



Millcon Steel Public Company Limited

Offer for Sale of Warrants to Purchase the Ordinary Shares of Millcon Steel Public Company Limited No.4 (“the Warrant No.4” or “MILL-W4”)

For the total number of not exceeding 405,446,716 units with a term of warrant of 5 years, and the exercise ratio is equivalent to 1 unit of 1 ordinary share at the exercise price of Baht 2.20 per share.

Allotment to the existing ordinary and preferred shareholders (preferred shares are not listed in the Stock Exchange of Thailand) of the Company at the ratio of 10 existing ordinary share per 1 unit of warrants (any fraction shall be discarded) and to determine the date on which the recorded ordinary and preferred shareholders are entitled to be allotted the Warrant No.4. on June 7, 2017 and the date on which the name list of shareholders is compiled under Section 225 of the Securities and Exchange Act B.E. 2535 (1992) (as amended) by closing the share register book to suspend share transfers to be on June 8, 2017

Term and Conditions of Rights and Obligations of the Issuer and the Warrant Holder on Warrants to Purchase the Ordinary Shares of Millcon Steel Public Company Limited No.4

Terms and Conditions of Rights and Obligations of the Issuer and the Warrant Holders of Warrants to Purchase the Ordinary Shares of Millcon Steel Public Company Limited No. 4 to be allotted to Existing Ordinary and Preferred Shareholders of the Company

Millcon Steel Public Company Limited.

Warrants to purchase the Ordinary Shares of Millcon Steel Public Company Limited No.4 which are issued and offered to the existing shareholder of the Company (the “warrants No.4” or “Mill-W4”) according to the resolution of Annual General Meeting of Shareholders No.1/2017 held on April 28, 2017.

The Warrant Holders are vested with the rights as specified in these Terms and Conditions. The Warrant Issuer and the Warrant Holders are bound by these Terms and Conditions in all respects. The warrant Holders are deemed to acknowledge and understand all terms stipulated in these Terms and Conditions. The Warrant Issuer shall make copies of these Terms and Conditions at its head office for inspection by the Warrant Holders during the business day and hours of the Warrant Issuer.

Definitions

The terms and phases used herein shall have the following meanings:

“Terms and Conditions”	means	These Terms and Conditions Stipulating the Rights and Duties of the Warrant Issuer and the Warrant Holders of warrant to purchase the ordinary shares of Millcon Steel Public Company Limited No. 4, in which the warrants are allotted to its existing shareholders. (the “Warrant No.4” or “Mill-W4”) (Including the amendments hereof)
“Warrants”	means	The warrants on the Company’s common shares which are issued and offered to the existing shareholder by named and are transferable
“Warrant Substitute”	means	warrant substitute issued by Thailand Securities Depository Company Limited
“Company” or “Issuer”	means	Millcon Steel Public Company Limited.
“Warrant Holder”	means	A lawful holder of title of the warrant including warrant substitute.
“Business Day”	means	The day on which commercial banks are open for business as usual in Bangkok Metropolis, which is not Saturday or Sunday or any other day that the Bank of Thailand announces as the commercial bank holiday
“ThorJor.34/2551”	means	The notification of capital market supervisory No. ThorJor.34/2551 Rules for applying for permission and granting of permission for the issuance and offering of Warrants on the issued common shares.

“Office of the SEC”	means	the Office of the Securities and Exchange Commission.
“SET”	means	the Stock Exchange of Thailand.
“Warrant Issue Date”	means	12-July-17
“Exercise Date”	means	According to the meaning identified in the No. 1.2.1 of Terms and Conditions Stipulating the Rights and Duties of the Warrant Issuer and the Warrant Holders.
“Last Exercise Date”	means	According to the meaning identified in the No. 1.2.1 of Terms and Conditions Stipulating the Rights and Duties of the Warrant Issuer and the Warrant Holders.
“Period of Notification of Intention to Exercise”	means	According to the meaning identified in the No. 1.2.2 of Terms and Conditions Stipulating the Rights and Duties of the Warrant Issuer and the Warrant Holders

1. Significant Features of the Warrants

The Company shall issue and offer of 405,446,716 units of warrant to its existing shareholders. The significant details of the Warrants shall be described as follow

1.1 Major characteristics of the Warrants on the newly issued shares. (“Warrants”)

Warrant Issuer	Millcon Steel Public Company Limited
Address of the Issuer	No.9,11,13 Moo 2 Soi Bangkradi 32 Bangkradi Road., Samaedam, Bangkhuntien, Bangkok 10150 Tel. 02-652-3333 Fax. 02-632-9899
Type of Warrants	Warrants to purchase the Ordinary Shares of Millcon Steel Public Company Limited No.4 which are issued and offered to its existing shareholders (“Warrants No.4” or “MILL-W4”)
Category of Warrant	Named and transferable
Number of the Warrants Issued and Offered for Sale	Not exceeding 405,446,716 Units (Allocated to existing ordinary share 386,234,893 units and existing preferred share 19,211,823 units)
Number of Shares reserved for warrants	405,446,716 shares (par value THB 0.40 per share), which account for 25.43 % of the total paid-up shares of the Company which is equivalent to 4,054,467,156 shares (par value THB 0.40 per share) as of June 7, 2017
Offering Method	To be allotted to the Company’s shareholders whose names appear in the register of the shareholders on June 7, 2017 which is the record date in fixing the name of shareholders for the right to subscribe warrants and declare the list of shareholder In accordance with the clause 225 of the SEC act by book-closing method on June 8, 2017, at the ratio of 10 old shares per 1 warrant.(A fraction of the warrant, if any, shall be disregarded by the Board of Director or the person who are authorized by the Board of Director)

