

-Translation-

-Information Memorandum-

Description, Condition and Major Characteristics of Warrants to purchase newly issued ordinary shares of PP Prime Public Company Limited No. 6 (PPPM-W6)

<u>Number of Warrants:</u>	130,308,863 units
<u>Underlying Shares:</u>	130,308,863 shares (with a par value of 1.00 Baht)
<u>Allocation of Warrants:</u>	The Company shall allocate the Warrants at the amount of 130,308,863 units to the existing shareholders of the Company who subscribe and have been allocated the newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholding (Right Offering), shareholders entitled to receive the warrants must be those whose names appear in the shareholder register as of 18 June 2024 (Record Date) at the rate of 1 newly issued ordinary shares to 1 Warrant unit (In the case of fractions, they shall be discarded), free-of-charge (Zero Baht).

Major Warrant Holders who hold Warrant from 0.5 percent of the total number of registered Warrants but shall not be less than 10 holders

As of 20 August 2024 (warrant issuance date)

Name	No. of Warrants (Unit)	% of Present Listing Warrants
1. Mr. Parin Chanuntranont	33,028,332	25.35
2. LGT BANK (SINGAPORE) LTD	31,774,363	24.38
3. Miss Pavichaya Kanontrangsee	9,375,000	7.19
4. Mr. Chanin Taworntawat	4,662,462	3.58
5. Mrs.Jindarat Kotheeranurak	4,000,000	3.07
6. ADVANCE OPPORTUNITIES FUND	3,958,333	3.04
7. Mr. Somjeth Attaskulchai	3,251,340	2.50
8. Mrs. Sareeya Jaikittisilpa	3,082,083	2.37
9. Mr. Tanin Sajjaboribun	2,900,000	2.23
10. Mrs.Karnjana Chaikittisilpa	2,869,000	2.20
11. Ms. Nattanan Choklumboon	2,012,125	1.54
12. Thai NVDR Company Limited	1,811,377	1.39
13. Mr. Mon Thongcharoen	1,687,250	1.30
14. Mr. Nanthiwat Pongcharoen	1,325,000	1.02
15. Miss Waritsara Wiwatprapakorn	1,218,677	0.94

Name	No. of Warrants (Unit)	% of Present Listing Warrants
16. Miss Suwanlee Tepbunchaporn	1,125,000	0.86
17. Mrs. Ajhara Thienprasiddhi	1,104,570	0.85
18. Miss Sudarat Wannamanee	830,000	0.64
19. Mrs. Kanitporn Thaweechaithaworn	818,342	0.63
20. Mrs. Yuvanuch Pongjarern	805,880	0.62
21. Mr. Siwat Luangsomboon	781,278	0.60
22. Mr. Anon Famontri	775,000	0.59
23. Mr. Orige Osathanugrah	773,834	0.59
24. Mr. Prapon Limthammahisorn	732,500	0.56
25. Miss Kasorn Leknum	<u>720,000</u>	0.55
Total	115,421,746	88.58
Others warrant's holders	<u>14,887,117</u>	11.42
Total	<u>130,308,863</u>	100

Exercise Right of Warrants

1. **Exercise date**

Warrant holders can exercise their rights on the 15th of every month (business day) throughout the term of the Warrant (“**Exercise Date**”), that the first exercise date is 13 September 2024 (15 September 2024 will be public holiday) and the last exercise date is the date on which the Warrant reach its term of 2 years (19 August 2026) (“**Last Exercise Date**”) However, in the event that such date falls on a holiday of the Company or SET, the Exercise Date shall be postponed to the last business day prior business day.

2. **Exercise of rights to purchase ordinary shares**

The Warrant Holders may exercise their rights to purchase ordinary shares according to the Warrants they hold, in whole or in part on each Exercise Date. However, the Warrant Holders who are foreigner or non-Thai shall be able to exercise the right to buy the new ordinary share, in whole or in part, only when such exercise, on the Exercise Date, will not cause the ratio of foreign or non-Thai shareholders to be exceeded of 49 percent of the total paid-up shares of the Company. The remaining warrants after the exercise or non-exercise of rights on any Exercise Date, can be accumulated to be exercised on the next exercise date throughout the term of the Warrants. However, after the expiration of the warrants, any unexercised warrants will be canceled and terminated.

