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บริษัท สหวิริยาสตีลอินดัสตรี จำกัด (มหาชน)  
SAHAVIRIYA STEEL INDUSTRIES PUBLIC COMPANY LIMITED

สร้างนวัตกรรมผลิตภัณฑ์เหล็กและบริการที่มีมูลค่าเพิ่มกับลูกค้า สร้างกำไรสม่ำเสมอ สร้างผลตอบแทนแก่ผู้มีส่วนได้เสียอย่างยั่งยืน  
Innovate premium value steel products and services for customer; generate consistent profit and sustainable value for stakeholders.  
A MEMBER OF SAHAVIRIYA GROUP

-Translation-

No. S.E.C. 086/2016

15 December 2016

Re: Court Approval of the Company's Business Rehabilitation Plan

Attn: President  
The Stock Exchange of Thailand

CC: Secretary-General  
The Securities and Exchange Commission, Thailand

Attachment Essence of Business Rehabilitation Plan of Sahaviriya Steel Industries Public Company Limited

Referring to the Company's prior report that it submitted a petition for Business Rehabilitation to the Central Bankruptcy Court (the "Court") and the Court issued an order for Business Rehabilitation and appointed the Company as a Plan Preparer (the "Plan Preparer") on 10 March 2016. Consequently, on 15 September 2016, the creditors' meeting passed a special resolution to accept the Rehabilitation Plan and the Revised Plan (the "Plan") by 91.90 percent of the creditors with voting rights, as well as passed a resolution appointing 3 creditors including Siam Commercial Bank Public Company Limited, TISCO Bank Public Company Limited, and Krungthai Bank Public Company Limited to be a Committee of Creditors.

On 15 December 2016, the Court issued an order to approve the Company's Business Rehabilitation Plan which determined Sahaviriya Steel Industries (Public) Co.Ltd. as the Plan Administrator (the "Plan Administrator"). The Essence of Business Rehabilitation Plan is shown in the document attached herewith.

The Company would like to thank those involved in the rehabilitation process and contributed their effort in the preparation of this Plan which supports the Company's ongoing business with sufficient working capital, and all stakeholders for following the progress of the rehabilitation process. The Company, as the Plan Administrator, will implement the Plan strictly with the intention to achieve the success of the Plan as early as possible.

Please be informed accordingly.

Sincerely yours,

-Signature-

Mr. Win Viriyaprapaikit

President

## Essence of Business Rehabilitation Plan of Sahaviriya Steel Industries Public Co.,Ltd.

### 1. Classification of the Creditors

The Business Rehabilitation Plan (the "Plan") has classified the creditors who filed applications for repayment of debts into 13 classes. The total debt claim in THB denominator is THB 33,849,911,192.36 and in other currencies which include USD denominator of USD 990,887,202.34, GBP denominator of GBP 4,657,495.17 and EUR denominator of EUR 89,267.06 (computed in THB denominator with the exchange rate as at 10<sup>th</sup> March 2016, the date that the Court issued Rehabilitation Order in which the exchange rate for USD 1 = THB 35.4546, GBP 1 = THB 50.5173 and EUR 1 = THB 39.0923. Thus, the total debt claim is THB 69,220,194,331.88 in Thai Baht equivalent). Detail is as follows:

Class No.	Creditors	Total Indebtedness Amount equivalent to Thai baht		
		Principal	Interest	Total
1	Secured creditors	9,780,633,032	8,764,262	9,789,397,295
2	Financial institution creditors for the portions of debt claims that exceed the appraised value of the collateral	12,468,298,950	2,271,120,450	14,739,419,400
3	Financial institution creditors who are the joint creditors under the Loan Rescheduling Agreement	3,968,606,845	526,227,524	4,494,834,369
4	Creditors of guarantee obligations for loan repayment	28,006,355,499	1,865,494,529	29,871,850,028
5	Suppliers of key raw materials	1,592,057,658	172,264,225	1,764,321,882
6	Government agencies and authorities	177,396,540	204,022,419	381,418,958
7	Related party creditors	872,574,305	586,849	873,161,154
8	Trade creditors	15,109,908	387,201	15,497,109
9	Creditors under the guarantee agreement	3,545,460,000	224,786,179	3,770,246,179
10	Creditors of contingent liabilities relating to guarantees	1,185,025,559	-	1,185,025,559
11	Creditors of fines and/or damages incurred in relation to defaults of contract	279,390,848	-	279,390,848
12	Creditors of professional fees under consultant agreements	1,927,893,358	21,251,214	1,949,144,572
13	Issuers of bank guarantees	105,561,890	925,090	106,486,980
	<b>Total</b>	<b>63,924,364,390</b>	<b>5,295,829,942</b>	<b>69,220,194,332</b>