Offering price per Unit	-None- (Baht 0 per unit)
Term of the Warrants	5 years from the warrant Issue Date (12 July 2017 – 11 July 2022)
Warrant Issue Date	12 July 2017
Exercise Ratio	1 Warrant shall confer the right to buy 1 newly issued common share (Such ratio shall be adjusted according to the conditions of adjustment of the rights)
Exercise Price	The exercise price of the Warrants shall be THB 2.20 per share (Par Value THB 0.40 per share)(Such price shall be adjusted according to the conditions of adjustment of the rights)
Exercise Period	The Warrant Holders may exercise the right to purchase the Company's common shares on the last business day of March, June, September and December of every year throughout the term of the Warrants. (except the Exercise Date of the Warrants which is the last business date of June 2022 will be postponed to May 31, 2022 because the name of Warrant Holders have to be registered and book-closing will be 21 days before the last Exercise Date. The SET will post the SP sign in 2 days before the book-closing date. In the last exercise date of June 2022, the Warrants cannot be exercised.) The first Exercise Date shall be September 29, 2017 (Due to September 30, 2017 is holiday before the date of the first exercise.) and the last exercise date shall be the 5th anniversary of the warrant issue date i.e. 11 July 2022. In case the Exercise Date is the holiday of the Company, the Exercise Date will be postponed to the last business day of the Company prior to each Exercise Date.
Period for the Notification of the Intention to Exercise the Right	9.00 a.m. to 4.00 p.m. The Warrant Holders shall declare the intention to exercise the rights within 5 Business Days prior to each Exercise Date, save for the last exercise period, the right within 15 days prior to the Last Exercise Date for the Warrants Holders to declare the intention to exercise the rights.
Maturity Date of Warrants	11 July 2022
Silent Period	-None-
Warrant Registrar	Thailand Securities Depository Company Limited
Secondary market of Warrants	The Company will list the Warrant on the SET.
Secondary market of common share	The new ordinary shares accommodated the warrants issued to existing shareholders shall be listed newly-issued on the SET.
Other Important Details	In case, the Company obtain right to subscribe new share of its subsidiary and the warrant holders who intend to obtain that rights, must exercise their warrant to ordinary share in accordance with the exercise period and the registrar of the Company records the name of those warrant holder as the company shareholder in the registered book and also the Ministry of Commerce (MOC) completely registers for the paid- up shares in prior to the determination date for the right to subscribe share of Subsidiary.
Procedures for the Exercise of	As described in No 1.2

the Warrants Effects on

Effects on the shareholder

1. The ordinary shares issued pursuant to the exercise of the warrants shall have the same right and status as the ordinary shares of the Company which have earlier been issued, in all respects.
2. Apart from the ordinary shares in the amount of 405,446,716 shares which have been reserved for the exercise of right under the MILL-W4, the Company may increase its registered capital to be sufficient for accommodating to any events as stipulated in the notification of the Capital Market Supervisory Board in relation to application for and approval of offer for sale of newly issued share warrants and newly issued underlying shares.
3. Dilution effects on the existing shareholders from issuing and offering of the MILL-W4 can be categorized into 3 cases as follows:
 - Case 1** The existing shareholders are persons who subscribe for the capital increase ordinary shares proportionately to their shareholding offered with the MILL-W4 and they exercise all of their MILL-W4.
 - Case 2** The existing shareholders are persons who subscribe for the capital increase ordinary shares proportionately to their shareholding offered with the MILL-W4, but all persons who exercise the Mill-W4 are not existing shareholders (entailing that the existing shareholders sell all of their MILL-W4 on the Stock Exchange of Thailand).
 - Case 3** Taking into account other types of securities where the Company issues ordinary shares reserved for the conversion of such securities. However, all persons who exercise rights under all of such convertible securities issued by the Company (both MILL-W3 and MILLW4), are not the existing shareholders. There shall be dilution effects on the existing shareholders who are not holders of convertible debentures as follows:

Control Dilution

Case 1 Equals to zero. The existing shareholders exercise the right under the MILL-W4. As a consequence, they will not be affected by the control dilution from the issuing and offering the MILL-W4.

Case 2 equals to 8.70%

$$\text{Control Dilution} = Qw4 / (Qo + Qp + Qpp + Qw4)$$

Whereby

Q0 = Total existing ordinary shares which are equivalent to 3,862.35 million shares.

Qp = Total existing preferred shares which are equivalent to 192.12 million shares.

Qpp = Total capital increase ordinary share from offering to Private Placement which are equivalent to 200 million shares.

Qw4 = Total ordinary shares reserved for the exercise of the right under the MILL-W4 which are equivalent to 405.45 million shares.

Case 3 equals to 19.51%

Control Dilution = $(Qw3 + Qw4) / (Qo + Qp + Qpp + Qw3 + Qw4)$

Whereby

Qw3 = Total ordinary shares reserved for the exercise of the right under the MILL-W3 which are equivalent to 625.70 million shares.

Earnings Dilution

The Company has earnings from Year 2016 operation in the amount of Baht 393.92 million

Case 1 and Case 2 equals to 12.99%

Earnings Dilution = $(EPS0 - EPSNEW) / EPS0$

Whereby

$EPS0 = \text{Net Profit} / (Qo + Qp)$

$EPSNEW = \text{Net Profit} / (Qo + Qp + Qw3 + Qw4)$

Case 3 equals to 23.29%

Earnings Dilution = $(EPS0 - EPSNEW) / EPS0$

Whereby

$EPS0 = \text{Net Profit} / (Qo + Qp)$

$EPSNEW = \text{Net Profit} / (Qo + Qp + Qpp + Qw3 + Qw4)$

Price Dilution

The offering mentioned above didn't effect on price dilution due to the offering price and/or exercise price was not lower than the market price.