3. **Period of the Notification of the Intention to Exercise the Warrants**

The Warrant Holders of the Warrants who wish to exercise their rights to purchase ordinary shares of the Company shall deliver a notification of their intention to exercise the Warrants during 9.00 a.m. and 5.00 p.m. within the period of 5 business days prior to each Exercise Date (the “**Notification Period**”). Except the Last Exercise Date, the notification of their intention to exercise the Warrants shall be delivered between during 9.00 a.m. and 5.00 p.m. within the period of 15 days prior to Last Exercise Date (“**Last Notification Period**”). In the case that such exercise date falls on a non-business day of the Company, the exercise date shall then be the preceding business day prior to such exercise date.

The Company will not close the Warrant Holders Register Book to suspend the transfer of the Warrants, except in the case of the last exercise of the Warrants in which the Warrant Holders Register Book will be closed to suspend the transfer of the Warrants for a period of 21 days prior to the last Exercise Date. The SET will post the “SP” (Suspend trading) sign in order to suspend the trading of the Warrants for 2 Business Days prior to the book closing date until the Last Exercise Date. (In the case that the first book closing date falls on the date on which is not a business day, such first book closing date shall be moved to the last business day prior to the book closing date.)

The Company will inform the Warrant Holders of the Warrants on information relating to the Warrants such as the Exercise Ratio, the Exercise Price, the Exercise Period, and the Notification Period at least 5 business days prior to each Notification Period through the electronic information disclosure means of the SET. For the Last Exercise Date, the Company shall inform through the electronic information disclosure means of the SET within period no less than 14 days prior to the booking closing date and also deliver such details to the Warrant Holders of the Warrants whose names appear on the Warrant Holders Register Book as at its closing date via registered mail.

**Adjustment of
Exercise Price and
Exercise Ratio**

The Company will adjust the Exercise Price and the Exercise Ratio throughout the term of the warrant when one of the following events occurs for the benefits and returns of the warrant holders, which shall not be less than benefits previously obtained:

- (1) When the Company adjusts the Par Value of the ordinary shares, as a result of a combine or split in value of the previously issued shares, such adjustment of the Exercise Price and the Exercise Ratio will be in effect, starting from the date that the Par Value is effective as published through the electronic media information system of the SET.
- (2) When the Company offers new allocation of any shares to existing shareholders in proportion to their shareholding (Right Offering) and/or the offering of newly issued shares to the general public with the condition that purchasers must be existing shareholders of the Company, and the subscription amount must not exceed their proportional shareholding. The shares will be offered equally to all shareholders, except those shareholders whose participation would impose foreign legal obligations on the Company (Preferential Public Offering) and/ or public offering and/or private placement, with the net price per share of the newly issued ordinary share is lower than 90% of "the market price per share of the Company's ordinary shares".

The adjustment in the Exercise Price and the Exercise Ratio will take effect, starting from the first day that the purchasers of the ordinary shares do not have the rights to subscribe for newly issued ordinary shares (The first day that there is the SET posts sign XR). In the case that, it is an offer to the existing shareholders (Right Offering) and/or the first day of the offering of newly issued ordinary shares to the general public and/or private placement as the case may be.

- (3) In case the Company issued new securities and offered to the existing shareholders (Right Offering) and/or the offering of newly issued shares to the general public with the condition that purchasers must be existing shareholders of the Company, and the subscription amount must not exceed their proportional shareholding. The shares will be offered equally to all shareholders, except those shareholders whose participation would impose foreign legal obligations on the Company (Preferential Public Offering) and/ or public offering and/or the private placement, where such securities grant the right to convert into or exchange for ordinary shares, or the right to purchase ordinary shares (such as convertible debentures or warrants to purchase the ordinary shares) at the net price per new ordinary shares below 90% of "the market price per share of the Company's ordinary shares".

The adjustment of the Exercise Price and Exercise Ratio shall be effective on the first date which the purchasers of ordinary shares shall not be granted the rights to subscribe for the new securities with the right to convert/exchange into ordinary shares or the right to purchase the ordinary shares in the case of a rights offering and/or the first day of the offering of the new securities with the right to convert/exchange into the ordinary shares or the right to purchase the ordinary shares in case of a public offering and/or a private placement, as the case may be.

- (4) In case the Company distributes dividend payment, whether in whole or in part, in the form of the Company's ordinary shares to its shareholders, the adjustment of the Exercise Price and the Exercise Ratio shall become effective immediately from the first day on which

the purchasers of the Company's ordinary shares shall not be entitled to receive such dividends (the first day on which the SET posts XD sign).