Remark : All creditors who filed applications for repayment of debts to the Official Receiver will receive payment under the terms and conditions set forth in the Plan when the Official Receiver, the Bankruptcy Court, or the Supreme Court (as applicable) issues a final order to validate the debt.

## 2. Capital Restructuring

On the date that the Court issued Rehabilitation Order, the Company had registered capital of THB 50,263,663,124 with the registered number of ordinary shares equivalent to 50,263,663,124 shares at the par value of THB 1 per share. The issued and paid up share capital was THB 32,166,262,124 and unissued share capital was THB 18,097,401,000. The Plan Administrator will restructure the capital as follows:

### 2.1 Decrease the unissued ordinary shares

Within 90 days after the date the Court issues an order approving the Plan ("**Court's Plan Approval Date**"), the Company has to decrease the registered but unissued ordinary shares of 18,097,401,000 shares. Such decrease will bring down the total value of the registered shares to be equivalent to the total value of issued and paid up shares at THB 32,166,262,124 comprising of 32,166,262,124 ordinary shares at the par value of THB 1 per share.

### 2.2 Decrease the issued and paid up share capital by reducing the number of issued and paid up shares

Within 90 days after the date the Court's Plan Approval Date, the Company has to decrease the registered share capital from THB 32,166,262,124 to approximately THB 1,109 million by reducing the number of ordinary shares by applying the ratio of existing shares 29 shares to 1 share. After such reduction, the Company will have the total value of its registered and paid up shares equivalent to approximately THB 1,109 million comprising of 1,109 million ordinary shares at the par value of THB 1 per share.

### 2.3 Increase the share capital by the 1<sup>st</sup> Debt to Equity Conversion

Within 90 days after the date the Court's Plan Approval Date, the Company has to increase the total value registered and paid up shares by THB 10,000 million by issuing ordinary shares at the amount of 10,000 million shares (Ten thousand million shares) to be the reserve shares for debt to equity conversion for the Creditors in class 2 and/or 3 and/or 4 in conformity with the conditions as stipulated in the **Criteria and Procedures for the 1<sup>st</sup> Debt to Equity Conversion** of the Plan. The conversion will be THB 0.05 per 1 share. After the such execution, the Company will have the registered and paid up share capital of approximately THB 11,109 million comprising of 11,109 issued and paid up ordinary shares at the par value of THB 1 per share.

Nonetheless, the timeframe for the decrease of unissued ordinary shares, the decrease of the issued and paid up share capital and the increase of the share capital by the 1<sup>st</sup> Debt to Equity Conversion may be extended for not more than 90 days.

### 2.4 Increase of registered share capital for the 2<sup>nd</sup> Debt to Equity Conversion

After the completion of the 1<sup>st</sup> Debt to Equity Conversion, in case where the Creditors may proceed the 2<sup>nd</sup> Debt to Equity Conversion, their debt will be repaid by the Company's ordinary shares to be newly issued in conformity with the conditions as stipulated in the **Criteria and Procedures for the 2<sup>nd</sup> Debt to Equity Conversion** of the Plan. The Plan Administrator will have to increase the registered share capital and increase the issued and paid up share capital by issuing adequate number of ordinary shares at the par value of THB 1 per share to be the reserve shares for the 2<sup>nd</sup> Debt to Equity Conversion of each and every Creditors whose debt will be repaid by the 2<sup>nd</sup> Debt to Equity Conversion in conformity with the conditions as

stipulated in the **Criteria and Procedures for the 2<sup>nd</sup> Debt to Equity Conversion** of the Plan. The conversion price per 1 share will be the market price per share (the market as of the date the Creditors indicate their intention for the 2<sup>nd</sup> Debt to Equity Conversion as stipulated in the **Criteria and Procedures for the 2<sup>nd</sup> Debt to Equity Conversion**; if there is not a market price, the conversion price will be THB 0.05 per share)

