

- Information Memorandum -**Description, Condition and Major Characteristics of Warrants of Porn Prom Metal Public Company Limited No. 1 (PPM-W1)**

Listing Date	As of June 9, 2014 (Trading commencement on June 9, 2014)
Type of Securities	Warrant to purchase ordinary shares of Porn Prom Metal Public Company Limited No.1 (PPM-W1)
Second Market	The Market for Alternative Investment (mai)
Number of Warrants	79,999,972 Units
Underlying Shares	79,999,972 Shares
Issuer	Porn Prom Metal Public Company Limited Offered to the existing shareholders of the Company by proportion of shareholding at the ratio of 2 existing ordinary shares to 1 unit of warrant at no cost. Decimals will be rounded down to zero. The shareholder register book for the right for the allotment of the Warrants shall be recorded on May 6, 2014 and also, May 7, 2014 shall be the book closing date in which the shareholder list as specified in section 225 of the Securities and Exchange Act shall be complied.
Right of Warrants	1 Warrant will be exercise to 1 new ordinary share at the Exercise Price of Baht 7.00 per share. (The Exercise ratio and Exercise Price are subjected to variation in accordance with the specified adjustment condition)
Type of Warrants	Specify Warrant Holders and Transferable
Term of Warrants	3 years from the issued date. (Date of Issuance was on May 20, 2014. Date of Maturity and Last Exercise Date will be on May 19, 2017 and warrants will be delisted on the next day.)
Offering Price	Baht 0.00

Distribution of Warrants as of 20 May 2014

	No. of Warrant holders	No. of Warrant holders	% of present listing Warrants
1. Warrant holders that are			
1.1 Directors, Managers and Executive Management including Related Persons and Associated Persons	13	58,116,900	72.646
1.2 Warrant holders who have a holding of above 5% including related persons	1	4,296,450	5.371
1.3 Controlling Shareholders	-	-	-
2. Small Warrant holders hold > 1 trading unit	424	17,584,448	21.981
3. Small Warrant holders hold < 1 trading unit	55	2,174	0.003
Total	493	79,999,972	100.00

Note : 1 Trading Unit = 100 Warrants

Major Holders as of 20 May 2014

Name	No. of Warrant	% of present listing Warrants
1. Group of Mrs.Kanokkorn Tankaisorn	28,957,400	36.197
- Mrs.Kanokkorn Tankaisorn	28,100,000	35.125
- Mrs.Worakarn Tankaisorn	300,000	0.375
- Mr.Taweekiat Tankaisorn	250,000	0.313
- Ms.Apantri Tankaisorn	57,400	0.072
- Ms.Apantri Tankaisorn	250,000	0.313
2. Group of Mr.Chamnarm Pornpilailuck	28,725,000	35.906
- Mr.Chamnarm Pornpilailuck	28,100,000	35.125
- Mrs.Tuanjai Pornpilailuck	375,000	0.469
- Ms.Auncharee Pornpilailuck	250,000	0.313
3. Mrs.Neeranuch Aumpaipipatkul	4,296,450	5.371
4. Group of Mr.Pichet Kositwongsakul	3,024,250	3.780
- Mr.Pichet Kositwongsakul	2,179,750	2.725
- Mrs.Ratchada Kositwongsakul	375,000	0.469

Name	No. of Warrant	% of present listing Warrants
- Mr.Korakrit Kositwongsakul	300,000	0.375
- Mr.Korakrit Kositwongsakul	56,500	0.071
- Ms.Patthanunt Kositwongsakul	56,500	0.071
- Mr.Peerawat Kositwongsakul	56,500	0.071
5. Mr.Chaiwat Kraichaaaim	2,366,600	2.958
6. Thai NVDR company Limited	1,877,500	2.347
7. Group of Mrs.Rattana Apichartsathaporn	1,647,000	2.059
- Mrs.Rattana Apichartsathaporn	827,950	1.035
- Mr.Somchai Apichartsathaporn	747,450	0.934
- Mr.Somchai Apichartsathaporn	31,600	0.040
- Mrs.Sri Apichartsathaporn	40,000	0.050
8. Mr.Praphol Aussawateeratham	1,010,250	1.263
9. Group of Mr.Songkiat Wattanawit	302,500	0.378
- Mr.Songkiat Wattanawit	300,000	0.375
- Mr.Thawee Wattanawit	2,500	0.003
10. Mr.Worathai Suriyaprapadilok	300,000	0.375
10. Mrs.Pornsri Jeanchusawat	300,000	0.375
Total	72,806,950	91.009

