

Information Memorandum
Description, Condition and Major Characteristics of Warrant to Purchase Ordinary Shares of
Twenty-Four Con&Supply Public Company Limited No.1 (24CS-W1)

Number of Warrants 193,993,128 units
Underlying Shares 193,993,128 shares
Allocation of Warrants Twenty-Four Con&Supply Public Company Limited (“the Company”) allocates the warrant to purchase ordinary shares of Twenty-Four Con&Supply Public Company Limited No.1 (“the Warrants” or “24CS-W1”) to existing shareholders of the Company according to the resolution of the Extraordinary General Meeting of Shareholders No. 1/2024 held on December 19, 2024 by specifying list of shareholders who entitled to receive the Warrants on December 19, 2024 (Record Date) at the ratio of 2.5 ordinary shares to 1 unit of the Warrants at no cost.

Major holders of warrants as of January 29, 2025

No.	Name	No. of warrants	Percentage of registered warrants
1	MR. SANTI MANEEWONG	34,900,560	17.99
2	MR. YODSAWEE WATTANATEERAKITJA	27,208,680	14.03
3	MRS. PRAPAI WONGMAKES	12,000,000	6.19
4	CREATIVE 9 HOLDING CO., LTD.	11,999,760	6.19
5	MR. THAWATCHAI JIRAWATAUNGKANA	11,200,000	5.77
6	MS. KETSARIN CHATSUNTHON	9,702,720	5.00
7	MRS. LADDAWAN JARUSIRA	8,756,000	4.51
8	MR. KRASUONG JARUSIRA	6,480,000	3.34
9	ORGANICS ASSET HOLDING CORP CO., LTD.	5,100,000	2.63
10	ORGANICS HOLDING CORPORATION CO., LTD.	4,900,000	2.53
11	MR. AKARAPONG PRASIDHYUSIL	3,080,120	1.59
12	MR. TAKSIN TANTIPAIJIT	3,013,960	1.55
13	MR. PISIT JARUSIRA	2,260,000	1.16
14	MR. SARUJ PANASAKULKAN	2,200,000	1.13
15	MISS RUNCHAYA CHOTTECHATHAMMANEE	1,680,000	0.87
16	MR. SIRIWAT VONGJARUKORN	1,320,000	0.68
17	MISS WATSANA VONGPAIROJKUL	1,310,000	0.68
18	MISS PATCHARIN BUNMA	1,240,000	0.64
19	MR. TANAKRIT KONGSUPHAMANON	1,182,120	0.61

No.	Name	No. of warrants	Percentage of registered warrants
20	OTHER WARRANT HOLDERS	44,459,208	22.92
Total		193,993,128	100.00

Exercise Right of Warrant

1. Exercise Date

The Warrants Holders can exercise their rights as per the Warrants on the day the Warrants expire for 2 years from the date the Warrants are issued which is on January 28, 2027.

In the event that the exercise date falls on the Company's holiday or holidays of the Stock Exchange of Thailand (“SET”) or holidays of the Warrant Registrar (“TSD”), the said exercise date shall be postponed to the last business day prior to the date of the exercise date which does not correspond to the Company's holiday or Stock market holidays or the Warrant Registrar.

This warrant does not stipulate that the Company can call for the exercise of the right before the specified period. Warrant holders can exercise all their rights under the warrants they hold at once or may gradually exercise some of their rights on each exercise date.

2. Notification Period

Warrant holders who wish to exercise their rights to purchase the Company's ordinary shares must notify their intention to exercise their rights to purchase the Company's ordinary shares between 9.00 to 16.00 hours on every business day of the Company within the last 15 business days prior to each exercise date (only once on the day the Warrants expire for 2 years).

In this respect, the Company will be closed the Warrant Holders Register Book to suspend the transfer of the Warrants for a period of 21 days prior to the Exercise Date, and the SET will post the SP sign (Trading suspension) for a period of 2 Business Days prior to the closure date of the Warrant Holders Register Book. (In the case that the closure date of the Warrant Holders Register Book coincides with the Company's holidays, it shall be rescheduled to the preceding Business Day).

The Company shall inform the Warrant Holders of details in relation to the exercise of the Warrants, including exercise ratio, exercise price, exercise period, and other related details, at least 14 days in advance of the last notification period for exercising the rights. Additionally, the Company will dispatch registered mails to the Warrant Holders whose names appear in the Warrant Holders Register Book on the closure date of the Warrant Holders Register Book.

Conditions for rights adjustment

The Company shall adjust the Exercise Price and the Exercise Ratio for purchase of newly issued ordinary shares throughout the term of Warrants upon the incurrence of any of the following events to ensure that the benefits of the Warrants Holders are not less than existing status. The price and exercise ratio will be informed before the effective date.

