in any cases must not in any way violate the provisions under the Capital Market Supervisory Board's Notification No. ThorJor. 34/2551 regarding Application for and Approval of Offer for Sale of Newly Issued Share Warrants and Newly Issued Underlying Shares dated December 15, 2008, including any further amendments or changes, and relevant regulatory laws, rules, regulations, orders or notifications (if any).

### **12. Warrant Holders' meeting**

#### 12.1 Summon of Warrant Holders' meeting

The Company shall call Warrant Holders' meeting to request resolutions for prompt undertaking of certain matters or incidents within 30 days from the occurrence of such incidents:

12.1.1 In case there is proposal for amendment to Warrant Covenants in material aspects either by the Company or the Warrant Holders as prescribed in Clause 11.2 or as to be mentioned in Clause 12.1.2:

The Warrant Issuers and/or Warrant Holders have no right to propose any amendment to Warrant Covenants regarding extension of the term of warrants or changes in the exercise price and the exercise ratio, or any amendments or changes that may pose negative impacts on the rights, and/or beneficial interests of the Company's shareholders, or those that may deviate from the conditions as set forth and approved by the shareholders' meeting, unless it is the case of right adjustment as specified in Clause 4 of Warrant Covenants and/or as approved by the shareholders' meeting.

12.1.2 In case of significant incidents that may materially affect the beneficial interests of Warrant Holders or the capabilities of the Company in performing duties under the Warrant Covenants:

In case where the Warrant Issuer fails to call a meeting within 30 days from the day on which the incidents in Clause 11.2 or Clause 12.1.2 above taking place, Warrant Holders with unit holding in aggregate amount of at least 25% of total units of warrants not yet exercised may request Warrant Issuer to hold a meeting. The Warrant Issuer shall then hold the meeting within 30 days from the date of request by such Warrant Holders. In case the Warrant Issuer fails to hold the meeting as requested, the Warrant Holders may hold such meeting themselves.

12.2 To hold a Warrant Holders' meeting, the Company may close the warrant holder register to determine the right of Warrant Holders to attend and vote on matters at the meeting 21 days before (including) the date of the Warrant Holders' meeting.



### 12.3 Invitation letter

In calling a Warrant Holders' meeting, the Company has to send by registered mail at least 7 days prior to the meeting invitation letters in which there are details on the venue, date, time, and meeting agendas to Warrant Holders who have not yet exercised the right or who have partially exercised the right according to the names and addresses appeared in the warrant register book in order to determine the eligibility to attend and vote at the meeting.

### 12.4 Appointment of proxy

At a Warrant Holders' meeting, Warrant Holders of non-exercised warrants or partially-exercised warrants who have the right to attend and vote at the meeting may assign proxies to attend the meeting and vote on their behalf by preparing a proxy form as per the format specified by the Company and/or the Registrar earlier sent to Warrant Holders together with invitation letters. The duly filled proxy forms have to be submitted to the chairman or the person assigned by the chairman before the meeting begins.

### 12.5 Meeting quorum

A quorum of the Warrant Holders' meeting shall be constituted by the presence of the holders of non-exercised and/or partially-exercised warrants and/or proxies (if any) of at least 25% of the total non-exercised and/or remaining units of warrants. In case where one hour has passed beyond the scheduled meeting time and there are inadequate Warrant Holders present to constitute a quorum, then the meeting shall be canceled. If the said meeting is summoned by the Company, the meeting shall be summoned again within 30 days from the date set for the previous meeting with practices to accord with Clause 12.3 and no meeting quorum is required for this latter meeting. If the canceled meeting was held at the request of the Warrant Holders, then no meeting will be re-summoned.

### 12.6 Meeting chairmanship

At the Warrant Holders' meeting summoned by the Company, which is the Warrant Issuer, the Chairman of the Company's Board of Directors or the Vice Chairman or any other Director (respectively in the absence of the preceding person) shall perform as chairman of the Warrant Holders' meeting. In case the meeting is summoned by the Warrant Holders, the meeting chairman may be the person selected by the Warrant Holders. In both cases, the chairman of the meeting shall not have a casting vote.