1.2 Procedures for the Exercise of Rights

1.2.1 Exercise Date

The Warrant Holders may exercise the right to purchase the Company's common shares on the last day of March June September and December of every year throughout the term of the Warrants (except the Exercise Date of the Warrants which is the last business date of June 2022 will be postponed to May 31, 2022 because the name of Warrant Holders have to be registered and book-closing will be 21 days before the last Exercise Date. The SET will post the SP sign in 2 days before the book-closing date. In the last exercise date of June 2022, the Warrants cannot be exercised. The first Exercise Date shall be September 29, 2017 (Due to September 30, 2017 is public holiday, so the first exercise date is the business day prior the first exercise date old) and the last exercise date shall be the 5th anniversary of the warrant issue date i.e. 11 July 2022. In case the Exercise Date is the holiday of the Company, the Exercise Date will be postponed to the last business day of the Company prior to each Exercise Date.

1.2.2 Period of Notification of the Intention to Exercise

The Warrant Holders wishing to exercise their right to purchase the Company's common shares must notify their intention to purchase the Company's common shares during 9.00 a.m. to 4.00 p.m. on each Business Day within a period of 5 business days before each exercise date (the "Period of Notification of the Intention to Exercise"). For the Last Exercise Date, the right within 15 Days before such Last Exercise Date (the "Last Period of Notification of the Intention to Exercise")

The company is not obligated to close the Register and suspend the transfer of the Warrants during 21 days before the Last Exercise Date, and must request the SET to post the SP sign (To suspend the trading of the Warrants) in 2 days before the book closing date (In case that the date of closure of the Register coincides with a non-business day of SET, it shall be moved up to the preceding business day)

The Company shall announce the Period of Notification of the Intention to Exercise, the exercise ratio, the exercise price for the purchase of the common shares to the Warrants holders through the Electronic Listed Company Information Dissemination System (SET SMART/ELCID) at least 5 days prior to each period of Notification of the Intention to Exercise. For the Last Exercise, the Company shall send a written notification thereof by registered mail to the warrant Holders on the date of the last closure thereof.

1.2.3 Warrant Registrar

Thailand Securities Depository Company Limited
The Stock Exchange of Thailand Building
93 Ratchadaphisek Road, Dindaeng, Dindaeng, Bangkok 10400
Tel 0-2009-9000
Fax 0-2009-9991

The Warrant Registrar shall be responsible for closing the Register of Warrant Holders. The Register of Warrant Holders must consist of the full names, nationalities, and address of the Warrant Holders as well as the details as required by the TSD. In the case of consistency of any information, the Company will treat the information in the Register of Warrant Holders as correct information. The Warrant Holders shall have the duty to report on any change or error in the particulars recorded in the Register of Warrant Holder to the Registrar directly. The Company reserves the right to replace the Warrant Registrar, provided that a notice thereof must be given to the Warrant Holders through the Electronic Listed Company Information Dissemination System (SET SMART/ELCID) and disclose to the SEC within 15 days. The Company shall send a such replacement information to Warrant Holders by registered mail.

1.2.4 Contact Place for the Exercise of Right

(1) Head Office
Millcon Steel Public Company Limited
52 Taniyaplaza building, Silom Road, Suriyawong, Bangrak,
Bangkok 10500
Tel 0-2652-3333
Fax 0-2632-9899

In case there is a change of address to make exercise right of Warrant, the company shall notify the Warrant holders of such change through the SET's Electronic Listed Company Information Dissemination system (ELCID).

(2) The Warrant Holder may obtain a form of notification of the intention to exercise the right at the Company. The notification must be made within the Period of Notification of the Intention to Exercise. In case that the Warrants are in the Scrip less System, the Warrant Holders wishing to exercise their right must notify their intention and fill in a form of request for the withdrawal of the Warrants or the issuance of the Warrant Substitutes as prescribed by the SET. Such form must be lodged with a securities company (Broker). The Broker shall then contact the TSD to withdraw the Warrants for use as supporting evidence in the exercise of the right to purchase the common shares. The Warrant Holders wishing to exercise their right to purchase the common shares must comply with the law and the conditions regarding the notification of the Intention to exercise by fully filling in and executing the following documents:

(2.1) The form of notification of the Intention to exercise the right to purchase the common shares which is correctly, clearly, and fully filled in. This form may be obtained from the Contact place during the period of Notification of the Intention to Exercise or the Last Period of Notification of the Intention to Exercise.

(2.2) The Warrants or the Warrant Substitutes evidencing that the holders thereof have the title to the warrants according to the amount specified in the form of notification of the intention to exercise the right to purchase the common shares.

(2.3) Supporting Documents

(a) Thai nationals:

A certified copy of the citizen identification card

(b) Foreign nationals:

A certified copy of the passport

(c) Domestic juristic entities:

A certified copy of the Certification Document issued by the Ministry of Commerce for no longer than 6 months before the exercise date and a certified copy of the evidence of an authorized person per 1) or 2).

In case that TSD or those company who deposit securities with TSD

is the transferee and/or the transferor, the above mention document are not required.

(d) Foreign juristic entities:

A copy of the certificate of registration of a company, its which has been certified by a notary public for no longer than 6 months and a certified copy of the evidence of an authorized person per 1) or 2)

(2.4) The payment for the exercise as specified in the form of notification form of the intention to exercise the right to purchase common shares by the one of the following payment methods

(a) By a direct fund transfer to the saving account in the name "[Millcon Steel Public Company Limited for Capital Increase](#)", account No. 101-8-34249-1 at Bangkok Bank Public

Company, Silom Branch followed by the delivery of a copy of the deposit slip to the Company.

