

**Terms and Conditions Governing the Rights and Obligations of the Issuer and Holders
of the Warrants Representing the Right to Purchase the Newly Issued Ordinary Shares
of
Banpu Public Company Limited No. 3 (BANPU-W3)**

Banpu Public Company Limited (the “**Company**”) has issued and allocated the warrants representing the right to purchase the newly issued ordinary shares of Banpu Public Company Limited No. 3 (“**BANPU-W3**”) to the existing shareholders of the Company who have subscribed for and been allocated with the newly issued ordinary shares of the Company issued and offered to such shareholders in proportion to their respective shareholdings in the amount of not exceeding 1,290,939,275 units in accordance with the resolution of the General Meeting of Shareholders of the Company for the year 2016 held on 19 April 2016.

The warrant holders shall be entitled to the rights as described in these Terms and Conditions, and the Company and the warrant holders shall be obligated according to these Terms and Conditions in all respects. It shall also be deemed that the warrant holders fully acknowledge and understand all the Terms and Conditions set forth herein. In this connection, the Company shall arrange to have a copy of these Terms and Conditions available at the Company’s head office and/or head office of the Exercise Agent for the warrant holders to inspect such copy of the Terms and Conditions during the business hours and days of the Company and/or the Exercise Agent.

Definitions

All words and terms used in these Terms and Conditions shall have the following meanings:

The Company	shall mean	Banpu Public Company Limited;
Terms and Conditions	shall mean	the terms and conditions governing the rights and obligations of the Company and the holders of the warrants representing the right to purchase the newly issued ordinary shares of Banpu Public Company Limited No. 3 (BANPU-W3) allocated to existing shareholders of the Company who have subscribed for and been allocated with the newly issued ordinary shares of the Company issued and offered to such shareholders in proportion to their respective shareholdings, including any amendment thereof (if any);
SET	shall mean	the Stock Exchange of Thailand;
Exercise Agent	shall mean	the person appointed by the Company as its agent for the exercise of rights under Warrants;
Warrant Registrar	shall mean	Thailand Securities Depository Co., Ltd. (“ TSD ”);
Warrant(s)	shall mean	the warrant(s) representing the right to

		purchase the newly issued ordinary shares of Banpu Public Company Limited No. 3 (BANPU-W3) allocated to existing shareholders of the Company who have subscribed for and been allocated with the newly issued ordinary shares of the Company issued and offered to such shareholders in proportion to their respective shareholdings;
Notification No. TorChor. 34/2551	shall mean	the Notification of the Capital Market Supervisory Board No. TorChor. 34/2551 Re: Application for and Approval of Offer for Sale of Warrants to Purchase the Newly Issued Shares and Shares Issuable upon the Exercise of Warrants (as amended);
Period for the Notification of the Intention to Exercise the Warrants	shall mean	the period that the warrant holders who wish to exercise their rights to purchase the newly issued ordinary shares of the Company are allowed to notify their intention to exercise the Warrants as specified in Clause 1.2.2;
Exercise Date	shall mean	5 September 2016, 2 December 2016, 3 March 2017 and 5 June 2017. In this regard, the first Exercise Date shall be 5 September 2016 and the last Exercise Date shall be the date falling one year from the issuance date of BANPU-W3, which is 5 June 2017. In the event that any Exercise Date does not fall on a Business Day, the Exercise Date shall be the last Business Day prior to such Exercise Date;
Business Day(s)	shall mean	a day (other than Saturday, Sunday or other bank holidays announced by the Bank of Thailand) on which commercial banks are open for general business in Bangkok;
The Warrant Holders Register Book	shall mean	the register book or the source of registration information which records details of the Warrants and the warrant holders, which is kept by the Warrant registrar; and
SEC	shall mean	the Office of the Securities and Exchange Commission;

1. Details of the Warrants

1.1 Key Features of the Warrants

Name of Securities	: The warrants representing the right to purchase the newly issued ordinary shares of Banpu Public Company Limited No. 3 (“ BANPU-W3 ”)
Type of Warrants	: Named certificate and transferable warrants
Allocation Method	: Allocate to existing shareholders of the Company who have subscribed and paid for and been allocated with the newly issued ordinary shares of the Company at the ratio of 1 newly issued ordinary share to 1 unit of warrant. The names of shareholders who are eligible to subscribe for the newly issued shares together with the Warrant shall be recorded on 27 April 2016 and collected pursuant to Section 225 of the Securities and Exchange Act B.E. 2535 (as amended) by closing of the share register book on 28 April 2016.
Term of Warrants	: 1 year from the issuance date
Number of Warrants	: Not exceeding 1,290,939,275 units
Number of Ordinary Shares Reserved for the Exercise of the Warrants	: Not exceeding 1,290,939,275 units (at Baht 1.00 par value per share) accounting for 33.33 per cent of the total paid up capital of the Company following the offering of the newly issued ordinary shares to existing shareholders of the Company in proportion to their respective shareholdings and that there are no remaining shares from the right offering at 3,872,817,825 shares
Offering Price	: Baht 0 per unit
Exercise Ratio	: 1 unit of warrant for 1 newly issued ordinary share (unless the Exercise Ratio is adjusted according to the right adjustment under the Terms and Conditions)
Exercise Price	: Baht 5.00 per share (unless the Exercise Price is adjusted according to the right adjustment under the Terms and Conditions)
Issuance date of Warrants	: 6 June 2016
Expiry Date of Warrants	: 5 June 2017
Exercise Date and Exercise Period	: The warrant holders may exercise their respective rights on 5 September 2016, 2 December 2016, 3 March 2017 and 5 June 2017. In this regard, the first Exercise Date shall be 5 September 2016 and the last Exercise Date shall be the date falling one year from the issuance date of BANPU-W3, which is 5 June 2017. In the event that any Exercise Date does not fall on a Business Day, the Exercise Date shall be the last Business Day prior to such Exercise Date.

