

CGD58/0015

March 9, 2015

Subject: Notification of the Exercise of the Warrants to Purchase the Ordinary Shares (CGD-W3)  
No.1/2015

Attention: The President  
The Stock Exchange of Thailand

Regarding to Country Group Development Public Company Limited or “the Company” has issued and allotted the warrant to purchase ordinary share of the Company (“CGD-W3” or “Warrant”) to existing shareholders in the total amount of 2,438,659,310 units which could be exercised on the last business day of every 6<sup>th</sup> month after the issuance date during 9.00 a.m. and 3.30 p.m. during the exercise period. In this respect, the first exercise date will be on March 31, 2015 and the last exercise date will be on September 7, 2016, 2 years after the issuance date. In the event that the last exercise date falls on the Company’s holiday, the last exercise date shall be moved to the last business day prior to the last exercise date.

The Company would like to notify the exercise date and the period of the notification of the intention to exercise the CDG-W3 as follows:

**1. The period of the notification of the intention to exercise the Warrant**

March 17 – 30, 2015 between 9.00 a.m. and 3.30 p.m.  
(except Saturday – Sunday and Public Holiday)

**2. The Exercise Date**

March 31, 2015

**3. The Exercise Ratio and the Exercise Price**

1 unit of Warrants shall be entitled to purchase 1 ordinary share, unless the exercise ratio is adjusted under the conditions of the rights adjustment. And, the Exercise Price is Baht 1.80 per share, unless the exercise price is adjusted as a result of a rights adjustment. In case of the adjustment of the exercise price, the exercised price, after the adjustment, must not be lower than the par value of ordinary shares.

**4. Document and evidence for the notification of the intention to exercise**

The Warrant Holders who wish to exercise the right to purchase the ordinary shares shall submit documents as follows:

1. The Warrant Holders can obtain a form of notification of the intention to exercise the Warrants at the office of the Company or download from the Company’s website ([www.cgd.co.th](http://www.cgd.co.th)). The notification must be made within the Notification Period or the Last Notification Period.

2. In the case where the Warrants No. 3 are in Scripless system, the Warrant Holders of the Warrants No. 3 who wish to exercise the Warrants must notify their intention and fill in the application to withdraw the Warrant Certificate from the Scripless system or to request for the issuance of a Replacement of Warrants Certificates as prescribed by the SET and submit the aforesaid to the securities companies acting as their securities broker. Such broker shall notify the Warrant Registrar to withdraw the Warrant Certificates or to issue the Replacement of Warrant Certificates to use as supplementary evidence to exercise their rights to purchase ordinary shares of the Company.

3. The Warrant Holders who wish to exercise their rights to purchase the ordinary shares must comply with the law and the conditions concerning the notification of the intention to exercise the Warrants, take necessary actions and submit the required documents listed below to the place to exercise the Warrants.

(3.1) A notification form of intention to exercise the warrants that has been filled with correct and complete information, duly signed by the Warrant Holder. If the Warrant Holder is Juristic Persons, the notification form must be signed by the authorized signatory together with company seal affixed (if any);

(3.2) The Warrant Certificates or the Replacement of Warrant Certificates evidencing that the holders thereof have the title to the Warrants accordance with the amount in the notification form for exercise of rights to purchase ordinary shares and the power-of-attorney authorizing other person to receive new warrant certificates for the Warrants No.3 which have not been exercised (if any) (in case of the Warrant Holder who exercised only some parts of their Warrants);

(3.3) Supporting Evidence for the Exercise

a) Thai Individuals

A certified true copy of a valid identification card

b) Foreign Individuals

A certified true copy of a valid passport or a foreigner certificate

c) Thai Juristic Person

A certified true copy of the affidavit issued by the Ministry of Commerce for a period of no longer than 3 months prior to the respective Exercise Date, duly signed by the authorized signatory and affixed with the seal of such legal entity (if any); and a certified true copy of the documents specified in a) or b) (as the case may be) of the authorized signatory who certifies true copy of the documents.

d) Foreign Juristic Person

A certified true copy of the certificate of incorporation, Memorandum of Association, Articles of Association, and affidavit of the juristic person, duly signed by the authorized signatory(ies) and affixed with the seal of such juristic person (if any); the documents require a notarization by a notary public no longer than 6 months prior to the respective Exercise Date; and a certified true copy of a valid passport of the authorized signatory(ies).

If a Warrant Holder fails to submit the aforementioned supplemental documents when exercising the Warrants, the Company reserves the rights to deem that such person does not intend to exercise the rights under the Warrants at the relevant Exercise Date. Nevertheless, the Company may use its discretion to allow such Warrant Holder to exercise the Warrants as deemed appropriate.