Noted: The Grouping of Warrant Holders underlying principles are the same surname, do not mean that the voting must to the same direction.

Registrar	Thailand Securities Depository Company Limited
Receiving Agent for the	Porn Prom Metal Public Company Limited
Exercise Warrant	

Exercise Right of Warrants

1. Exercise date

The Warrant holders can exercise their rights to purchase the Company's ordinary shares on the last business day of June and December throughout the term of the Warrants. The last Exercise Date shall be at the maturity date of the Warrants. Therefore, if the first Exercise Date falls on the Company s holiday, then the first Exercise Date shall be the next business day of the Company. In such case if the last Exercise Date falls on the Company s holiday, then the last Exercise Date shall be the last business day of the Company prior to the last Exercise Date. The first Exercise Date is on 30 June 2014 and the last Exercise Date is on 19 May 2017.

2. In each exercise of the Warrants, the Warrant holders shall be entitled to partially exercise the rights to purchase ordinary shares or exercise all their rights at one time.

3. Period of Notification

The Warrant holders who wish to exercise their rights to purchase ordinary shares of the Company shall give notification of such intention from 9:00 a.m. to 4:00 p.m. within 5 business days of the Company prior to each Exercise Date (Exercise Period). Except for the last Exercise Date, the Warrants holders must notify their intention within 15 days prior to the last Exercise Date.

4. The Company shall not close the share register book except the following cases;

- 1) For the last Exercise Date, the Company shall close the share register book for 21 days prior to the last Exercise Date. The Company shall inform the Stock Exchange of Thailand (SET) for suspending the trading of Warrants (or post the SP sign). If the book closure date falls on the registrar s holiday, such book closure date shall be the next business day.
- 2) In case having the Warrant holders Meeting, the Company shall close the share register book for right to attend and vote in the Meeting 14 days before the Meeting Date.

5. The Company shall inform the Warrant holders through ELCID the information relating to the Warrants such as Exercise Period, Exercise Ratio, Exercise Price and the place to submit the intention form to exercise the Warrants, at least 5 business days prior to each Exercise Period.

For the last Exercise Period, the Company shall deliver the registered mail to the Warrant holders whose names appeared on the share register book and announced through ELCID at least 5 business days prior the last Exercise Period.

6. Place of Exercise

Porn Prom Metal Public Company Limited

229 Porn Prom Building, Nakhonratchasima Road, Dusit Sub-District, Dusit District, Bangkok 10300

Tel. : 02-628-6100 Fax : 02-628-6122

7. Exercise Procedures

- 1) The Warrant holders can obtain the Exercise Notice at the Company and/or download at www.ppm.co.th during the Exercise Period.
 - a) In case of the Warrant are in the Scripless System, the Warrant holders who wish to exercise their rights shall fill in and sign the Request Forms to withdraw of the Warrants or an issue of the Warrant substitutes as prescribed by SET and submit such form to the securities company acting as their

broker. The securities company will then request the Registrar to withdraw the Warrant Certificates or to issue the Warrant substitutes to be used as evidence for the exercise of rights to purchase the Company's ordinary shares.