Irrevocable Intention for the Exercise of Warrants	:	Once the warrant holder declares his intention to exercise the rights to purchase newly issued ordinary shares, such intention shall be irrevocable.
Secondary Market of Warrants	:	The Company will register the Warrants issued as listed securities on the SET.
Secondary Market of Ordinary Shares Reserved for the Exercise of the Warrants	:	The Company will register the new ordinary shares issued in accordance with the exercise of the Warrants as listed securities on the SET.

1.2 Warrant Exercising Procedures and Conditions

The exercising of rights of the warrant holders shall be in accordance with the following terms and conditions:

1.2.1 Exercise Date

- 1.2.2** The warrant holders may exercise their respective rights on 5 September 2016, 2 December 2016, 3 March 2017 and 5 June 2017. In this regard, the first Exercise Date is 5 September 2016 and the last Exercise Date shall be the date falling one year from the issuance date of BANPU-W3, which is 5 June 2017. In the event that any Exercise Date does not fall on a Business Day, the Exercise Date shall be the last Business Day prior to such Exercise Date. **Period for Notification of Intention to Exercise the Warrants**

The warrant holders who wish to exercise their rights to purchase the ordinary shares of the Company must notify the intention to purchase ordinary shares of the Company at the place specified in Clause 1.2.4 between 09.00 a.m. and 16.00 p.m. within 5 Business Days prior to each of the exercise date. In case of the last exercise date, the notification period shall not be less than 15 days prior to the last exercise date. The warrant holders can express their intention to exercise the rights on any Business Day during the above given period.

In this connection, the Company will not close the Warrant Holders Register Book to suspend the transfer of warrants, except in the case of the last exercise of the warrants in which the Warrant Holders Register Book will be closed within 21 days prior to the last exercise date and the SET will post the SP (suspension) sign for a period of 3 Business Days prior to the book closure to suspend the transfer of warrants date (in the case that the book closure date to suspend the transfer of the warrant falls on the date on which the SET is closed for business, such book closure to suspend the transfer of warrants date or the book closure to determine person entitled to attend the meeting of warrant holders shall be rescheduled to the preceding Business Day).

The Company shall inform the warrant holders the exercise of the warrants, exercise ratio, exercise price, exercise period, the period of notification of the intention to exercise the warrants at least 5 Business Days prior to each period of notification of the intention to exercise the warrants through the electronic information disclosure

system of the SET. For the last exercise date, the Company will deliver such details to the warrant holders whose names appear in the Warrant Holders Register Book on the book closure to suspend the transfer of warrants date via registered mail.

1.2.3 Warrant Registrar

Thailand Securities Depository Co., Ltd.

93 Ratchadapisek Road, Dindaeng Sub-district, Dindaeng District, Bangkok 10400

Telephone: 0 2009-9000

Fax: 0 2009-9991

Website: <http://www.set.or.th/tsd>

Email: SETContactCenter@set.or.th

The Warrant Registrar shall be responsible for the closure of the Warrant Holders Register Book. The Warrant Holders Register Book shall specify the first name and surname, nationality and address of each warrant holders as well as other relevant details, as required by the Warrant Registrar. In the case of conflicting information, the information in the Warrant Holders Register Book will be deemed accurate. In this connection, the warrant holders are obliged to notify any change or error in their respective details recorded in the Warrant Holders Register Book to the Warrant Registrar directly.

The Company hereby reserves right to change the warrant registrar and will notify the warrant holder such change through the electronic information disclosure system of the SET immediately as well as notify the SET within 15 days. Accordingly, the Company will proceed to send the notice informing such change to the warrants holders by registered mail.

1.2.4 Place to Exercise the Warrants

The Company has appointed “Bualuang Securities Public Company Limited” to act as the Exercise Agent. The warrant holders may contact the Exercise Agent to declare the intention to exercise his rights to purchase newly issued ordinary shares per the details as follows:

Bualuang Public Company Limited

Operation Division

191 Silom Complex Building, 29th Floor

Silom Road, Silom Sub-district, Bangrak District, Bangkok 10500

Tel.: 0-2618-1147 or 0-2618-1141 to 0-2618-1143

Fax: 0-2618-1120

In the case that the Company changes the Exercise Agent or the place to exercise the warrants, the Company will inform the warrant holders through the electronic information disclosure system of the SET.

1.2.5 Exercise procedures

The warrant holders or warrant replacement certificate holders may request to obtain the Exercise Intention Notification to exercise their rights to purchase ordinary shares with the Company or the Exercise Agent within the period of notification of the intention to exercise the rights.

In case that the warrants are in form of the scripless system, the warrant holders who wish to exercise the right shall notify their intention and file the application form for the issuance of warrants or warrant replacement certificate as prescribed by the SET with their respective securities company and such securities company will proceed to inform the TSD the withdrawal of the warrants to be used as evidences for the purchase of shares to be filed with the Company for the exercise of rights.

The warrant holders who wish to exercise the right to purchase the ordinary shares of the Company shall comply with the conditions and the period for notification of intention to exercise the warrants as specified in Clause 1.2.2. and the regulations and laws in relation to the exercise of rights to subscribe ordinary shares and send the following documents to the Company or the Exercise Agent at the place to exercise the warrants as specified in Clause 1.2.4:

- (a) a correct and completed Warrant Exercise Intention Notification, duly signed by the warrant holder and deliver such documents to the Exercise Agent during the exercise period;
- (b) the warrant certificate with the signature of the warrant holders on the back page or the replacement of warrant certificate showing that such person is entitled to the warrant as per the amount as appeared in the Warrant Exercise Intention Notification in (a) in which such warrant certificate must bear exercisable rights in accordance with the Terms and Conditions to purchase the ordinary shares of the Company;
- (c) a payment document as per the amount specified in the Warrant Exercise Intention Notification within the prescribed period but shall not be later than the exercise date by cheque, draft or cashier's cheque shall be only collectible instrument by the clearing house in Bangkok within one business day from the date on which the exercise intention is declared and must be crossed specifically payable or payment by other means to be determined by the Company an/or the Exercise Agent
- (d) supporting documents for purchasing of ordinary shares
 - (1) Thai individuals: A certified copy of valid national identification card
 - (2) Non-Thai individuals: A certified copy of valid passport or work permit
 - (3) Thai juristic persons: A certified copy of affidavit issued by the Ministry of Commerce or relevant authorities not over 6 months prior to the exercise date and duly certified evidences of

the authorised signatories in accordance with to (1) or (2) as the case maybe

(4) Non-Thai juristic persons: Certified copies of incorporation documents notarised by the notary public or authorised government authorities of the issuance country not over 6 months prior to the exercise date, which are certified by notary public and certified evidences of the authorised persons as in (a) or (b) as the case maybe

(5) Custodian: Certified copies of incorporation documents notarised by the notary public of the issuance country not over 6 months and power of attorney authorising the Custodian to proceed, the ordinary share subscription documents signed by the Custodian and a document of Custodian specifying the authorised persons of Custodian together with certified evidence of such authorised persons as per (1) or (2) as the case maybe

If the warrant holder fails to provide the documents listed above, the Company and/or Exercise Agent retain the right to assume that such warrant holder does not intend to exercise his right during such exercise period. However, the Company and/or the Exercise Agent may, at its own discretion, grant the exercise right for the warrant holder as it deems appropriate.

- (e) The warrant holders shall be responsible for the stamp duty or any tax (if any) in accordance with the Revenue Code, any applicable regulations or laws governing the exercise of the warrants.

1.2.6 Other Conditions for Warrant Exercising

- (a) The number of warrants to be exercised must be in a whole number with the exercise ratio of 1 unit of warrants to 1 ordinary share, except for the adjustment of rights.

In addition, the warrant holders must exercise the right to purchase ordinary shares not less than 100 shares except for a case where such warrant has the fraction or in case of last exercise period. Nevertheless, if the warrant holders have right to purchase equal to or less than 100 ordinary shares, they must use all rights to purchase ordinary shares in one time.

- (b) The number of ordinary shares to be issued upon the exercise shall be calculated by dividing the warrant holders' payment amount by the exercise price at the relevant exercise period. The Company shall issue its ordinary shares in a whole number not greater than the number of warrants multiplied by the exercise ratio. If there is a fraction of share derived from the calculation of adjustment to the exercise price and/or the exercise ratio, the Company will discard such fraction and return to the warrant holders the paid amount left from such exercise by registered mail within 14 Business Days from each exercise date with no interest reimbursement. In this connection, the Company may agree with the warrant holders to collect the balance from such right exercise at the place to exercise the warrants as specified in Clause 1.2.4.
- (c) If the Company receives incomplete evidence for exercising the warrants, or shortfall payment of the amount as specified in the Warrant Exercise Intention Notification, or finds that the information filled in by the warrant holders is incomplete or incorrect, the warrant holders must make a remedy in order to comply with the conditions; otherwise, the Company and/or the Exercise Agent shall deem that the notification is invalid and there is no exercise of the warrants. The Company and/or the Exercise Agent will then return the payment received and the warrants to the warrant holders by registered mail within 14 Business Days from the exercise date with no interest reimbursement in all cases.

In the event that the warrant holders fail to make payment for such exercise in full, the Company reserves the right to proceed with any of the following alternatives as deemed appropriate:

- (1) Deem that the warrant exercise intention is invalid without any exercise; or
- (2) Deem that the number of ordinary shares subscribed is equal to the number of shares obtainable according to the payment amount for the exercise of the warrants actually received by the Company at the exercise price prevailing at that time; or
- (3) Request the warrant holder to make additional payment for the shortfall of the amount intended to exercise within the exercise period for such right exercising. If the Company has not received the full amount for such right exercising within the foregoing period, the Company shall deem that the warrant exercise intention is invalid without any exercise;

Remark: For the last right exercising, the Company shall proceed with the alternatives in (2) or (3) above.

In case of (1) and (3), the warrant holders shall collect the returned amount in form of specified and crossed cheque at the Company and/or the Exercise Agent and the warrants deemed not being exercised at the place to exercise the warrants as specified in Clause 1.2.4 within 14 Business Days from each

of the exercise date together with remaining amount (if any) without interest. However, the said warrants that are not yet exercised shall remain valid until the last exercise date.

In case of (2), if the Company deems that only partial exercise is made, the warrant holders shall collect the remaining amount at the place to exercise the warrants as specified in Clause 1.2.4 within 14 Business Days from each of exercise date together with remaining amount (if any) without interest. However, the said warrants that are not yet exercised shall remain valid until the last exercise date.

- (d) Once the warrant holders who wish to exercise their rights to purchase ordinary shares have complied with all notification conditions, i.e. the warrant holders have correctly and completely delivered the warrants and the Warrant Exercise Intention Notification and paid for the ordinary share subscription, they may not be entitled to revoke the exercise of rights.
- (e) If after the last exercise date, the warrant holders have not completely complied with all the conditions governing the exercise, the warrants shall be deemed expired without any exercise and the warrant holders may not exercise their rights after the last exercise date.
- (f) In the event that the warrant holder delivers the warrant certificate representing the number of the warrants more than those he/she wishes to exercise, the Company shall deliver a new warrant certificate representing the remaining units of the warrants to such warrant holder within 14 Business Days from the relevant exercise date, and cancel the former warrant certificate.
- (g) In the case that the newly issued ordinary shares reserved to accommodate the exercise of the warrants are not sufficient to accommodate the exercise of the warrants, the Company shall reimburse for any damages caused to the warrant holders who are not able to exercise the right under Clause 4. However, the Company will not compensate for any damages to the non-Thai warrant holders both individual and juristic person who are unable to exercise their rights under the warrants because of a restriction of non-Thai shareholding ratio as specified in the laws or the Company's Articles of Association and/or in case where the warrant holders are not able to exercise the right as it will result in the exceed of shareholding limit under the laws.
- (h) The exercise of right to purchase the ordinary shares of the Company shall be valid only upon the collection of payment by the Company. If such amount is not collectable by whatsoever reason, the warrant holders shall be responsible and shall be deemed that the warrant holders have intention to cancel and the Company agrees to such cancellation for such exercise. However, such cancellation shall not prejudice the right in the following exercise except for a case of cancellation of last exercise which shall be deemed that there shall be no right to exercise in respect of such warrants.