1. In the event of a change to the par value of the Company's ordinary share as a result of a consolidation or split of shares, the adjustment of the exercise price and exercise ratio will be in effect immediately, starting from the effective date of such par value according to the SET's announcement via the SET's electronic information disclosure system (SETLink).

(1) The Exercise Price shall be adjusted in accordance with the following formula:

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

(2) The Exercise Ratio shall be adjusted in accordance with the following formula:

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

Whereas,

Price 1	represents	the new exercise price after the change;
Price 0	represents	the former exercise price prior to the change;
Ratio 1	represents	the new exercise ratio after the change;
Ratio 0	represents	the former exercise ratio prior to the change;
Par 1	represents	the par value of ordinary shares after the change;
Par 0	represents	the par value of ordinary shares prior to the change.

2. In the event that the Company offers for sale of newly issued ordinary shares to its existing shareholders and/or public investors and/or private placement at a net price per share of newly issued below 90% of the “**market price per share of the ordinary share of the Company**”, the adjustment of the exercise price and the exercise ratio shall become effective immediately from the first day on which the purchasers of the ordinary shares shall not be entitled to subscribe for newly issued ordinary shares (the first day on which the SET posts on XR sign) in case of the offering to the existing shareholders (Rights Issue) and/or the first day on which the newly issued ordinary shares are offered to the public and/or to a private placement, as the case may be.

“**net price per share of the Company's ordinary shares**” shall be calculated from the total amount of proceeds received from the offering of the new ordinary shares less the amount of expenses incurred from the offering of such new ordinary share (if any), then divided by the total number of all newly issued ordinary shares at that time.

In addition, in case there are more than 1 offering price at the same offering of the Company's ordinary shares under the condition that the shares subscription must be made altogether, all of the offering prices shall be used to calculate the net price per share of the newly issued ordinary shares. However, in case such condition does not apply, only the offering prices that are lower than 90 percent of the "market price per share of the Company's ordinary shares" shall be used for the calculation.

"market price per share of the Company's ordinary shares" means the total trade value of the Company's ordinary shares, divided by the total number of the Company's ordinary shares, which have been traded on the mai during the period of 15 consecutive Business Days prior to the date of the calculation.

"date of the calculation" means the first day on which the purchasers of the ordinary shares shall not be entitled to subscribe for the newly issued ordinary shares (the first day on which the SET posts the XR sign) in case of the offering to the existing shareholders (Right Issue) and/or the first day on which the newly issued ordinary shares are offered to the public and/or on a private placement, as the case may be.

In case the "market price per share of the Company's ordinary shares" cannot be determined because there is not trading of the ordinary shares during such period of time, the Company shall determine the fair value of the Company's ordinary shares to be used, as a substitute, for the calculation.

"fair value" means the price evaluated by the financial advisor which has been approved by the Office of the SEC.

(1) The Exercise Price shall be adjusted in accordance with the following formula:

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

(2) The Exercise Ratio shall be adjusted in accordance with the following formula:

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

Whereas,

Price 1 represents the new exercise price after the change;
Price 0 represents the former exercise price prior to the change;
Ratio 1 represents the new exercise ratio after the change;
Ratio 0 represents the former exercise ratio prior to the change;
MP represents the market price per share of the Company's ordinary shares;

- A represents the number of the ordinary shares are fully paid as at the date for determining the names of shareholders who are entitled to subscribe for the newly issued ordinary shares in case of the offering to the existing shareholders and/or the date prior to the first day on which the newly issued ordinary shares are offered in case of a public offering and/or a private placement (as the case may be);
- B represents the number of the newly issued ordinary shares offered to the existing shareholders and/or a public offering and/or a private placement (as the case may be);
- BX represents the amount of proceeds received less the amount of expenses incurred from the issuance of the securities (if any) to the existing shareholders and/or a public offering and/or a private placement (as the case may be).

3. In the event that the Company offers for sale of any securities to its existing shareholders and/or a public offering and/or a private placement, and such securities confer the rights of conversion/exercise into the ordinary shares or the rights to purchase the ordinary shares (such as convertible debentures or warrants to purchase ordinary shares), at the net price of the exercise or conversion price per newly issued ordinary share below 90% of the market price per share of the Company's ordinary share;

The adjustment of the exercise price and the exercise ratio shall become effective immediately from the first day on which the purchasers of the ordinary shares shall not be entitled to purchase for the newly issued securities with the rights to convert/exercise into the ordinary shares or the rights to purchase the ordinary shares, in case of the offering to the existing shareholders (Rights Issue), and/or the first day on which any newly issued securities with the rights to convert/exercise into the ordinary shares or the rights to purchase the ordinary shares are offered in case of a public offering and/or a private placement (as the case may be).