In the allocation of the increased ordinary shares for debt repayment to the Creditors as per the aforementioned, the Company can consider to register the issued and paid up shares one or more times as well as amend its Memorandum and Articles of Association to correspond with the said issued and paid up shares.

## **2.5 Increase the share capital for debt to equity conversion for the Creditors class 7, 9 and 12**

Under the principles of the debt repayment of this Plan, the Plan Administrator will have to increase the registered share capital and increase the issued and paid up share capital by issuing adequate number of ordinary shares at the par value of THB 1 per share to be the reserve shares for the debt to equity conversion of the Creditors class 7, 9 and 12 of the Plan. The conversion price will be THB 0.05 per 1 share as stipulated in the **Debt Repayment of Each Creditor Class** accordingly.

In the allocation of the increased ordinary shares for debt repayment to the Creditors as per the aforementioned, the Company can consider to register the issued and paid up shares one or more times as well as amend its Memorandum and Articles of Association to correspond with the said issued and paid up shares.

## **3. Debt Repayment of Each Creditor Class**

### **3.1 Creditor Class 1 – Secured Creditors**

3.1.1 The Outstanding Principal of THB 9,780,633,032.23 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan).

3.1.2 (a) From the date after the Court ordered the business rehabilitation to the Court's Plan Approval Date, the Creditor Class 1 will be entitled to receive Interim Interest on the outstanding principal at the rate of 7.5% per annum. Such **Interim Interest** will be accrued and paid in the 144<sup>th</sup> month.

(b) From the date after the Court's Plan Approval Date until the date the total debt is paid in full, the Creditor Class 1 will be entitled to receive **New Interest** on the principal at the rate of MLR% per annum; nonetheless, the **Actual Interest Payment** will be at the rate of 0.5%. The difference between the New Interest and the Actual Interest ("**Deferred New Interest Portion**") will be accrued and paid in the 144<sup>th</sup> month.

3.1.3 In case the Company executes the 2<sup>nd</sup> Debt to Equity Conversion, the Creditor Class 1 will receive interest payment at the rate of MLR% per annum from the date after the 2<sup>nd</sup> Debt to Equity Conversion date.

3.1.4 After the Creditor Class 1 receives the repayment of debt in full as stipulated in the Plan which includes the prepayment of debt in full, or the Company has completed the 2<sup>nd</sup> Debt to Equity Conversion to the Creditors who may convert their debt into shares in the 2<sup>nd</sup>

Debt to Equity Conversion, the Creditor Class 1 agrees to waive the Interim Interest and the Deferred New Interest Portion by 50% of such Interim Interest and the Deferred New Interest Portion

3.1.5 With regards to the Outstanding Interest of THB 8,764,262.45, the remaining Interim Interest and the remaining Deferred New Interest Portion from clause 3.1.4, the Creditor Class 1 will be repaid in the 144<sup>th</sup> month. However, if the Company repays the principals of the Creditor Class 2, 3, 4 and 5 in full in any year, the Company will pay the Outstanding Interest, the remaining Interim Interest and the remaining Deferred New Interest Portion to the Creditor Class 1 in the same year.

3.1.6 Moreover, during the plan administration period, the Creditor Class 1 who has collaterals which are the shares owned by the Company, can opt to receive the repayment of its Outstanding Principle and Outstanding Interest in full by transferring the share collaterals to offset such amount. In this event, such Creditor agrees to immediately waive the Interim Interest and the Deferred New Interest Portion in full on the closing date of the transfer of shares.