- (i) The board of directors of the Company or the person assigned by the board of directors of the Company shall consider the other terms, conditions and other details, or causes for issuing new shares, including changes in the exercise of rights in term of exercise price and exercise ratio based on appropriate calculations when any incident as prescribed in the relevant notification of the Capital Market Supervisory Board occurs. In the case that a resolution of a shareholders' meeting is required, the board of directors will then bring the matter to the meeting of shareholders according to the rules and regulations.
- (j) In the case that the exercise of right to purchase the ordinary shares of the Company shall cause a duty to pay income tax, stamp duty or any tax (if any) in accordance with the Revenue Code, any applicable regulations or laws governing the exercise of the warrants, the warrant holders shall be responsible for all of such taxes and consent to the Company to withhold the withholding tax as required by laws.
- (k) The warrant holder shall exercise the right to subscribe the newly issued ordinary shares of not less than 100 shares. The number of warrant shall be in full amount. However, in case that the warrant holder is entitled to the right to purchase newly issued ordinary shares of less than 100 shares, the warrant holder shall exercise such right in the full amount at once. Except for the last exercise period, the warrant holder may exercise their rights to purchase newly issued ordinary shares without minimum restriction.

2. Amendment to the Terms and Conditions

2.1 Amendment to the part that is clearly favourable to the warrant holders or in the part required by law

For an amendment to the Terms and Conditions in the part that is clearly favourable to the warrant holders or in the part that will not be less favourable than those currently available to the warrant holders or in the part required by the law relating to the securities law or any other law relating to the rules, regulations, terms or orders in general as well as the relevant notifications or regulations of the SEC or in the case of the rights adjustment, the Company may make such amendment without the consent of the meeting of the warrant holders.

2.2 Other Amendments

Except for the amendment under Clause 2.1 above, any amendment to the Terms and Conditions shall obtain a written consent from the Company and the warrant holders who aggregately hold not less than a half of total exercising warrants exercise their consent in a single or multiple written documents and maintained at the Company.

The amendment of the Terms and Conditions shall bind the Company and all of warrant holders from the date of completion of written consent of the Company and the warrant holders above.

2.3 Conditions for the Amendment to the Terms and Conditions

An amendment to the Terms and Conditions in any cases shall not be in contradict with the Notification No. TorChor. 34/2551 or any regulation of the SEC including its amendment, except in the case the waiver is granted.

2.4 Notification of the Amended Terms and Conditions

The Company shall inform the warrant holders through the Electronic Listed Companies Information Disclosure of the SET promptly on the date of such amendment.

Upon a receipt of request, the Company shall send the amended Terms and Conditions to the warrant holders within 15 days from the date of request in writing from the warrant holders and the Company shall keep a copy of the amended Terms and Conditions at the head office of the Company or the head office of the agent for collection of the intention for the right exercise (if any) in order to enable the warrant holder to inspect the amended Terms and Conditions at the Business date and time of such place (as the case maybe). In addition, the Company shall submit to the SEC the amended Terns and Conditions within 15 days from the date of such amendment.

3. Adjustment of Rights under the Warrants

To preserve the benefits and rights of the warrant holders not to be less favourable than those currently available to them, the Company shall adjust the exercise price and/or exercise ratio throughout the term of the warrants if any of the following events occurs:

- (a) In case of a change in a par value of the Company's ordinary shares as a result of the consolidation of shares or split of shares, the adjustment of exercise price and exercise ratio shall be effective immediately upon the registration of the change of the Company's share par value with the Ministry of Commerce.

The exercise price shall be adjusted in accordance with the following formula:

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

The exercise ratio shall be adjusted in accordance with the following formula:

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

In this regard,

Price 1	represents	exercise price after the change
Price 0	represents	exercise price prior to the change
Ratio 1	represents	exercise ratio after the change
Ratio 0	represents	exercise ratio prior to the change

Par 1 represents par value of the Company's ordinary shares
after the change

Par 0 represents par value of the Company's ordinary shares
prior to the change

- (b) In case the Company issues and offers the new ordinary shares to its existing shareholders and/or public investors and/or specific investors at the net price per share of the new ordinary shares which is below 90 percent of the "market price per share of the Company's ordinary shares", the adjustment of the exercise price and exercise ratio shall be effective immediately from the first day on which the purchasers of the ordinary shares are not granted the rights to subscribe for the new ordinary shares or the first day on which the SET posts an "XR" sign, in case of a rights offering and/or on the first day of the offering of the new ordinary shares in case of a public offering and/or a private placement (as the case may be).

"The net price per share of the Company's new ordinary shares" shall be calculated from the total amount of proceeds received from the offering of newly issued ordinary shares less the expenses incurred from the issuance of such securities, then divided by the number of all new ordinary shares.

"The market price of the Company's newly issued ordinary shares" means the trading value of the Company's shares divided by the number of newly issued ordinary shares which have been traded on the SET during 5 consecutive Business Days(trading days of the SET) prior to the calculation date.

"The calculation date" means the first day on which the purchasers of the ordinary shares shall not be granted the rights to subscribe for the newly issued ordinary shares or the first day on which the SET posts an "XR" sign, in case of a rights offering and/or the first day of the subscription of ordinary shares in case of a public offering or a private placement (as the case may be).