- (b) By a cheque, draft, cashier's cheque or payment order of a bank which can be collected in Bangkok Metropolis within each Exercise date, and is crossed and made payable only in the transfer to "Millcon Steel Public Company Limited for Capital Increase" The exercise of the right to purchase the common shares shall be valid only when the company can collect the payment therefore. If the payment cannot be collect for whatsoever cause that the Warrant Holder must be responsible for, it shall be deemed that such exercise is intentionally revoked by the Warrant Holder. The Warrant Holder shall remain eligible to subsequently exercise the right under the Warrants unless. The aforesaid exercise is the last exercise, in which case, the Warrant Holder is no longer entitled to purchase the common shares under the Warrants.

Note: The Warrant Holders shall comply with the provision of the Revenue Code regarding stamp duty, or the regulations or laws applicable to the exercise of the right (if any), and must be wholly responsible for any tax and duties incurred in the exercise of their right under the warrants.(if any)

(3) In each exercise, the Warrant Holders must purchase a minimum of 100 common shares and the exercise ratio equal to 1 units of warrant for 1 common shares except in case of the adjustment of rights.

(4) The number of the common shares to be issued upon the exercise of the right shall be determined by dividing an amount of payment made by a holder of warrants or Warrant substitutes as stated above by the exercise price then in effect. The number of the non-fractional common shares to be issued by the Company shall be equal to the number of the warrants multiplied by the exercise ratio. If there is a fraction due to an adjustment of the exercise price and/or the exercise ratio, it shall be disregarded and the Company shall return the remaining sum after such exercise to the holder of the warrants within 14 days after the exercise date without any interest.

(5) The methods of calculation for adjusting the Exercise Price and Exercise Ratio shall not cause an increase in the Exercise Price and/or a decrease in the Exercise Ratio except in a case of a consolidation of shares. In the event that the ordinary shares issued from an exercise of the Warrants of each intention to exercise the Warrants are calculated in a fraction of share, the fraction of share shall be deleted. If the Exercise Price after the adjustment (Three decimal notations) multiplied by the number of shares exercised on that period is in a fraction of shares shall be deleted. A new exercise price after adjustment, which is below the par value, shall take effect. Then, the par value shall be deemed the new exercise price.

(6) If the Company fail to receive the Warrants or the warrant Substitutes or the payment in full as specified in the Form of notification of the Intention to exercise the right to purchase the common shares, or the

Company finds from its examination that the details filled in a form of notification of the intention to exercise the right to purchase the common shares are incomplete or incorrect or that the stamp duties have not been correctly or fully affixed according to the articles of association to comply with the conditions before the Exercise date; otherwise, it shall be deemed that such notification is nullified without the exercise. The Company shall then return the payment and the warrants or Warrant substitutes to the relevant warrant holders without any interest in whatsoever case within 14 days from the Exercise Date. In case that the holders of the Warrants or warrant substitutes fail to make a full payment, the Company shall have the right to take any or several actions as stated below as it may consider appropriate:

(6.1) To regard that the notification in such exercise is nullified without exercise; or

(6.2) To regard that the number of the common shares subscribed for is equal to the number for which the payment is actually received based upon the Exercise Price then in effect;

Under the case 6.1 the Company will return their payment and the warrants deemed to be unexercised to them without any interest within 14 days. However, the warrant that are not exercised shall remain valid until the Last exercise date; or

under the case 6.2 the Company will deliver the remaining warrant deemed to be partially exercised to the relevant warrant holders within 14 days without interest. However, the warrant that are not exercised shall remain valid until the Last exercise date.

(7) When the holders of the Warrants who wish to exercise their right to purchase the common shares have complied with the conditions regarding the notification of their intention to exercise the right to purchase the common shares by sending the Warrants, the form of notification of the intention to exercise the right to purchase the common shares and the payment for the common shares in full, correct and complete order, they may not revoke their exercise unless with the consent in writing of the Company.

(8) When the Last Exercise Date has lapsed but the holders of the Warrants have not yet fully complied with the conditions regarding the exercise of right as stipulated herein, it shall be deemed that such Warrants are nullified without the exercise and the holders of those Warrants may no longer exercise their right there under.

(9) In the case that the holders of the Warrants deliver the Warrants or Warrant Substitutes more than the amount at which they intend to exercise, the Company will send the Warrants representing a reduced amount thereof to the Warrant Holders by registered mail within 15 Business Days from the relevant Exercise Date

(10) The Company shall register the change of its paid-up capital with the Ministry of Commerce according to the number of the common shares newly issued in each exercise within 14 days after its receipt of the full payment for the shares in such exercise and shall register the Warrant Holders exercising their right as its common shareholders in its register of shareholders according to the number of the common shares derived from such exercise.

(11) In case that the reserved common stocks is inadequate for the exercise of right, The Company will make compensation to those warrant holders who have notified their intention to exercise right and the Company is unable to provide the common stocks to support their exercise. However, Except for the case as

stipulated under the provisions regarding restriction on transfer of the common shares, even though, the Company will have sufficient shares reserved for the exercise of rights.

(12) The Board of Directors or the person who are authorized by the Board of Directors will make a consideration to determine the conditions, the details and/or any the causes that make the Company to issue new share including the amendment of exercise price and exercise ratio according to the proper computation method when there is an events concerning with the notification of the SEC and other relevant. In case of necessities, the Board of Directors may call for the shareholder meeting to pass the resolutions.