### 12.7 Voting at the meeting

Each Warrant Holder shall have the votes equal to the number of warrants held, with 1 unit of warrants equal to 1 vote. The meeting chairman does not have a voting right except the voting right as a Warrant Holder or as a proxy.

The Warrant Holders eligible to vote at a Warrant Holders' meeting are those who have not yet exercised their warrants or who have partially exercised their warrants at the time of the meeting, excluding those who have vested interests in the matters to be considered and voted at the meeting, whereby any such persons may not vote on those particular matters.

The Warrant Holders who have a vested interests hereby refer to the Warrant Holders who have a conflict of interest in the matters to be considered and voted at the meeting.

### 12.8 Meeting resolution

A resolution of the Warrant Holders' meeting shall consist of votes of at least one half of the total of non-exercised and/or partially-exercised units of warrants held by the Warrant Holders or proxies who attend the meeting and are entitled to vote. Any resolutions already passed by the Warrant Holders' meeting shall be deemed to be binding upon all Warrant Holders regardless of whether they attend the meeting or not.

12.9 Minutes of the meeting

The Company shall record and prepare the minutes of the meeting within 14 days from the date of the Warrant Holders' meeting, and have the minutes signed by the chairman of the respective meeting. The complete minutes duly signed in certification by the chairman and kept at the Company shall be binding over all Warrant Holders regardless of whether they attend the meeting or not. The Company may also send copies of the meeting minutes to the Warrant Holders at their request and the expenses of which shall be borne by the Warrant Holders.

12.10 Meeting expenses

The Company will be responsible for all expenses related to the Warrant Holders' meeting.

12.11 Resolution without physical meeting

In the event of Warrant Holders' meeting to give resolution on any particular issues prescribed in the Warrant Covenants, the Company may request Warrant Holders to pass resolution in writing in lieu of holding a physical meeting. Such resolution is subject to at least two-thirds of the total non-exercised and partially-exercised warrants of Warrant Holders who have to sign as evidence of approval in the written resolution which may be in either one single document or separated documents, all of which have to be sent to the Chairman of the Board of Directors of the Company or the person assigned to keep and maintain such documents.

The resolution passed by the approach mentioned in Clause 12.11 may not be repealed or revoked by the Warrant Holders unless a written consent is given by the Company.

The resolution shall be enforced and binding all Warrant Holders regardless of whether they sign the resolution or not.

**13. Covenants enforcement and applicable laws**

These Warrant Covenants shall be enforceable from the warrant issue date until the last exercise date and shall be subject to the execution and interpretation under the laws of Thailand. The consequences of these Warrant Covenants shall also be interpreted pursuant to the laws of Thailand. Should any clauses in these Warrant Covenants contradict the applicable laws or notifications, then, the clauses in the said laws or notifications shall apply and shall supersede the particular contradictory clauses in the Warrant Covenants.

Warrant Issuer

**Tipco Asphalt Public Company Limited**



Mr. Chaiwat Srivalwat  
(Managing Director)



Mr. Thierry Defrene  
(Executive Director)



**Attachment 1**  
**Calculation Method of Number and Proportion of Underlying Ordinary Shares**

**1. Number of underlying ordinary shares**

Exercise ratio of warrants is 1 unit of warrants for 1 new ordinary share of TASC0 as follows:

$$\begin{aligned} \text{Number of underlying shares} &= \text{Number of warrants issued and offered} * 1 \\ &= 15,254,766 * 1 \quad \text{shares} \\ &= 15,254,766 \quad \text{shares} \end{aligned}$$

**2. Proportion of underlying ordinary shares**

$$\begin{aligned} \text{Proportion of underlying shares} &= \frac{\text{(No. of underlying shares for warrants offered this time + No. of underlying shares for convertible debentures (CD) or warrants to purchase new shares (warrant) offered in other times excluding underlying shares for ESOP-CD or ESOP-warrant)}}{\text{total no. of shares sold of TASC0 including newly issued ordinary shares cum warrants (TASC0-W3) offered this time}} \\ &= \frac{(15,254,766 + 0)}{(152,547,663 + 0)} \\ &= 10.00\% \end{aligned}$$