In case there is more than one offering price at the same offering of shares under the condition that the subscription must be made altogether, all the offering prices shall be used to calculate the net price per share of the Company's newly issued ordinary shares. However, if the condition on the subscription being made altogether does not apply, only the offering price that is lower than 90 percent of "the market price per share of the Company's ordinary shares" shall be used for the calculation.

The exercise price shall be adjusted in accordance with the following formula:

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

The exercise ratio shall be adjusted in accordance with the following formula:

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

In this regard,

Price 1	represents	exercise price after the change
Price 0	represents	exercise price prior to the change
Ratio 1	represents	exercise ratio after the change
Ratio 0	represents	exercise ratio prior to the change
MP	represents	the market price of the Company's ordinary shares as specified in (b)
A	represents	the number of paid-up ordinary shares as at the date prior to the closure of the Company's shareholders register book to determine the persons entitled to subscribe for the new ordinary shares and/or the date prior to the first day of the offering of the ordinary shares in case of a public offering or a private placement, as the case may be
B	represents	the number of ordinary shares issued and offered through a rights offering and/or a public offering and/or a private placement, as the case may be
BX	represents	the amount of proceeds received deducted by expenses (if any) from the new ordinary shares issued and offered through a rights offering and/or a public offering and/or a private placement, as the case may be

- (c) In case the Company issues new securities to its existing shareholders and/or public investors and/or specific investors and such securities confer such securities holders the right of conversion into ordinary shares or the right to purchase the ordinary shares (such as convertible debentures or warrants representing rights to purchase the ordinary shares) at the net price per new ordinary shares below 90 percent of "the market price per share of the Company's ordinary shares". The adjustment of the exercise price and exercise ratio shall be effective immediately from the first date which the purchasers of ordinary shares shall not be granted the rights to subscribe for the new securities aforementioned or the first day on which the SET posts an "XW" sign, in case of a rights offering and/or the first day of the subscription of ordinary shares in case of a public offering or a private placement, as the case may be.

"The net price per share of the new ordinary shares" shall be calculated from the total amount of proceeds received from the offering of securities which confer the right to convert/exchange into the ordinary shares or the right to purchase the ordinary shares less expenses incurred from the issuance of such securities and the amount received from the exercise of

rights, then divided by the number of new ordinary shares to be reserved for the exercise of rights of such securities.

“The calculation date” means the first day on which purchasers of ordinary shares shall not be granted the rights to subscribe for such new securities which confer the right to convert/exchange into the ordinary shares and/or the right to convert/exchange into the ordinary shares, in case of right offering to existing shareholders and/or the first day of the offering of securities which confer the right to convert/exchange into the ordinary shares or the right to purchase of the ordinary shares in case of a public offering or a private placement as the case may be.

The exercise price shall be adjusted in accordance with the following formula:

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

The exercise ratio shall be adjusted in accordance with the following formula:

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

In this regard,

Price 1	represents	exercise price after the change
Price 0	represents	exercise price prior to the change
Ratio 1	represents	exercise ratio after the change
Ratio 0	represents	exercise ratio prior to the change
MP	represents	the market price per share of the Company's ordinary shares as specified in (b)
A	represents	the number of paid-up ordinary shares as at the date prior to the closure of the Company's shareholders register book to determine the persons entitled to subscribe for the newly issued securities with converting right or convertible to ordinary shares and/or the date prior to the first day of the offering of the ordinary shares in case of a public offering or a private placement, as the case may be
B	represents	the number of ordinary shares issued to accommodate the conversion of securities or convertible to ordinary shares or the right offering for purchase of ordinary shares offered to existing shareholders and/or a public offering and/or a private placement, as the case may be
BX	represents	the amount of proceeds received deducted by

expenses (if any) from the newly issued securities with converting right or convertible to ordinary shares or the right to subscribe for ordinary shares offered to existing shareholders and/or a public offering and/or a private placement, as the case may be, and the amount of proceeds received from the purchase of ordinary shares

- (d) In case the Company makes payment of dividend, 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 exercise ratio shall be effective on the first day which the purchasers of ordinary shares shall not be granted with the rights to receive such dividend payment in the form of shares or the first date that the SET posts XD sign.

The exercise price shall be adjusted in accordance with the following formula:

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

The exercise ratio shall be adjusted in accordance with the following formula:

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

In this regard,

Price 1	represents	exercise price after the change
Price 0	represents	exercise price prior to the change
Ratio 1	represents	exercise ratio after the change
Ratio 0	represents	exercise ratio prior to the change
A	represents	the number of fully paid-up ordinary shares as at the date prior to the closure of the Company's shareholders register book to determine the persons entitled to the share dividend
B	represents	the number of new ordinary shares issued in the form of the share dividend

- (e) In the event that the Company distributes dividend more than 90% of the net profit after tax of the Company throughout the term of the warrants. The change in exercising price and exercising ratio will be effective immediately from the first day which the purchasers of ordinary shares shall not be granted with the rights to receive such dividend payment or the first date that the SET posts XD sign. However, in case that the Company suffers net losses, the exercise price and exercise ratio will not be adjusted.

The dividend payment ratio paid to the shareholders shall be calculated

from the actual dividend payment from the operational performance in each fiscal year, divided by net profit after tax of the operation of the same fiscal year. In this connection, the actual dividend payment shall include the interim dividend made during each of such fiscal year.

The exercise price shall be adjusted in accordance with the following formula:

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

The exercise ratio shall be adjusted in accordance with the following formula:

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

In this regard,

Price 1	represents	exercise price after the change
Price 0	represents	exercise price prior to the change
Ratio 1	represents	exercise ratio after the change
Ratio 0	represents	exercise ratio prior to the change
MP	represents	the market price per share of the Company's ordinary shares as detailed in (b)
D	represents	dividend per share paid to the shareholders
R	represents	dividend per share calculated from 90% of the net profit after tax from the total shares entitled to the dividend

(f) In the events where the warrant holders are caused to lose their rights and interests other than those stated in paragraphs (a) – (e), the Company shall consider the adjustment of the exercise price and/or exercise ratio in a fair manner without depriving the rights of the warrant holders. The Company's decision shall be absolute and final.