- b) The Warrant holders who wish to exercise their rights to purchase the Company's ordinary shares, shall comply with the conditions governing the Notification of Intention to exercise by completely fill and sign in the Exercise Notice and submit such the Warrants and the Exercise Notice. The Warrant holders are responsible stamp duty and all other regulations or laws, which apply to a subscription for new ordinary shares according to the Warrants Exercise. The Documents, that the Warrant holders need to submit at the Company, are as follow:

1. Exercise Notice which has been accurately and completely filled in;
2. The Warrants Certificates that specify the Warrant holders has rights to purchase the Company's ordinary shares in accordance with the amount specified in the Exercise Notice;
3. Payment in the amount specified in the Exercise Notice by way of cheque, draft, bank draft or order collectible within Bangkok area within 2 business days from the relevant Exercise Period and shall be made by account payee only payable to "Share Subscription Account of Porn Prom Metal PCL." or transfer cash to saving account as the name of "Share Subscription Account of Porn Prom Metal PCL." Account No. 030-2-67461-2 Kasikorn Bank PCL., Thewet Branch, and shall be send the copy of deposit slip to the Company.

Therefore, the exercise of the Warrants shall be completed upon the receipt of payment. In case of uncollected payment, it means the Warrant holders intend to cancel their Warrants exercise and the Company shall agree accordingly. Moreover, the Company shall return the cheque that cannot collect with no interest reimbursement and the Warrant Certificates to the Warrant holders by registered mail within 14 days from the day following of each Exercise Date. However, the Warrant holders are still able to exercise such Warrants for the next Exercise Date. Except the last Exercise Date, the rights to exercise Warrants invalid without any exercise.

4. Verification of Identification, including certified such documents are as follow;

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|-------------------------------|---|---|
| 4.1 Thai Individual Person | : | Duly certified copy of his/her Identification Card |
| 4.2 Foreign Individual Person | : | Duly certified copy of his/her Passport |
| 4.3 Thai Juristic Person | : | Duly certified copy of the corporate affidavit issued by Ministry of Commerce or relevant authority which was issued not exceeding 6 months before the Exercise Date. Such documents must be certified by authorized person and affix with company's seal (if |

any). In addition, document of such authorized person according to clause 4.1 or 4.2 must also be attached

4.4 Foreign Juristic Person : Duly certified copy of the certificate of incorporation certified by the Notary Public which was issued not exceeding 6 months before the Exercise Date. Such documents must be certified by authorized person and affix with company's seal (if any). In addition, document of such authorized person according to clause 4.1 or 4.2 must also be attached

- 2) The number of the Warrants units must be in integer. The Exercise Ratio is one Warrant unit is entitled to purchase one ordinary share, subject to variation in accordance with the adjustment conditions.
- 3) Warrant holders must exercise the right to purchase at least 100 ordinary shares. The number of warrants to be exercised must be an integer number only, except in the case that the warrants indicate a fraction or in case of the final exercise. However, if the warrant holders hold a warrant with right to buy less than 100 ordinary shares, they must exercise their whole right to purchase the ordinary shares within one transaction only.
- 4) Where the Company does not obtain the warrant certificates or payments in full as specified in the exercise notice and/or the Company finds that the exercise notice has been inaccurately filled in by the Warrant Holder or the stamps duty has been incorrectly by rules and laws, the Warrant holders shall rectify the found errors or made payment in full within each notification period. If the Holder fails to correct the found errors within such period, the Company shall deem that the exercise notice has expired without any exercise having taken place and shall return the previously received payment with no interest reimbursement in whichever cases and the warrant certificates to the Warrant holder by registered mail within 14 days from the day following of each Exercise Date with no interest reimbursement. Except the last Exercise Date, the Warrant holders shall rectify the found errors within 3 business days from the last Exercise Date. If the Holder fails to correct the found errors within the such period, the Company shall deem that the last exercise notice has expired without any exercise having taken place and shall return the previously received payment with no interest reimbursement in whichever cases and the warrant certificates to the Warrant holder by registered mail within 14 days from the day following of the last Exercise Date with no interest reimbursement.