“net exercise price or conversion price per share of the newly issued ordinary shares reserved for the exercise of rights” shall be calculated from the total amount of proceeds that the Company receives from the offering of securities having the rights to convert/exercise into the ordinary shares or the rights to purchase the ordinary shares less the amount of expenses incurred from the issuance of such securities (if any) and the sum of the proceeds received from the exercise of the rights to convert/exercise into the ordinary shares or the exercise of the rights to purchase the ordinary shares, then divided by the total number of the newly issued ordinary shares reserved for the exercise of the rights of such securities.

In addition, in case there is more than 1 offering price at the same offering of the newly issued ordinary shares under the condition that the share subscription must be made altogether, all of the offering prices shall be used to calculate the net price per share of the newly issued ordinary shares. However, in case such a condition does not apply, only the offering prices that are lower than 90 % of the “**market price per share of the Company’s ordinary shares**” shall be used for the calculation.

“**market price per share of the Company’s ordinary shares**” means the same as detailed in Clause 2.

“**date of the calculation**” means the first day on which the purchasers of the ordinary shares shall not be entitled to subscribe for the newly issued securities having the rights to convert/ exercise into the ordinary shares or the rights to purchase the ordinary shares in the case of the offering to the existing shareholders (Rights Issue), and/or the first day on which the securities having the rights to convert/exercise into the ordinary shares or the rights to purchase of the ordinary shares are offered in case of a public offering and/or a private placement (as the case may be).

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

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

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

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

Whereas,

- | | | |
|---------|------------|---|
| Price 1 | represents | the new exercise price after the change; |
| Price 0 | represents | the former exercise price prior to the change; |
| Ratio 1 | represents | the new exercise ratio after the change; |
| Ratio 0 | represents | the former exercise ratio prior to the change; |
| MP | represents | the market price per share of the Company’s ordinary shares; |
| A | represents | the number of the ordinary shares are fully-paid as at the date for determining the names of shareholders who are entitled to subscribe for the newly issued securities having the rights to convert/exercise into the ordinary shares or the rights to purchase ordinary shares in case of the offering to the existing shareholders and/or the date prior to the first day on which the newly issued securities having the rights to convert/exercise into the ordinary shares or the rights to purchase the ordinary |

- shares are offered in case of a public offering and/or a private placement (as the case may be);
- B represents the number of the newly issued ordinary shares reserved for the exercise of any securities having the rights to convert/exercise into the ordinary shares or the rights to purchase the ordinary shares as offered to the existing shareholders and/or a public offering and/or a private placement (as the case may be);
- BX represents the total amount of proceeds received less the amount of expenses incurred from the issuance of the securities having the rights to convert/exercise into the ordinary shares or the rights to purchase the ordinary shares issued and offered to the existing shareholders and/or a public offering and/or a private placement together with the amount of proceeds received from the exercise of rights under such purchase to convert/exercise into ordinary shares or the rights to purchase the ordinary shares, (as the case may be).

4. In the event that the Company distributes dividends, 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 ordinary shares shall not be entitled to receive such stock dividends (the first day on which the SET posts the XD sign).

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

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

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

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

Whereas,

- Price 1 represents the new exercise price after the change;
- Price 0 represents the former exercise price prior to the change;
- Ratio 1 represents the new exercise ratio after the change;
- Ratio 0 represents the former exercise ratio prior to the change;
- A represents the number of the ordinary shares which are fully paid as at the date for determining the names of shareholders who are entitled to receive the stock dividends;

B represents the number of the newly issued ordinary shares in the form of stock dividends.

5. In the event that Company distributes dividends in cash in excess of 90% of the Company's net profit of any relevant fiscal year according to the Company's separated financial statements, after deduction of corporate income tax and legal reserve, the adjustment of the exercise price and the exercise ratio shall become effective immediately from the first day on which the purchasers of the ordinary shares shall not be entitled to receive such dividend distribution (the first day on which the SET posts the XD sign).

In this regard, the percentage of the dividend distributed to the shareholders shall be calculated based on the actual dividend paid from the operating results and retained earnings (if any) in each fiscal year, divided by net profit according to the standalone financial statements of the Company (which has been audited) after deduction of corporate income tax and legal reserves as required by laws, from the operating results of the respective fiscal period of the same year. The actual dividend payment shall include the interim dividend payment of such fiscal period.

Date of the calculation means the first day on which the purchasers of the ordinary shares shall not be entitled to receive the dividends (the first day on which the SET posts the XD sign).