## 5. Payment Method

The Warrant Holders who wish to exercise the rights to purchase the ordinary shares shall make the payment according to the amount specified in the form to exercise the Warrants within the exercise date as follow:

(a) By a direct fund transfer to the saving account in the name “**Country Group Development Public Company Limited**”, account No. 227-204662-2 at Siam Commercial Bank Public Company Limited, Q-House Lumpini Tower Branch, followed by the delivery of a copy of the deposit slip to the Company.

(b) By a cheque, cashier’s cheque, draft, or payment order of a bank, the cheque must bear a date at least 2 days prior to the Exercise Date and can be collected in Bangkok within each Exercise date, and is crossed and made payable only in the transfer to “Country Group Development Public Company Limited” The exercise of the right to purchase the ordinary shares shall be valid only when the company can collect the payment therefore. If the payment cannot be collected for whatsoever cause that the Warrant Holder must be responsible for, it shall be deemed that such exercise is intentionally revoked by the Warrant Holder. The Warrant Holder shall remain eligible to subsequently exercise the right under the Warrants unless the aforesaid exercise is the last exercise, in which case, the Warrant Holder is no longer entitled to purchase the ordinary shares under the Warrants.

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

## 6. Place to Exercise the Warrants

Country Group Development Public Company Limited  
898 Ploenchit Tower, 20<sup>th</sup> Floor, Ploenchit Road,  
Lumpini, Pathumwan, Bangkok 10330

Tel: 0-2658-7888

Fax: 0-2658-7880

## 7. Other conditions

7.1 The Warrant Holder must exercise the right to purchase ordinary shares of the Company not less than 100 shares and the number of units for exercising their rights must be in full figure. Nevertheless, if the Warrant Holders have rights to purchase less than 100 ordinary shares, they must use the rights to purchase total ordinary shares of the Company at a single time. The Exercise Ratio is 1 unit of the Warrants to 1 ordinary share of the Company (subject to the adjustments).

7.2 The number of ordinary shares to be issued when there is an exercise of the Warrants shall be calculated by dividing the payment made by the Warrant Holder as stated above by the prevailing Exercise Price. The Company shall then issue ordinary shares in a whole amount, which will not be more than the number of Warrants No. 3 exercised multiplied by the Exercise Ratio. Where an adjustment to the Exercise Price and/or the Exercise Ratio would result in a fraction of a share, the Company shall not take the fraction into account and shall return any resulting overpayment to the Warrant Holders via registered mail within 14 days from the relevant Exercise Date, with no interest.

Nevertheless, in any cases, if the delivery of cheque, in connection with the money remaining from the exercise of Warrants has been duly dispatched via registered mail to the address specified in the notification form of intention to exercise the warrants, it shall be deemed that the Warrant Holder duly receives such refund of money and the Warrant Holder shall no longer have rights to claim any interest and/or damages in respect thereof.

In a case that the Exercise Ratio must be adjusted under the conditions of the rights adjustment and there are fractions of the ordinary shares from the exercise of Warrants, fractions shall be disregarded.

7.3 Where the Company does not obtain the supporting documents for exercising the Warrants as specified in the notification form and/or the Company finds that the notification form has been inaccurately filled in by the Warrant Holders; or the stamp duties attached thereto are not in compliance with the Revenue Code, applicable regulations or laws, the Warrant Holders shall rectify the errors found within the prevailing Exercise Period. If they fail to correct the errors within such period, the Company shall deem that the notification form has expired without any exercise having taken place and shall return the Warrant Certificates to the Warrant Holders within 14 days from the relevant Exercise Date.

In the case where Holders of the Warrants No. 3 do not pay the Exercise Price in full, the Company shall have the right to do any of the following:

- (a) deems that the exercise notice is cancelled without any exercise; or
- (b) 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
- (c) ask the Warrant Holders to pay the remaining balance of the amount they wish to exercise within the relevant 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.

In case of (a) and (c), the Company shall return the money received by the Company and the Warrant Certificates or the Replacement of Warrant Certificates which are deemed not being exercised to the Warrant Holders by registered mail within 14 days from the relevant Exercise Date with no interest. Such unexercised Warrant Certificates or the Replacement of Warrant Certificates shall be valid until the Last Exercise Date

In case of (b), the Company shall deliver the Warrant Certificates or the Replacement of Warrant Certificates including the money remaining from the exercise of Warrants (if any) reflecting the remaining units as the Company deems that the rights are partly exercised to the Warrant Holders with no interest by registered mail within 14 days from the relevant Exercise Date. However, the unexercised Warrant Certificates or the Replacement of Warrant Certificates shall be valid until the Last Exercise Date.

7.4 When the Warrant Holders who 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 the Warrant Certificates (or the Replacement of Warrant Certificates), a notification form of intention to exercise the warrants, and a full payment, they cannot rescind the exercise of their Warrants without a prior written consent of the Company.

Please be informed accordingly.

Yours sincerely,

-Signature-

(Mr. Ben Taechaubol)

Director and Chief Executive Officer