In the case where the Warrant holders do not fully pay for the Exercise, the Company reserves its rights to:

1. Deems that the number of ordinary shares subscribed is equal to the number of ordinary shares eligible in accordance with the actual payment the Company received given the prevailing Exercise Price; or
2. Ask the Warrant holders to pay the remaining balance of the amount he/she wishes to exercise within the prevailing Exercise Period. If the Company does not receive payment within such period, it shall be deemed that the exercise notice will have expired without exercise having taken place.

At the last Exercise Period, the Company shall notify the Warrant holders to pay with the remaining amount specified in the Exercise Notice within the last Exercise Period. If the Company does not obtain the fully payment within the Notification Period, the Company shall deem that the number of shares subscribed is equal to the number of shares eligible in accordance with the actual payment the Company received given the prevailing Exercise Price.

In cases of 2., the Company shall deliver the previously received payment without interest and the Warrants which the Company deem unexercised or, in cases of 1., the Company shall deliver the remaining Warrants after partially exercised to the Warrant holders by registered mail within 14 days from each Exercise Date. However, the remaining Warrants are valid through the maturity of the Exercise Date.

- 5) The numbers of shares, that shall be issued when there is an exercise, shall be calculated by dividing the payment, paid by the Warrant holders as stated above, by the prevailing Exercise Price. The Company shall issue its ordinary shares in the prime amount not more than the number of the Warrants times the Exercise Ratio or the adjustment as stated in the Adjustment to the Exercise Price and the Exercise Ratio, if the fraction of share has occurred, the Company shall not take the fraction into the calculation and shall return the payment left after such exercise to the Warrant holders within 14 days from the day following of each Exercise Date with no interest reimbursement.
- 6) When the Warrant holders wish to exercise the rights to purchase the ordinary shares have fully complied with all conditions governing their exercise i.e. the Warrant holders have completely and accurately delivered both the Warrant certificates and exercise notice and also paid in full, the Warrant holders cannot rescind the exercise of their Warrants except the Warrant holders have an agreement letter from the Company.
- 7) If after the last Exercise Date the Warrant holders have not completely complied with all conditions governing the exercise, the Warrant Certificate shall be deemed expire without exercise and the Warrant holders can no longer exercise their rights.

Adjustment of Exercise Price and Exercise Ratio

1. The Company shall adjust the Exercise Price and the Exercise Ratio throughout the term of the Warrants every time that each of the following events occurs:

- a) When the Company changes the par value of its ordinary shares as the result of a combination or splitting of ordinary shares. The Company shall adjust the Exercise Price and the Exercise Ratio as the result of a combination or splitting of ordinary shares. The change of the Exercise Price and the Exercise Ratio shall be in immediate effect since the date the par value has been changed from the Ministry of Commerce.
- b) When the Company offers to sell its ordinary shares to its existing shareholders and/or the public and/or by private placement at the average price per share lower than 90 percent of "the market price of the ordinary shares of the Company". The adjustment of the Exercise Price and the Exercise Ratio shall be in immediate effect on the first day the purchaser of the ordinary shares has not obtained a right to subscribe for newly issued ordinary shares (the first day that the SET posts XR sign) in the event that the offering is made to the existing shareholders (Right Issue) and/or the first day of the offering of ordinary shares to the general public (public offering) and/or to specific investors (private placement) (as a case may be).
- c) When the Company offers to sell its existing shares and/or the public and/or by private placement any new security, i.e. convertible debenture or warrant, which gives rights to holders to convert to or purchase ordinary shares of the Company at the average price per share of newly issued ordinary shares to accommodate the exercise of right lower than 90 percent of "the market price of the ordinary shares of the Company". The adjustment of the Exercise Price and the Exercise Ratio shall be in immediate effect since the first date that the ordinary shareholders have not obtained a right to subscribe for such securities convertible/changeable into ordinary shares or which provide a right to subscribe for ordinary shares (the first day the SET posts XR sign) in case of an offering to existing shareholders (Right Issue) and/or the first offering date of newly issued securities convertible/changeable into ordinary shares or which provide a right to subscribe for ordinary shares to the general public (public offering) and/or to specific investors (private placement) (as the case may be).
- d) When the Company makes a partial or whole stock dividend payment to the shareholders of the Company. The change of the Exercise Price and the Exercise Ratio shall have an immediate effect from the date that the subscribers of the ordinary shares have no rights to receive the stock dividend (the first date that the SET posts XD sign).
- e) When the Company pays out cash dividend more than 100 percent of its annual net profits after tax for each accounting period from the Warrants issue date until the Warrants expiration date. The adjustment of the exercise price and the exercise ratio shall be in immediate effect on the first date the subscribers do not have a right to receive such dividend (the first date the SET posts "XD" sign).
- f) In case there are events not mentioned in clauses (a) - (e) that may impair benefits of the Warrant holders, the Company shall consider and determine the adjustment of the Exercise Price and/or the Exercise Ratio. The adjustment shall not lessen the benefits of shareholders and be deemed