### **3.2 Creditor Class 2 - Financial institution creditors for the portions of debt claims that exceed the appraised value of the collateral**

3.2.1 The Outstanding Principal of THB 2,319,176,656.15 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). The remaining principal of THB 10,149,122,293.66 will be repaid in the 144<sup>th</sup> month from the new funding and/or refinancing and/or excess cash.

3.2.2 From the date after the Court ordered the business rehabilitation to the Court's Plan Approval Date, the Creditor Class 2 will be entitled to receive Interim Interest on the Outstanding Principal. Such **Interim Interest** will be accrued and paid in the 144<sup>th</sup> month. In addition, from the date after the Court's Plan Approval Date until the date the total debt is paid in full, the Creditor Class 2 will be entitled to receive **New Interest** at the rate on the principal as follow:

1 <sup>st</sup> Month – 60 <sup>th</sup> Month	1.00% per annum
61 <sup>th</sup> Month – 84 <sup>th</sup> Month	1.75% per annum
85 <sup>th</sup> Month – 96 <sup>th</sup> Month	2.00% per annum
97 <sup>th</sup> Month – 108 <sup>th</sup> Month	2.25% per annum
109 <sup>th</sup> Month – 120 <sup>th</sup> Month	2.50% per annum
121 <sup>th</sup> Month – 144 <sup>th</sup> Month	2.75% per annum

In this regards, the Creditors will receive Actual Interest Payment at the rate of 0.1% per annum. The Deferred New Interest Portion, which is the difference between the New Interest and the Actual Interest, will be accrued and paid in the 144<sup>th</sup> month.

3.2.3 The Creditor Class 2 will receive partial principal repayment by the Company's ordinary shares under the 1<sup>st</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 1<sup>st</sup> Debt to Equity Conversion of the Plan.

3.2.4 The Creditor Class 2 has the right to notify the Company of its intention to receive principal repayment by Company's ordinary shares under the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

3.2.5 In case the Company executes the 2<sup>nd</sup> Debt to Equity Conversion, if there are remaining Outstanding Principals, the interest computed and actually paid from the date after the 2<sup>nd</sup> Debt to Equity Conversion date until the date the Creditors' principals are fully paid will be MLR% per annum.

3.2.6 The Creditor Class 2 agrees to waive the entire amount of Outstanding Interest of THB 2,271,120,450.42, the Interim Interest and the Deferred New Interest Portion after their principals have been paid in full as stipulated in the Plan which includes the prepayment of debt in full, or have been converted to equity in the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

### **3.3 Creditor Class 3 - Financial Institution creditors who are the joint creditors under the Loan Rescheduling Agreement**

3.3.1 The Outstanding Principal of THB 722,578,681.47 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). The remaining principal of THB 3,246,028,163.69 will be repaid in the 144<sup>th</sup> month from the new funding and/or refinancing and/or excess cash.

3.3.2 From the date after the Court ordered the business rehabilitation to the Court's Plan Approval Date, the Creditor Class 3 will be entitled to receive Interim Interest on the Outstanding Principal. Such **Interim Interest** will be accrued and paid in the 144<sup>th</sup> month.

3.3.3 From the date after the Court's Plan Approval Date until the date the total debt is paid in full, the Creditor Class 3 will be entitled to receive **New Interest** at the rate on the principal as specified in clause 3.2.2.

In this regards, the Creditors will receive Actual Interest Payment at the rate of 0.1% per annum. The Deferred New Interest Portion which is the difference between the New Interest and the Actual Interest, will be accrued and paid in the 144<sup>th</sup> month.

3.3.4 The Creditor Class 3 has the right to receive partial principal repayment by the Company's ordinary shares under the 1<sup>st</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 1<sup>st</sup> Debt to Equity Conversion of the Plan.

3.3.5 The Creditor Class 3 has the right to notify the Company of its intention to receive principal repayment by Company's ordinary shares under the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

3.3.6 In case the Company executes the 2<sup>nd</sup> Debt to Equity Conversion, if there are remaining Outstanding Principals, the interest computed and actually paid from the date after the 2<sup>nd</sup> Debt to Equity Conversion date until the date the Creditors' principals are fully paid will be MLR% per annum.