- (5) When the Company distributes dividend payment in cash with the amount exceeding 80% of the Company's net profit from separated financial statement after deducting income tax for operations in any financial periods, whether it was paid from the operating results or retained earnings, from the separated financial statement during the maturity period of the warrants, the adjustment of the Exercise Price and the Exercise Ratio shall become effective immediately from the first day on which the purchasers shall not be entitled to receive such dividend distribution (the first day on which the SET posts XD sign).

The percentage of the dividend payout to the shareholders is calculated from the actual dividend paid within each financial year or from the retained earnings divided by the net profit from the separated financial statement of the Company after deducting income tax for operations in the financial year. In this regard, the actual dividend shall include all interim dividend payment made during that accounting period.

- (6) In case that, there are circumstances that having effect on the warrant holders to loss their rights or benefits that they should obtain or that causes any benefits in return that the warrant holder will receive upon exercising the rights under the warrant to be less than before, and those circumstances are not described in (1) - (5), the Company may consider or the Company may appoint the financial advisor for joint consideration to adjust the Exercise Price and/or the Exercise Ratio (or adjust the number of warrant units instead of the exercise rate) in a fair manner without depriving the rights of the warrant holders. In this regard, any decision made shall be considered final, and the Company shall inform the warrant holders through the electronic information disclosure system of the SET, immediately or no later than 9:00 a.m. of the date on which the Exercise Price and the Exercise Ratio are effective and notify the Office of SEC within 15 days from the date of such circumstance that has led to the adjustment of rights.
- (7) The calculation of the adjustment of the Exercise Price and/or the Exercise Ratio pursuant to clauses (1) – (6) shall be independent from one another. In the event that any two events or more occur at the same time, the calculation must be made in the following order: (1)⇒(5)⇒(4)⇒(2)⇒(3)⇒(6). In calculating the adjustment in sequential order set forth, the Exercise Price and the Exercise Ratio shall be in the maximum three digits of decimal.
- (8) The calculation of the adjustment of the Exercise Price and the Exercise Ratio pursuant to Clauses (1) to (6) shall not be changed in a way that will cause the Exercise Price to increase and/or the Exercise Ratio to decrease, except for the case of combining shares. In the case of ordinary shares resulting from the exercise of rights under the warrants for each declaration of intent to exercise the rights (3 decimal digit of new exercise ratio after the adjustment) is calculated to be in fraction of share, the fraction will be disregarded and if the Exercise Price after the adjustment (3 decimal digits) multiplied by the number of ordinary shares intended to exercise at that Exercise Period, came out in fraction of Baht, the fraction of Baht will be disregarded.

- (9) In adjusting the Exercise Price and/or the Exercise Ratio as mentioned above, the Company will report the results of the change by detailing the calculation method and reasons for such change to the Office of SEC, to notify the newly determined the Exercise Price and Exercise Ratio, including brief facts about the reasons for the adjustment of rights, the methods of calculation, and the date of the adjustment is effective, and the Company will notified within 15 days of the occurrence of such events. The Company shall also notify the details of the adjustment of the Exercise Price and/or the Exercise Ratio through the electronic information disclosure of the SET, immediately or at the latest by 9.00 a.m. of the date the change in the Exercise Price or Exercise Ratio becomes effective to informed the warrant holders according to the period and method as ascribed in this Terms and Conditions.
- (10) The Company shall not extend the term of the warrants and shall not adjust the Exercise Price and the Exercise Ratio, except the adjustment according to the Conditions for the Rights Adjustment of warrants.
- (11) The Company may adjust the Exercise Price together with the issuance of new warrants to substitute the Exercise Ratio adjustment. In case the Company has to increase the number of accommodated shares, the Company shall present the resolution of the shareholder meeting approving the issuance of sufficient shares to accommodate the rights adjustment to Office of SEC prior to the adjustment. Therefore, it will be considered that the Company has received permission to offer shares.
- (12) In the case of a change in such Exercise Price resulting in the new Exercise Price to be lower than the par value of the Company's ordinary shares, use the par value of the Company's ordinary shares instead. Except in cases where the law specifies otherwise, the new Exercise Ratio calculated under (1) to (6) shall remain the same.

Silent Period: N/A
Others (If any): N/A
Legal Advisor Araya & Partners Company Limited
Financial Advisor N/A
Prepared By: PP Prime Public Company Limited

Signed _____ *-Mr. Romsai Tandakoseya-* _____ Authorized Director
(Mr. Romsai Tandakoseya)

-The Company's Seal-

Signed _____ *-M.L. Phanpiengduen Sungkahapong-* _____ Authorized Director
(M.L. Phanpiengduen Sungkahapong)