ultimatum. The Company will notify the SEC and the SET of relevant details thereof within 15 days from the date which the adjustment occurs.

2. The Company shall not expand the term of Warrant and adjust the Exercise Price and Exercise Ratio except the adjustment as stated in 1.
3. The calculation of the adjustments to the Exercise Price and the Exercise Ratio in accordance with (a) through (f) are independent of each other and will be calculated in order to make a comparison with the market price of the Company's ordinary shares. In cases where these events simultaneously occur, the calculation shall be conducted in descending order from (a), (e), (d), (b), (c) and (f), and the decimal points for the Exercise Price and the Exercise Ratio shall be maintained at three for each calculation.
4. The calculation of the adjustments to the Exercise Price or Exercise Ratio in accordance with (a) through (f) shall not cause an increase in the Exercise Price and/or a decrease in the Exercise Ratio, except in the case of the share consolidation. In cases where the number of shares corresponding to the exercise of the certificates for each Notification of Intention to exercise (to three decimal points in the new Exercise Ratio after adjustment) is a fraction of share, such fraction shall be ignored. If the calculated Exercise Price after adjustment (to three decimal points) when multiplied by the number of ordinary shares to be exercised in each Exercise Period is a fraction of Baht, such fraction shall be ignored.
5. In case of the adjustment of the Exercise Price, which will be made a new Exercise Price below par value of the ordinary shares of the Company, it shall be used as the new Exercise Price. In case that the regulation is not allowing the Company issued ordinary shares below the par value, it shall be use the par value of the Company as a new Exercise Price.
6. The Company may consider the adjustment of the Exercise Price along with the issuance of new warrant instead of adjustment of the Exercise Ratio.
7. After the adjustment of the Exercise Price and the Exercise Ratio as stated in clause 1. (a) through (f) and the adjustment of the terms and conditions, the Company shall notify, within 15 days since such events occur or the adjustment of the terms and conditions, of the outcomes of the adjustment including the methods of calculation, reasons for the adjustment, the new Exercise Price, the new Exercise Ratio or the new Terms and Conditions including the summary of the reasons for the adjustment and the date of the adjustment to the SEC. The Company also shall notify the adjustment to the SET through ELCID system within one business day after the adjustment become effective.
8. The status of the Warrants from the date the Warrant holders give notice of its intention to exercise until the day the Ministry of Commerce accepts the registration of an increase in paid-up capital due to the exercise of such Warrants shall be the same and also have the same rights as that of the Warrant holders who does not give notice of the intention to exercise. This status shall expire on the date the Ministry of Commerce accepts the registration of the increase in paid-up capital.

If the Exercise Price and/or the Exercise Ratio are adjusted retroactively before the Company applies for the registration of the exercised ordinary shares with the Ministry of Commerce, the Company shall issue additional new ordinary shares to the eligible Warrant holders as soon as possible. In cases where the adjusted Exercise Price is effective, the additional new ordinary shares shall be distributed to the eligible Warrant holders later than the ordinary shares previously issued but no later than 15 business days from the day of adjustment.