(g) The calculation of the adjustment of the exercise price and exercise ratio under paragraphs (a) - (f) shall be independent from one another. In the event that two events or more occur at the same time, the calculation must be made in the following order: (a) -> (e) -> (d)- > (b)- > (c) -> (f). In each of calculation of the adjustment of the exercise price shall be kept as two digits of decimal and the calculation of the exercise ratio shall be kept as four digits of decimal.

The Company will notify the result of the adjustment of the exercise price and the exercise ratio according to Clauses (a) to (f) together with the details of the calculation and reason of such adjustment to the warrant holders through the SET's information distribution system immediately and to the SEC and the Warrant Registrar within 15 days from the

effective date of adjustment of exercise price and exercise ratio.

- (h) The calculation of the adjustment of the exercise price and/or exercise ratio under paragraphs (a) – (f) 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 consolidation of shares and if the new exercise price after the adjustment (two digits of decimal) multiplies with the number of ordinary shares (the number of ordinary shares shall be calculated from the new exercise ratio after the adjustment multiplies with the number of the exercised units of the warrants in each time and any fractional share resulted from the calculation shall be rounded down). With regard to the adjustment of exercise price, if the calculation causes the new exercise price to be lower than the par value of shares of the Company, the par value shall be used as the new exercise price.
- (i) The Company will neither change the exercise price and the exercise ratio, except for an adjustment according to the conditions for right adjustment, nor extend the term of warrants.
- (j) In this regard, any pre-emptive rights entitled by the shareholders of the Company in respect of the new ordinary shares to be issued by Banpu Power Public Company Limited will not give rise to any adjustment of the exercise price or the exercise ratio of the warrants.

In case that the meeting of the board of directors or shareholders passed any resolution that affects the right of the warrant holders, the Company will prepare the filing to inform the SET and the warrant holders immediately or before the adjusted exercise price or exercise ratio becomes effective through the electronic information disclosure system of the SET.

4. Compensation in case the Company fails to provide ordinary shares to reserve for the exercise of rights

- 4.1 The Company will remunerate the warrant holders who notify their intention to exercise their warrants in which the Company is unable to provide the sufficient number of underlying newly issued ordinary shares to accommodate the exercise of the rights under the warrants without interest and the Company shall inform the warrant holders after the exercise of rights.
- 4.2 The Company will make compensation pursuant to Clause 4.1 by paying a specified crossed cheque which the warrant holders could obtain from the Warrant Registrar at the place specified in Clause 1.2.4 within 14 Business Days from the exercise date.
- 4.3 The compensation that the Company will pay to the warrant holders as per Clause 4.1 shall be calculated by the following formula:

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

In this regard,

B represents the number of ordinary shares which the Company cannot provide and/or increase in correspondence with the adjustment of the

exercise ratio calculated per 1 unit of the warrant

MP represents the market closing price of ordinary shares of the Company on each exercise date on which the warrant holders notify their intention to exercise the rights

EP represents the exercise price or the adjusted exercise price in accordance with the conditions for adjustment of rights in case there is any adjustment of the exercise price and/or exercise ratio

4.4 The compensation under this Clause deems final.

5. Request for an issuance of new warrant certificate

If a warrant certificate is lost, torn or destroyed due to whatsoever reasons, the warrant holders is entitled to request the TSD to issue a new warrant certificate and shall pay appropriate fee and expense as the TSD determines. In this regard, the TSD shall issue a new warrant certificate within 15 Business Days from the date the TSD received the request for an issue of new warrant and other documents required by the TSD.

6. Resolution of the meeting of shareholders to approve the issuance of ordinary shares to accommodate the exercise of the warrants

The General Meeting of Shareholders for the year 2016 held on 19 April 2016 resolved to approve the allocation of not exceeding 1,290,939,275 newly issued ordinary shares with a par value of Baht 1.00 per share to accommodate the exercise of the Warrants BANPU-W3 to be issued to the existing shareholders of the Company who subscribe for and are allocated with the newly issued ordinary shares issued and offered to the shareholders in proportion to their respective shareholdings.

7. Details of newly issued underlying shares for the exercise of warrants

Number of newly issued underlying ordinary shares for the exercise of warrants	Not exceeding 1,290,939,275 shares
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Par value	Baht 1.00 per share
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Exercise price	Baht 5.00
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The percentage of shares reserved to accommodate the exercise of warrants	33.33 per cent of the total issued and paid-up shares of the Company following the offering of the newly issued ordinary shares to existing shareholders in proportion to their respective shareholdings and that there are no remaining shares from the right offering at 3,872,817,825 shares
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The Company will proceed to file an application for listing of the new ordinary shares issued in accordance with the exercise of warrants on the SET within 30 days from each exercise date, so that the said ordinary shares would be tradable on the SET similarly to the existing ordinary shares of the Company.

8. Rights of the newly issued ordinary shares arising from the exercise of warrants

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

9. Warrant and ordinary share transfer restrictions arising from the exercise of warrants

9.1. Warrant Transfer Restriction

The Warrants can be freely transferable. In this connection, 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 within 21 days prior to the last exercise date and the SET will post the SP (suspension) for a period of 3 Business Days prior to the book closure date or the book closure to determine person entitled to attend the meeting of warrant holders (in the case that the book closure date to suspend the transfer of the warrant falls on the date on which the SET is closed for business, such book closure date shall be rescheduled to the preceding Business Day).