2. Compensation in the Case that the Company is Unable to Provide the Shares to Support the Exercise of Right

The Company will make compensation to the warrant holders and/or the warrant substitutes as follows:

2.1 the Company will make compensation only to the Warrant Holders who have notified their intention to exercise the right on each Exercise Date on which the Company is unable to provide the common shares to support their exercise in the case that such Warrant Holders have fully and correctly complied with the conditions but fail to receive the common shares in full according to their intention to exercise the right on such Exercise Date. The compensation that the Company will pay to the Warrant Holders under (a) shall be computed according to the following formula

Compensation per 1 Warrant	=	B X [MP – EP]
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Whereas

B = is the number of ordinary shares which have not been allocated and/or increased following the increase of the Exercise Ratio after adjustment per 1 unit

MP = the total trading volume of the Company's shares divided by the total number of the Company's shares being traded in the SET on the Exercise Date

EP = the Exercise Price or the new adjusted Exercise Price as specified in the conditions for adjustment

In case that the MP is unable to identify due to lack of trading on the exercise date, the Company will properly determine the fair price using for computation instead.

2.2 The Company will make compensation by a crossed cheque which will be sent by reply registered mail to the address as specified in the form of notification of the intention to exercise the right within 14 days after each Exercise Date without interest. If the Company fails to repay the compensations within such period, the Company shall has the obligation to pay the interest at the rate of 7.5% p.a. to the Warrant Holders for the late payment, the period of charging the interest shall start from the date after the period of 14 days to the date which the Warrant Holders receive the money. In whatsoever case that the Company correctly send the cheque to such warrant holders for the damages by the registered mail to the address as specified in the form of notification of the intention to exercise the right, the warrant holders is

assumed to receive the money for the damages and the Warrant Holders is unable to claim for the interest and/or the damages.

In the case that the non-Thai Warrant Holders exercise their right to subscribe for the common shares, but are not granted the allotment because the non-Thai shareholding ratio is then in excess of the limit prescribed in the Company's articles of association as described below:

"The shares of the company can be transferred without any limitation except in the case that the transfer of the share causes a foreign shareholder to hold not exceeding forty nine percent (49%) shareholding of the company total issued shares. Other than the receipt of the share transfer at the specified rate as mentioned above, a foreign shareholder may hold newly issued shares of the company by exercising the right to convert the convertible debenture and/or subscribing the new ordinary shares that the company will issue and offer for sale to the private placement and/or institution investors in accordance with the Annual General meeting resolution No. 1/2017 dated April 28, 2017, even if the shareholding of a foreign shareholder shall not cause the shareholding of all foreign shareholders to exceed forty nine percent (49%) of the total issued shares of the company. That the foreign shareholder will be applied to the case that a foreign shareholder receives the transfer of shares from the company as a result of the exercise of the conversion right of the convertible debenture and/or the subscription of the new ordinary shares that the company will issue and offer for sale to the private placement and/or institution investors as specified in paragraph 2 hereof, provided that this shall apply to every recipient of the share transfer in every current and subsequent transfer."

Under this case, the Company will not compensate for any damage or take any other step for those non-Thai Warrant Holders and those non-Thai Warrant Holders may not claim for any and all compensation for damage or indemnity. However, the Warrants that cannot be exercised shall remain valid until the Last Exercise Date. If the non-Thai Warrant Holders are still unable to exercise their rights on the Last Exercise Date because the non-Thai shareholding ratio is then in excess of the limit prescribed in the restriction of transfers of common shares, it shall be deemed that such Warrants are nullified whereupon those non-Thai Warrant Holders may claim for any damages from the Company and the Company will not make any and all compensation.

3. Conditions Regarding the Adjustment under the Warrants

The Company shall adjust the exercise price and the exercise ratio in the purchase of the common shares throughout the term of the Warrants upon the occurrence of any of the following circumstances with the view to maintaining and preventing the diminution of the benefits of the Warrant Holders:

1) When the Company changes the par value of its common shares as a result of the combination or split of its shares, whereby such adjustment of the exercise price and the exercise ratio will be in effect immediately on the date of registration with the Ministry of Commerce.

1. The exercise price shall be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [\text{Par 1}]}{[\text{Par 0}]}$$

2. The exercise ratio shall be adjusted according to the following formula:

Ratio 1	=	$\frac{\text{Ratio 0} \times [\text{Par 0}]}{[\text{Par 1}]}$
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Whereas

Price 1	=	the new exercise price after the adjustment
Price 0	=	the old exercise price before the adjustment
Ratio 1	=	the new exercise ratio after the adjustment
Ratio 0	=	the old exercise ratio before the adjustment
Par 1	=	the par value of the common shares after the adjustment
Par 0	=	the par value of the common shares before the adjustment

2). When the Company offers for sale its newly issued common shares to its existing shareholders and/or the general public and/or in a private placement, where by the net price per share of these newly issued common shares is less than 90 percent of the market price of the Company's common shares. The adjustment of the exercise price and the exercise ratio shall be effective immediately as from the first day on which the purchasers of the common shares are not granted the right to purchase the newly issued common shares (the first day on which the SET posts the XR sign) in the case of the offer for sale to the existing shareholders (a rights issue) and/or on the first day of the public offering and/or private placement of the newly issued common shares, as the case may be

"The net price per share of the newly issued common shares" is computed from the total amount received by the Company from its offering for sale of the common shares, less the underwriting fees for those securities and divided by the total number of the newly issued common shares.

"The market price of the Company's common shares" is fixed as equal to the weighted average price of the Company's common shares traded on the Stock Exchange of Thailand during a consecutive period of 7 (seven) Business Days (the days on which the Company's common shares are traded on the Stock Exchange of Thailand) before the date used for the computation. The weighted average price means the total trading value of the Company's common shares divided by the total number of the Company's common shares traded on the Stock Exchange of Thailand.