3.3.7 The Creditor Class 3 agrees to waive the entire amount of Outstanding Interest of THB 526,227,524.19, the Interim Interest and the Deferred New Interest Portion after their principals have been paid in full as stipulated in the Plan which includes the prepayment of debt

in full, or have been converted to equity in the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

### **3.4 Creditor Class 4 - Creditors of guarantee obligations for loan repayment**

3.4.1 The Outstanding Principal of THB 5,209,374,248.55 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). The remaining principal of THB 22,796,981,250.06 will be repaid in the 144<sup>th</sup> month from the new funding and/or refinancing and/or excess cash.

3.4.2 From the date after the Court ordered the business rehabilitation to the Court's Plan Approval Date, the Creditor Class 4 will be entitled to receive Interim Interest on the Outstanding Principal. Such **Interim Interest** will be accrued and paid in the 144<sup>th</sup> month. In addition, from the date after the Court's Plan Approval Date until the date the total debt is paid in full, the Creditor Class 4 will be entitled to receive **New Interest** at the rate on the principal as specified in clause 3.2.2.

In this regards, the Creditors will receive Actual Interest Payment at the rate of 0.1% per annum. The Deferred New Interest Portion which is the difference between the New Interest and the Actual Interest, will be accrued and paid in the 144<sup>th</sup> month.

3.4.3 The Creditor Class 4 will receive partial principal repayment by the Company's ordinary shares under the 1<sup>st</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 1<sup>st</sup> Debt to Equity Conversion of the Plan.

3.4.5 The Creditor Class 4 has the right to notify the Company of its intention to receive principal repayment by Company's ordinary shares under the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

3.4.6 In case the Company executes the 2<sup>nd</sup> Debt to Equity Conversion, if there are remaining Outstanding Principals, the interest computed and actually paid from the date after the 2<sup>nd</sup> Debt to Equity Conversion date until the date the Creditors' principals are fully paid will be LIBOR+4.5% per annum.

3.4.7 The Creditor Class 4 agrees to waive the entire amount of Outstanding Interest of THB 1,865,494,529.28, the Interim Interest and the Deferred New Interest Portion after their principals have been paid in full as stipulated in the Plan which includes the prepayment of debt in full, or have been converted to equity in the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

3.4.8 The debt of the Creditor Class 4 is the right to claim on the Company in the capacity of the Guarantors of Sahaviriya Steel Industries UK Limited ("SSI UK"). Therefore, in case the Creditors in Class 4 receive debt repayment from the liquidation process of SSI UK at whichever amount, their right to receive repayment from the Company as stipulated in the Plan will be decreased at same amount by reducing the instalment repayment of the principals of the Creditor Class 4 in inverse order.

### **3.5 Creditor Class 5 - Suppliers of key raw materials**

3.5.1 The Outstanding Principal of THB 291,749,948.89 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves

the Plan). The remaining principal of THB 1,300,307,708.61 will be repaid in the 144<sup>th</sup> month from the new funding and/or refinancing and/or excess cash. However, if the Creditors in Class 5 have debt payable to the Company, the Plan Administrator must set off the repayment against such debt payable before repaying the instalment payment.

3.5.2 From the date after the Court ordered the business rehabilitation to the Court's Plan Approval Date, the Creditor Class 5 will be entitled to receive Interim Interest on the outstanding principal. Such **Interim Interest** will be accrued and paid in the 144<sup>th</sup> month. In addition, from the date after the Court's Plan Approval Date until the date the total debt is paid in full, the Creditor Class 5 will be entitled to receive **New Interest** at the rate on the principal as specified in clause 3.2.2.

In this regards, the Creditors will receive Actual Interest Payment at the rate of 0.1% per annum. The Deferred New Interest Portion which is the difference between the New Interest and the Actual Interest, will be accrued and paid in the 144<sup>th</sup> month.