9.2. Ordinary Share Transfer Restriction

Clause 10 of the Articles of Association of the Company permits non-Thai shareholders to hold shares in the Company in the amount not exceeding 40 per cent of the total issued and paid-up shares of the Company unless the non-Thai shareholders receive such shares by way of exercising their rights in respect of convertible debentures and/or warrants and/or other securities giving certain right, or by subscription of newly issued ordinary shares offered by way of private placement, which in any case the aggregate amount of shares held by the non-Thai shareholders shall not exceed 45 per cent of the total issued and paid-up shares of the Company. In this connection, the Company is entitled to reject any transfer of shares which could result in the shareholding ratio of the non-Thai shareholders exceeding the above-mentioned shareholding ratio.

9.3. Restriction on the Exercise of Warrants by Non-Thai individuals

- 9.3.1. The Company shall not issue ordinary shares to the non-Thai individuals to the extent that the shareholding proportion of foreign individuals exceeds 45 per cent of total issued and paid-up shares in the Company as prescribed in Clause 10 of the Articles of Association of the Company or the proportion specified in the Articles of Association that might be revised in the future.
- 9.3.2. If the restriction on the proportion of non-Thai shareholding have caused the non-Thai warrant holders to be unable to exercise their rights in the amount in pursuant to the Warrant Exercise Intention Notification, whether entirely or partly, the Company will return the warrants and refund the remaining amount for the unexercised part of the warrants without interest to the said non-Thai warrant holders by registered mail within 14 Business Days from the exercise date.
- 9.3.3. The non-Thai warrant holders shall not be compensated, in any form, by the Company in case of being unable to exercise the rights due to the restriction on the proportion of non-Thai shareholding in pursuant to the Articles of Association of the Company as prescribed in Clause 9.2.
- 9.3.4. In case the non-Thai warrant holders cannot exercise their rights to purchase ordinary shares due to the above-mentioned restriction on the proportion of non-Thai shareholding, the said warrant holders may exercise the part of warrants that has not yet been exercised by following the exercise procedure in the subsequent notification periods until the last exercise date so long as it does not violate the restriction on the proportion of non-Thai shareholding. In the case that on the last exercise date the non-Thai warrant holders still cannot exercise their rights because such exercise of rights would result in the foreign shareholding proportion exceeding the amount specified in the restriction on the proportion of non-Thai shareholding, the said warrants shall be deemed expired where by the non-Thai warrant holders have no right to claim the Company for any compensation and the Company will not remunerate for any losses occurred.

10. Status of the warrant holders during the Notification for the Exercise of Warrants

The status of warrants during the date that the warrant holders notify their intention to exercise the warrants until the date before the Ministry of Commerce registers the increase in paid-up capital as a result of the exercise of warrants will be the same status as the warrants not yet lodged with exercise notification. Such status will end on the date the Ministry of Commerce registers the increase in paid-up capital as a result of the above-mentioned exercise of warrants.

In the event that the Company adjusts the exercise price and/or exercise ratio during the period the Company has yet to register the increase in paid-up capital as a result of the exercise of warrants with the Ministry of Commerce, the warrant holders who have already exercised their rights will be entitled to the retrospective adjustment where the Company shall promptly issue additional ordinary shares in the amount according to the number such warrant holders will be entitled to if the adjusted exercise price becomes effective. Such additional ordinary shares might be delivered

later than the previous ordinary shares, but not later than 45 days from the adjustment date.

11. Meeting of the warrant holders

11.1 The Company is entitled to summon a meeting of warrant holders at anytime. However, the meeting shall not be convened for the amendment of the Terms and Conditions in relation to the extension of term of warrants or the adjustment of exercise price or exercise ratio except for the adjustment of rights as prescribed in Clause 3.

11.2 Not less than 25 warrant holders who hold non-exercised warrants or partially-exercised warrants, holding an aggregate amount of not less than 20 per cent of total units of non-exercised or partially-exercised warrants, may request the Company to summon a meeting of warrant holders. In this regard, the Company shall convene the meeting without delay within 30 days from the date the warrant holders request for the meeting of warrant holders in writing or the date on which any of the following events occurs:

- (a) In the event that there is any proposal for the amendment of any part of the Terms and Conditions which is explicitly beneficial to warrant holders or any process is required to comply with the laws as prescribed in clause 2 in relation to the amendment of the Terms and Conditions; or
- (b) In any material event that not less than 25 warrant holders who hold non-exercised warrants or partially-exercised warrants, altogether holding not less than 20 per cent of total units of non-exercised or partially-exercised warrants, deem it materially affect the interest of warrant holders or the ability of the Company to comply with the Terms and Conditions.

In the event that the Company fails to convene the meeting in accordance with the above-mentioned paragraph, not less than 25 warrant holders who have not exercised their right, holding an aggregate amount of not less than 20 per cent of total units of non-exercised or partially-exercised warrants, may convene the meeting of warrant holders.

11.3 To summon a meeting of warrant holders, either by the holders of non-exercised warrants or partially-exercised warrants or by the resolution of board of directors of the Company, the Company shall prepare a notice of the meeting specifying details of place, date, time, name of the person requesting to call the meeting and agenda for the meeting, and send it to each of the holders of non-exercised warrants or partially-exercised warrants to the names and addresses as appearing on the warrant holder register and notify through the electronic information disclosure system of the SET on the date determining the right to attend the meeting not less than 7 days prior to each meeting.

11.4 At a meeting of warrant holders, the holders of non-exercised warrants or partially-exercised warrants who have the right to attend and vote at the meeting may assign a proxy to attend the meeting and vote on their behalf. Such warrant holders shall

submit the proxy form to the chairman or the person assigned by the chairman before the commencement of meeting.