"The date used for the computation" means the first day on which the purchasers of the common shares are not granted the right to purchase the newly issued common shares (the first day on which the SET posts the XR sign) in the case of the offer for sale to the existing shareholders (a rights issue) and/or on the first day of the public offering and/or private placement of the newly issued common shares, as the case may be. In the case

that “the market price of the Company’s common shares” cannot be determined because there is not trading of the common shares during such period, the Company shall determine the fair value for use in the computation.

In the case that there are more than offer price for the sale of the common shares under a condition that the subscription must be made altogether, all the offer prices shall be used in the computation of the average price per share of the newly issued common shares. However, if such offer is not subject to a condition that the subscription must be made altogether, only the offer prices that are lower than 90 percent of “the market price of the Company’s common shares” shall be used in the computation of such adjustment.

a. The exercise price shall be adjusted according to the following formula:

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

b. The exercise ratio shall be adjusted according to the following formula:

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

Whereas

- Price 1 = the new exercise price after the adjustment
- Price 0 = the old exercise price before the adjustment
- Ratio 1 = the new exercise ratio after the adjustment
- Ratio 0 = the old exercise ratio before the adjustment
- MP = the market price of the Company’s common share
- A = The number of the fully paid-up common shares as at the day before the date of closure of the register of shareholders for the purpose of the subscription of the newly issued common shares and/or before the first day of the public offering and/or private placement of the newly issued common shares, as the case may be.
- B = the number of the common shares newly issued in the offering for sale to the existing shareholders and/or the general public and/or in a private placement
- BY = the net proceeds after deduction of the underwriting fees for those common shares in the offering for sale to the existing shareholders and/or the general public and/or in a private placement

3) When the Company offers for sale any newly issued securities to its existing shareholders and/or the general public and/or in a private placement, whereby those securities confer the right of conversion into the common shares or the right to purchase the common shares, such as the convertible debentures or the warrants on common shares, and the net price per share of the common shares newly issued in support of the exercise of such right is less than 90 percent of “the market price of the Company’s common shares”.

The adjustment of the exercise price and the exercise ratio shall be effective immediately as from the first day on which the purchasers of the common shares are not granted the right to purchase any securities that confer the right of conversion into the common shares or the right to purchase the common shares (the first day on which the SET posts the XR sign) in the case of the offer for sale to the existing shareholders (a rights issue) and/or on the first day of the public offering and/or private placement of any newly issued securities that confer the right of conversion into the common shares or the right to purchase the common shares, as the case may be.

“The net price per share of the common shares newly issued in support of the exercise of right” is computed from the amount to be received by the Company from its sale of the securities that confer the right of conversion into the common shares or the right to purchase the common shares, less the underwriting fees for those securities plus an amount to be received from the exercise of the right to subscribe for those common shares, and divided by the total number of shares that must be newly issued in support of the exercise of such right.

“The market price of the Company’s common shares” shall have the meaning as ascribed in (2).

“The date used for the computation” means the first day on which the purchasers of the common shares are not granted the right to subscribe for any newly issued securities that confer the right of conversion into the common shares or the right to purchase the common shares in the case of the offer for sale of such securities to the existing shareholders (a rights issue) and/or on the first day of the public offering and/or private placement of any newly issued securities that confer the right of conversion into the common shares or the right to purchase the common shares, as the case may be.

a. The exercise price shall be adjusted according to the following formula:

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

b. The exercise ratio shall be adjusted according to the following formula:

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

Whereas

Price 1	=	the new exercise price after the adjustment
Price 0	=	the old exercise price before the adjustment
Ratio 1	=	the new exercise ratio after the adjustment
Ratio 0	=	the old exercise ratio before the adjustment
MP	=	the market price of the Company's common share
A	=	The number of the fully paid-up common shares as at the day before the date of closure of the register of shareholders for the purpose of the subscription of the newly issued common shares and/or before the first day of the public offering and/or private placement of the newly issued common shares, as the case may be.
B	=	the number of the common shares newly issued in the offering for sale to the existing shareholders and/or the general public and/or in a private placement
BY	=	the net proceeds after deduction of the underwriting fees for those common shares in the offering for sale to the existing shareholders and/or the general public and/or in a private placement

4) When the Company pays all or part of dividends in the form of common shares to its shareholders, the adjustment of the exercise price and the exercise ratio shall be effective immediately as from the first day on which the purchaser of the common shares are not granted to right to dividend payment (the first day on which the Stock Exchange of Thailand posts the XD sign).

a. The exercise price shall be adjusted according to the following formula:

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

b. The exercise ratio shall be adjusted according to the following formula:

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

Whereas

Price 1	=	the new exercise price after the adjustment
Price 0	=	the old exercise price before the adjustment
Ratio 1	=	the new exercise ratio after the adjustment
Ratio 0	=	the old exercise ratio before the adjustment
A	=	the number of the fully paid-up common shares as at the day before the date of closure of the register of shareholders for the purpose of determining the right to dividend payment
B	=	the number of the common shares newly issued in the form of dividend common shares

5) When the Company pays cash dividends in an amount higher than 60 percent of its profit after income tax for the results of operations in any accounting period during the term of the Warrants, starting from the accounting year of 2017, the adjustment of the exercise price and the exercise ratio shall be effective immediately as from the first day on which the purchaser of the common shares are not granted to right to dividend payment (the first day on which the Stock Exchange of Thailand posts the XD sign).