9. The new shares derived from the exercise of the Warrant shall have the same rights and benefits as the existing shares when his/her name appears on the Company's registration book and the Ministry of Commerce accepts the registration of increase in the paid-up capital.

Issuance and Delivery of New Ordinary Shares

The Company shall submit the Share Certificates to the Warrant holders within 15 business days after each Exercise Date and shall return the Warrants, which are not exercised (if any) along with the remaining money and over payment of tax with no interest reimbursement by register mail to the address which appears on Exercise Notice within 14 days from the day following of each Exercise Date. The Company shall not take any responsibilities occurred in any lost or damage in submission processes.

The Company may take care of such Share Certificates, Warrants, cheque or other documents for the Holder who wants to receive them by his/her self or the Warrant holders may deposit his/her Share Certificates in Scripless System in the name of the Warrant holders securities trading account. The Company's share registrar will issue the Share Certificates in the name of Thailand Securities Depository Company Limited for Depositors and will record the number of shares deposited by the Securities Company. While the Securities Company will record the number of shares deposited by the Holders and submits the evidence of share deposition to the Warrant holders within 7 business days from each Exercise Date.

In case that the Company is unable to provide shares for the exercise of Warrants

The Company shall compensate the Warrant holders in accordance with the following principles:

1. The Company shall compensate only the Warrant holders who notify their intention to exercise within each notification period and the Company cannot provide shares to accommodate the exercise of their Warrants.
2. Such compensation as mentioned in clause 1. shall be made by an account payee only cheque and sent by registered mail within 14 business days from each Exercise Period.
3. The calculation of the loss that the Company agrees to compensate the Warrant holders pursuant to clause 1. will be conducted in the following manner:

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

Whereas:

- A = The number of ordinary shares which have not been allocated and/or increased following the increase of the Exercise Ratio after adjustment per one unit.
- MP = The market price which means total trading value of the Company divided by trading volume of the Company in the SET for last 7 consecutive business days (business days of SET) before each Exercise Date.
- EP = The Exercise Price or the new adjusted Exercise Price in accordance with the adjustment to the Exercise Price and/or the Exercise Ratio as prescribed in the conditions for an adjustment.

Transferring Restriction

1. The Company has right to reject transfers of shares and /or conversions of warrants to ordinary shares if such transfers and/or conversions cause the Company's ratio of shares held by the Thai shareholders to total shares to be lower than that specified under the Company s Articles of Association, Shares of the Company can be freely traded only if such trading does not cause alien shareholders to hold more than 49% of the Company s total paid-up shares. This is in accordance with Article of Association. Therefore, the Warrant holders shall not receive any reimbursement from the Company.
2. In case where the non-Thai Warrant holders cannot exercise his/her rights in the process that stated in Exercise Right of Warrants after processing the Exercise Notice because of the transfer limitation, the Company might permit the non-Thai Warrant holders to exercise his/her rights in partial amount by follow the transfer limitations as first come first serve. The Company shall return the Warrants and the money left in the portion of the exceeding transfer limitations with no interest reimbursement to the non-Thai Warrant holders by registered mail within 14 days from the day following of each Exercise Date.
3. The non-Thai holders shall not receive any reimbursements from the Company in case of the Holder cannot exercise the rights because of the transfer limitations. However, the Warrants are valid through the maturity of the Exercise Date. In the case, foreign limit causes non-Thai Warrant holders to be unqualified to exercise Warrants at the last Exercise Date, such Warrants shall be deemed expired without any compensations from the Company.

Silent Period (if any)	None
Other (if any)	None
Financial Advisor (if any)	None
Prepared by	Porn Prom Metal Public Company Limited

(Mrs.Nuntira Rittimontree)
Authorized Director

(Mrs.Kanokkorn Tankaisorn)
Authorized Director