- 11.5 Each warrant holder shall have the number of votes equal to the number of warrants held, with 1 unit of warrants equivalent to 1 vote. The chairman of the meeting does not have a voting right other than the voting right he is entitled to as a warrant holder.
- 11.6 In the meeting of warrant holders summoned by the Company, the chairman of the board of directors of the Company or the person assigned by the chairman of the board of directors of the Company shall act as the chairman of the meeting of warrant holders. In case the meeting is summoned by warrant holders, the chairman of the meeting may be the person elected by warrant holders apart from the chairman of the board of directors or the person assigned by the chairman of the board of directors of the Company. In both cases, the chairman of the meeting shall not have a casting vote.
- 11.7 A quorum of the meeting of warrant holders shall be constituted by the presence of not less than 25 holders of non-exercised or partially-exercised warrants and/or proxies, holding an aggregate amount of not less than 20 per cent of total units of non-exercised or partially-exercised warrants.

In the event that a quorum is not constituted within 60 minutes from the time appointed for the meeting, the meeting shall be dissolved. If the meeting is summoned upon resolution of the board of directors of the Company, the meeting shall be summoned again within not less than 7 days but not exceeding 14 days from the date of the first meeting and the Company shall send a notice to all warrant holders in accordance with the above-mentioned details and procedures. In the latter meeting, a quorum of the meeting shall be constituted by the presence of not less than 25 holders of non-exercised or partially-exercised warrants and/or proxies, holding an aggregate amount of not less than 20 per cent of total units of non-exercised or partially-exercised warrants. In case that the meeting summoned by the request of warrant holders or where the meeting which the quorum is not constituted was summoned as a result of not constituted quorum, the meeting will not be re-summoned.

- 11.8 A resolution of the meeting of warrant holders shall consist of votes of not less than half of the total non-exercised or partially-exercised units of warrants held by warrant holders who attend the meeting and are entitled to vote, and have voted in such resolution.
- 11.9 Any resolutions already passed by the meeting of warrant holders shall be deemed binding upon all warrant holders whether they attended the meeting or not.
- 11.10 After the meeting of the warrant holders, the Company shall inform the resolutions of the meeting through the electronic information disclosure system of the SET in due course.
- 11.11 The Company shall prepare and record the minutes of the meeting and keep them at its head office. The minutes of the meeting are presumed correct evidence of the

matters therein contained and all resolutions and proceedings of which minutes have been made are presumed to have been duly passed.

- 11.12 In the meeting of warrant holders, the Company or the person designated by the Company and the legal counsel of the Company have the right to attend the meeting in order to provide comments or explanation to the meeting.
- 11.13 The Company will be responsible for all expenses in relation to the meeting of the warrant holders.
- 11.14 The Company shall make amendment to the Terms and Conditions according to the resolution passed by the meeting of the warrant holders after the date of the meeting and the Company shall notify the said amendment to the Terms and Conditions to the SEC and the SET in writing within 15 days from the date of such amendment is made.

12. Delivery of ordinary shares arising from the exercise of warrants

To exercise the right to purchase ordinary shares of the Company, the warrant holders who wish to exercise the rights to purchase ordinary shares of the Company may request the Company to proceed either of the following:

- 12.1. In the case that the warrant holders wish to receive the share certificates issued in the name of warrant holders, the Company shall proceed to have the share registrar of the Company deliver the share certificates in the amount as exercised by registered mail to the name and address as appearing on Warrant Exercise Intention Notification within 15 Business Days from each exercise date. In this case, the warrant holders are not entitled to sell the shares arising from the exercise of warrant on the SET unless they receive the share certificates, which may be received after such ordinary shares are listed on the SET.

In this connection, the Company shall not be responsible for any losses or damages which may arise from delivery of share certificates after the share registrar of the Company has already sent them by registered mail. However, the Company may agree with the warrant holders to obtain such documents in person.

- 12.2. In case that the warrant holders do not wish to receive the share certificates, but wish to deposit the shares arising from the exercise of warrants in an account of a securities company in which the warrant holders hold trading account, the Company will proceed to have the share registrar of the Company deposit the shares in the amount as exercised with the TSD and the TSD will record the number of ordinary shares deposited by the securities company. Meanwhile, the securities company will record the number of ordinary shares deposited by the warrant holders and issue an evidence of deposit to the warrant holders within 7 Business Days from the exercise date. In this case, the warrant holders will be able to sell the ordinary shares arising from the exercise of warrant on the SET immediately after the SET has approved such ordinary shares to be tradable on the SET. In case the warrant holders who exercise the right to purchase ordinary shares request that the Company to proceed in accordance to Clause this 12.2, the names of warrant holders who are allocated the shares must be identical to the names of the owners of the trading account in which

the warrant holders wish to deposit their ordinary shares; otherwise, the Company reserves the right to instead issue the share certificates to the warrant holders who are allocated the shares in a manner under Clause 12.1 above.

- 12.3. In the case that the warrant holders who are allocated the shares do not wish to obtain the share certificates, but wish to use service from the TSD and to deposit their ordinary shares into the securities issuer's account, member no .600, the Company will deposit the ordinary shares arising from the exercise of warrants with the TSD and the TSD will record the number of ordinary shares that the warrant holders are allocated in the securities issuer's account, member no. 600, and issue an evidence of deposit to the warrant holders who are allocated the shares within 7 Business Days from the end of each exercise period. When the warrant holders who are allocated the shares wish to sell the shares, they shall withdraw the shares from the said account no. 600 by contacting through general securities company, whereby service fees may be incurred as required by the TSD and/or such securities company. In this connection, the warrant holders who are allocated the shares will be able to sell the allocated ordinary shares on the SET immediately after the SET has approved the ordinary shares to be tradable on the SET and the allocated holders have already withdrawn the shares from the account no. 600.

13. Terms and Conditions enforcement and applicable laws

This Terms and Conditions shall be enforceable from the warrant issuance date until the last exercise date and shall be subject to the execution and interpretation under the laws of Thailand. Should any clauses in this Terms and Conditions contradict to the applicable laws or any notifications, then, the clauses in the said laws or notifications shall apply and shall replace the particular contradictory such clauses in the Terms and Conditions.

For and on behalf of
Banpu Public Company Limited

Mr. Ongart Auapinyakul
Authorised Director

Mrs. Somruedee Chaimongkol
Authorised Director