The percentage of the dividends paid to the shareholders shall be computed by dividing the dividends actually paid out of the results of operation in each accounting period by the net profit after income tax for the results of operations of the same accounting period, provided that the dividends actually paid shall include the interim dividends paid during the relevant accounting period.

“The date used for the computation” means the first day on which the purchasers of the common shares are not granted the right to dividend payment. (The first day that the SET posts the XD sign)

a. The exercise price shall be adjusted according to the following formula:

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

b. The exercise ratio shall 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	=	the new exercise price after the adjustment
Price 0	=	the old exercise price before the adjustment
Ratio 1	=	the new exercise ratio after the adjustment
Ratio 0	=	the old exercise ratio before the adjustment
MP	=	the market price of the Company's common share
D	=	the dividend per share paid to the shareholders
R	=	the dividend per share if the rate of 60 percent of the net profit after income tax is calculated from the total number of the shares that are entitled to dividend payment

“The market price of the Company's common shares” shall have the meaning as ascribed in (b)

6) When there is any circumstance not included under (1) to (5), which causes the holder of the Warrants or Warrant Substitutes to lose the rights and benefits that they are entitled to, the Company shall make consideration in order to determine the adjustment of the exercise price and/or exercise ration (or the number of the Warrants) in a manner that will not diminish the rights of the Warrant Holders. The result of such consideration shall be final. The Company shall disclose to SET and also notify the details of the adjustment to SEC within 15 days from the effective date of such adjustment. The Company shall announce such adjustment at its Head Office.

7) The computation of an adjustment of the exercise price and the exercise ratio (or the number of the Warrants) under (1) to (6) shall be independent. In the case of the occurrence of various circumstances simultaneously, the computation shall be made in the following order: 1) _ 5) _ 4) _ 2) _ 3) _ 6) in each computation order, the exercise price and exercise ratio shall be a three-decimal figure.

8) The adjustments of the exercise price and exercise ratio pursuant to the conditions in 1) to 6) shall be notified by the Company including the details of the calculation and the reason for the adjustments to SET suddenly and to SEC within 15 days from the date of event causing the adjustments through SETSMART/ELCID. The Company does not surrender back the Warrant certificates but the existing Warrant holders will receive the all right from the adjustments of the exercise price and exercise ratio.

9) The Company will not extend the maturity of the warrant and will not amend the exercise price and exercise ratio except the adjustments as prescribed in the amendment to these Terms and Conditions.

10) The Company might adjust the exercise price together with the issuance of the new warrants to compensate for the amendment of exercise ratio.

4. Status of Warrants during the notification of the intention to exercise

During the notification of the intention to exercise the right and the period of the application to register the change of the Company's paid-up capital to support the exercise of right, the common shares in the capital increase shall enjoy the same rights and status as the Warrants for which such notification to exercise the right has not been made. This status shall end once the names of the Warrant Holders exercising the right appear in the Company's register of shareholders according to the number of the common shares which are derived from such exercise and registered with the Ministry of Commerce as stated above.

In the case of an adjustment of the exercise price and/or exercise ratio, while the Company has not yet registered the common shares derived from the exercise with the Ministry of Commerce or the Ministry of Commerce has not yet effected the registration thereof, the Company shall make such an adjustment retroactively by issuing the additional new common shares to the Warrant Holders as soon as possible according to the number of the new common shares that they are entitled to if such adjustment is compulsory. However, the Warrant Holders may receive these additional common shares later than the common shares previously obtained by them but within 15 business days from the effective date of such adjustment.

5. Rights of the New Common Shares Derived from the Exercise of Warrants

The common shares issued pursuant to the exercise of right by the Warrant Holders hereunder shall enjoy the same rights and status as the existing common shares of the Company, including the right to dividend payment or any other benefits that the Company grants to its common shareholders, as from the date on which the common share registrar of the Company registers the Warrant Holders as the shareholders in the Company's register of shareholders and the Ministry of Commerce accepts the registration of capital increase.

In case that the Company has determined the date for the right to dividend payment to the shareholder in prior to the date that the Company registers the name of that warrant holders in the Company's register of shareholders and the Ministry of Commerce already accepts for the registration, those warrant holders shall not have right to such dividend payment and/or other benefits.

6. Details of the Common Shares Newly Issued in Support of the Warrants

Significant features of the common shares

Number of the common shares newly issued to support exercise of right of warrants which issued and offered to the existing shareholders	: 405,446,716 shares, the 100 percent of the warrants which have been issued and offered to the existing shareholders.
Par Value	: THB 0.40 per share (As at March 15, 2017)
Exercise Price	: THB 2.20 per share, except in the case of an adjustment according to the conditions of an adjustment.

Due to the common shares of the Company is listed in SET, the Company shall file an application to list the common shares newly issued in consequence of the conversion of the Warrants on Common Shares as listed securities with the SET within 30 days from the end of each exercise period. Such newly issued shares shall be traded in SET as same as its existing common shares.

7. Restriction on the transfer of the warrants

There is no transfer restriction except for a transfer during the period of closure of the Register of Warrant Holders. The Warrant Registrar shall close the Register of Warrant Holders and suspend the transfer of the Warrants during 21 (twenty one) days prior to the Last Exercise Date. (In case that the closure date is SET 's holiday, it shall be postponed to the next Business Day.) The Company shall file an application to list the warrants as listed securities with the SET within 45 days from the issuance date of the warrants.

8. The price determination of the offering securities.

There is no determination on the price of the warrant because the issuance and offering of such warrant is at no cost.