Where:

- No. of underlying shares for warrants offered this time = 15,254,766 shares
- No. of underlying shares for convertible debentures (CD) or warrants to purchase new shares (warrant) offered in other times excluding underlying shares for ESOP-CD or ESOP-warrant = 0 shares
- Total no. of shares sold of TASC0 including newly issued ordinary shares cum warrants (TASC0-W3) offered this time = 152,547,663 + 0 shares = 152,547,663 shares

**Attachment 2**  
**Impacts on Shareholders**

No impact will be posted on the existing shareholders in term of price dilution as the exercise price in each given period is not lower than the market price, which is calculated from the weighted average market price of the Company's ordinary shares traded on the SET during the previous 15 consecutive business days before the Company's Board meeting no. 2/2011 on February 22, 2011 resolving to approve the allocation of warrants. Exercise price will be adjusted upward in order of the exercise period. In the event of full exercise of warrants (TASCO-W3) of 15,254,766 units, there will be no EPS dilution or control dilution effect on the existing shareholders.

However, in case where the existing shareholders do not exercise the right to purchase ordinary shares and other parties that are not existing shareholders fully exercise the warrants (TASCO-W3) of 15,254,766 units, there will be EPS or control dilution effect of 9.09% with calculation detailed below:

- EPS Dilution

$$\begin{aligned}\text{EPS Dilution} &= (\text{EPS}_0 - \text{EPS}_{\text{new}}) / \text{EPS}_0 \\ &= (2.66 - 2.42) / 2.66 \\ &= 9.09\%\end{aligned}$$

Where  $\text{EPS}_0$  : TASCO's net profit in 2010 (which is Baht 405,334,521) / No. of existing paid-up shares (accounting for 152,547,663 shares)

$\text{EPS}_{\text{new}}$  : TASCO's net profit in 2010 / No. of paid-up shares after exercise of TASCO-W3 (accounting for 152,547,663 shares + 15,254,766 shares)

- Control Dilution

$$\begin{aligned}\text{Control Dilution} &= \text{No. of underlying shares for TASCO-W3} / (\text{No. of paid-up shares} + \\ &\quad \text{No. of underlying shares for TASCO-W3}) \\ &= 15,254,766 / (152,547,663 + 15,254,766) \\ &= 9.09\%\end{aligned}$$

Besides, if including the possible effect from the case where executive directors and/or employees exercise the warrants allocated to them (ESOP-W1) and get the approval from the shareholders meeting this time in the amount of 1,200,000 units, there will be EPS dilution or control dilution effect of 9.74% with calculation detailed below:

- EPS Dilution

$$\begin{aligned}\text{EPS Dilution} &= (\text{EPS}_0 - \text{EPS}_{\text{new}}) / \text{EPS}_0 \\ &= (2.66 - 2.40) / 2.66 \\ &= 9.74\%\end{aligned}$$

Where  $\text{EPS}_0$  : TASCO's net profit in 2010 (which is Baht 405,334,521) / No. of existing paid-up shares (accounting for 152,547,663 shares)

$\text{EPS}_{\text{new}}$  : TASCO's net profit in 2010 / No. of paid-up shares after exercise of ESOP-W1 + exercise of TASCO-W3 (accounting for 152,547,663 shares + 1,200,000 shares + 15,254,766 shares)

- Control Dilution

$$\begin{aligned}\text{Control Dilution} &= (\text{No. of underlying shares for ESOP-W1} + \text{No. of underlying shares for TASCOW3}) / (\text{No. of paid-up shares} + \text{No. of underlying shares for ESOP-W1} + \text{No. of underlying shares for TASCOW3}) \\ &= (1,200,000 + 15,254,766) / (152,547,663 + 1,200,000 + 15,254,766) \\ &= 9.74\%\end{aligned}$$