- (1) The exercise price shall be adjusted in accordance with the following formula:

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

- (2) The exercise ratio shall be adjusted in accordance with the following formula:

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

Whereas,

Price 1 represents the new exercise price after the change;
Price 0 represents the former exercise price prior to the change;
Ratio 1 represents the new exercise ratio after the change;
Ratio 0 represents the former exercise ratio prior to the change;
MP represents the market price per share of the Company's ordinary shares;
D represents actual dividends per share paid to the shareholders;
R represents the payment of the dividends per share at the rate of 90 percent of the Company's standalone financial statements (which has been audited) after deduction of corporate income tax and legal reserve as required by laws, divided by the total number of the shares entitled to receive the dividend.

6. In any event that renders the 24CS-W1 Warrant Holders losing their rights and interest they should have had in any way other than those stated in items 1 - 5, the Company shall be entitled to consider adjusting the exercise price and/or the exercise ratio (or adjusting the number of units of the Warrants in lieu of adjusting the exercise ratio) in a fair manner and not to be less favorable than those currently available to them. In such case, the Company's decision on such matter shall be deemed as final. The Company shall notify the Office of the SEC, the SET and the Warrant Registrar such details within the period of 15 days from the date on which the adjustment is required to be made.
7. The calculation of the adjustment of the exercise price and the exercise ratio pursuant to Clauses 1 – 6 shall be independent from one another and the calculation shall be made in respective order of change. In the event that any two events or more occur at the same time, the calculation must be made in the following orders: Clause 1, Clause 5, Clause 4, Clause 2, Clause 3 and Clause 6 respectively. In calculating the adjustment in sequential order set forth, the exercise price and the exercise ratio shall be maintained in the 3 digits of decimal.
8. The calculation of the adjustment of the exercise price and the exercise ratio pursuant to Clauses 1 – 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 calculating the amount of money payable upon the exercise of the Warrants, such amount shall be calculated from the new exercise price after the adjustment (with 3 digits of decimal) multiplied by the number of the ordinary shares (the number of the ordinary shares shall be calculated from the adjusted exercise ratio (with 3 digits of decimal) multiplied by the number of the units of Warrants being exercised, and fraction of shares resulting from such calculation shall be rounded down). Any fraction of Baht 1 resulted from the calculation of the adjusted exercise price shall be rounded down.

In this regard, if the adjustment made on the exercise price causes the new exercise price calculated based on the formula to be lower than the Company's share par value, the Company reserves the rights to only use the Company's share par value as the new exercise price, unless otherwise specified by law. The adjusted exercise ratio shall be based on the result calculated based on 1 – 6.

9. The Company may adjust the exercise price together with issuing the new Warrants in replacement of adjustment to the Warrants exercise ratio. In the case that the Company is required to issue the newly issued ordinary shares to accommodate the new Warrants, the Company shall submit the resolution of the shareholder meeting, which resolves to approve the issuance of the sufficient number of the newly issued ordinary shares to accommodate the rights adjustment to the Office of

the SEC prior to such rights adjustment. Thus, it will be deemed that the Company is approved to offer the underlying shares.

10. In adjusting the exercise price and/or the exercise ratio pursuant to Clauses 1 –6, the Company shall inform the SET the details on adjustment by stating the reasons for the adjustment, adjusted exercise price, adjusted exercise ratio, the date on which the adjustment become effective and the number of warrants issued in place of the adjustment on exercise ratio immediately or prior 9.00 a.m. of the date on which the adjustment become effective through the SET's electronic information disclosure system (SETLink) as well as inform such adjustment to the Office of the SEC and the Warrants Registrar. In addition, the Company shall dispatch the amended Terms and Conditions to the Warrant Holders upon request within 15 days from the date on which the Company receives such a request in writing from the Warrant Holders. The Company shall make available copy of the amended Terms and Conditions at the head office of the Company so that the Warrant Holders can request to inspect such copy of the amended Terms and Conditions on Business Days and during the business hours of the Company.
11. The Company shall not extend the term of the Warrants nor adjust the exercise price and the exercise ratio, except for the rights adjustment if the events specified in Clauses 1 –6 occur.

Silence period (if any)	-None-
Other important information (if any)	-None-
Financial advisor (if any)	-None-
Prepared by	Twenty-Four Con & Supply Public Company

I hereby certify that the information contained in this Information Memorandum is complete and true in all respects.

Twenty-Four Con & Supply Public Company

-Yodsawee Wattanateerakitja-
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Mr.Yodsawee Wattanateerakitja
Director

- Santi Maneewong -
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Mr. Santi Maneewong
Director