9. Meetings of the Warrant Holders

When there is any circumstance, as not mention above, which causes the holder of the Warrants to lose the rights and benefits that they are entitled to, The Warrant Issuer and/or the Warrant Holders shall be entitled to call a Warrant Holders' meeting in compliance with the following rules:

1. The Warrant Issuer or the Warrant Holders wishing to call a meeting of the Warrant Holders, as the case may be, shall make a notice to the Warrant Holders through the SET' s Electronic Listed Company Information Dissemination System (ELCID) and cause the Warrant Registrar to send a notice of meeting by registered mail to each of the Warrant Holders who have not exercised and/or partially exercised their right whose names appear on the closure book of warrant registration at least 7 (seven) days prior to the appointed date of the meeting. Such notice shall specify the date, time and place for the meeting, the agenda of the meeting and the party calling the meeting.

2. The Warrant Holders may appoint another Warrant Holder or any person to attend the meeting and vote on their behalf, by executing a written instrument of appointment of proxy in the form as set out by the Company. The original instrument of appointment of proxy must be submitted to the Chairman of the Board of Directors or his designated person before the attendance of the meeting by the Proxy.

The Warrant Holders who have right to vote means the Warrant Holders who are not exercise or partially exercise their right and not including Warrant Holder who has a vested interest in any matter shall not be entitled to vote on such matter.

The Warrant Holder who have a vested interest means the warrant holder who have the conflict of interest with the consideration matter.

3. Each of the Warrant Holders shall have votes equal to the number of the Warrants held by it, and one Warrant shall be entitled to one vote. The chairman of the meeting shall have no right to vote except He is a warrant holder and/or a proxy.
4. In the event that the meeting is called by the Warrant Issuer, the Chairman of the Board of Directors of the Warrant Issuer or a person designated by him shall act as chairman of the meeting. In the event that the meeting is called by the Warrant Holders, the Chairman of the meeting shall be the chairman of the Board of Director or a person designated by him or the meeting shall elect any Warrant Holder or Proxy to preside over such meeting. For those two case mentioned above, the chairman of the meeting shall not have a decisive or casting vote.
5. A quorum of a meeting of the Warrant Holders who are not exercise or partially exercise their right and /or the proxy for the consideration and approval of any resolutions shall be constituted by the presence of at least 25 Warrant Holders holding in aggregate not less than 50 percent of the outstanding Warrants. In case that the meeting is insufficient to constitute a quorum, then the meeting is pending. If the meeting was called by the Warrant Issuer, the chairman of the meeting shall adjourn the meeting to the date, time and place as specified by the chairman. The date for the adjourned meeting shall not be less than 7 (seven) days or more than 14 (fourteen) days from the previous meeting date.) and the Company must send the letter of invitation to the Warrant Holders and SET according to the regulation prescribed above. And the quorum of the adjourned meeting that was called due to the absence of a quorum at the previous meeting are not required. It means the meeting shall be continued regardless of an aggregate number of the warrant holders held by them. If the meeting is called by the Warrant Holder, Should the number of the Warrant Holders attending the meeting remain insufficient to constitute a quorum, no adjourned meeting shall be called.
6. At any meeting of the Warrant Holders, upon a lapse of 45 (forty five) minutes from the time scheduled for the meeting, should the number of the Warrant Holders attending the meeting remain insufficient to constitute a quorum, the meeting shall be pending.
7. Resolutions of the meeting of the Warrant Holders on any matters shall be decided by the votes of not less than a half of all votes of the Warrant Holders attending the meeting and casting their votes.
8. The resolutions duly passed by a Warrant Holders' meeting properly convened and conducted shall be binding on all the Warrant Holders whether they attended the meeting or not.
9. The Company shall notify the warrant holders of the resolution of the meeting holders through the SET' s Electronic Listed Company Information Dissemination System (SET SMART/ELCID) without delay.
10. The Company shall prepare the minutes of the meeting and have the same certified by the chairman of such meeting and deliver to SET and SEC within 14 days after the meeting. The Warrant Issuer shall also keep the original minutes which signed by the chairman as the valid evidence.
11. The legal advisors and/or other persons involved with the matters to be discussed at the meeting as requested by the Warrant Issuer in order to give their explanations and opinions to the meeting.
12. All costs and expenses for a Warrant Holders' meeting under these Terms and Conditions shall be borne by the Company.

13. The Company shall amend any material terms of these Terms and Conditions approved by the warrant holders meeting and shall notify such amendment in writing and delivery to the office of SEC and SET within 15 day from the date of approval.

10. Notification of the Amended Terms and Conditions

In any case whatsoever, an amendment to these Terms and Conditions shall not be contradictory to the Notification of the Securities and Exchange Commission Thor Jor 34/2551 or in conflict with the law on securities and exchange including any amendments or change thereto. The Warrant Issuer and the Warrant Holder have no right to propose for an amendment of exercise ratio, exercise price and maturity of the warrants excepts those as specified in the Term and Conditions. The Company shall notify such the amendments and delivery the same to the warrant holder who may notify their intention to obtain the amended terms and conditions to the Company in writing within 15 day from the date of their request, and shall deliver those amended terms and Conditions to SET within the next business day and to the Office of the SEC within 15 days from the date of the amendment.

11. Effectiveness of These Terms and Conditions and Governing Law

These Terms and Conditions shall be effective as from the Warrant Issue Date until the Last Exercise Date. These Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand. If any provisions of these Terms and Conditions are contradictory to or in conflict with any laws or notifications applicable to the Warrants, the provisions of such laws or notifications shall supersede only the parts of these Terms and Conditions that are contradictory to or in conflict with them.

Warrant Issuer
Millcon Steel Public Company Limited

.....
(Ms.Suttirat Leeswadtrakul)
Director

.....
(Ms.Jureerat Lapanavanich)
Director