3.5.3 The Creditor Class 5 has the right to notify the Company of its intention to receive principal repayment by Company's ordinary shares under the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

3.5.4 In case the Company executes the 2<sup>nd</sup> Debt to Equity Conversion, if there are remaining Outstanding Principals, the interest computed and actually paid from the date after the 2<sup>nd</sup> Debt to Equity Conversion date until the date the Creditors' principals are fully paid will be MLR% per annum.

3.5.5 The Creditor Class 5 agrees to waive the entire amount of Outstanding Interest of THB 172,264,224.63, the Interim Interest and the Deferred New Interest Portion after their principals have been paid in full as stipulated in the Plan which includes the prepayment of debt in full, or have been converted to equity in the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

### **3.6 Creditor Class 6 - Government agencies and authorities**

3.6.1 The Outstanding Principal of THB 177,396,539.51 will be repaid from cash flow for debt repayment. The Creditors will be paid for 60 monthly installment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan).

3.6.2 Any other debt owed to the Creditor Class 6 including the penalty and surcharge of THB 204,022,418.85, outstanding interest, defaulted interest, fines, statutory costs, expenses and others incurred from contracts and/or law whose repayments have not been stipulated in this Plan will be immediately waived for the entire amount after the completion of the debt repayment to such Creditor under the Plan.

### **3.7 Creditor Class 7 - Related party creditors**

3.7.1 The Outstanding Principal of THB 872,574,304.64 will be repaid by the increase in the Company's ordinary shares with the conversion price at THB 0.05 per share within the last working day of the 84<sup>th</sup> month (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). If, however, within such period of time, any Creditor in Class 7 has yet received the **Final Judgement** of its debt claim, the Plan Administrator must increase the Company's registered ordinary shares in advance to be the reserve shares for the debt to equity conversion of the Creditor Class 7 and increase the number of issued and paid up shares after the Final Judgement of the debt claim is issued.



3.7.2 Any other debt owed to the Creditor Class 7 including the Outstanding Interest of THB 586,849.00 defaulted interest, fines, penalty, surcharge, statutory costs, expenses and others incurred from contracts and/or law whose repayments have not been stipulated in this Plan will be immediately waived for the entire amount after the completion of the debt repayment to such Creditors under the Plan.

### **3.8 Creditor Class 8 – Trade Creditors**

3.8.1 The debt of the Creditor Class 8 comprises of the Outstanding Principal of THB 15,109,907.88. Each Creditor will be repaid from cash flow for debt repayment under the normal business terms and conditions.

### **3.9 Creditor Class 9 - Creditors under the guarantee agreement**

3.9.1 The debt of the Creditor Class 9 comprises of the Outstanding Principal of THB 3,545,460,000 and the Outstanding Interest of THB 224,786,178.52. Such debt will be repaid as stipulated in the Plan when the Creditor in Class 9 in the capacity of the joint guarantor pays the principal debt on behalf of SSI UK and the principal debt of such principal creditors as per the Senior Facilities Agreement dated 16 March 2011 (and the subsequent amendments) must be already repaid in full.

3.9.2 The right to claim of the Creditor Class 9 will be equal to half of the amount that the Creditor Class 9 in the capacity of the joint guarantor pays to the principal creditors.

3.9.3 In case the Creditor Class 9 and the Company in the capacity of the joint guarantors have individually paid the principal debt to the principal creditors in accordance with such joint guarantee agreement, the Plan Administrator must set off the amount before proceeding to the debt to equity conversion for the Creditor Class 9.

3.9.4 The remaining Outstanding Principal after the set-off will be repaid by the Company's ordinary shares to be newly issued with the conversion price at THB 0.05 per share within 180 days after the date the Creditor in Class 9 submits evidences of the debt repayment to the Plan Administrator.

3.9.5 Any other debt owed to the Creditor Class 9 including the Outstanding Interest, defaulted interest, fines, penalty, surcharge, statutory costs, expenses and others incurred from contracts and/or law whose repayments have not been stipulated in this Plan will be immediately waived for the entire amount after the completion of the debt repayment to such Creditors under the Plan.

### **3.10 Creditor Class 10 - Creditors of contingent liabilities relating to guarantees**

3.10.1 The debt of the Creditor Class 10 comprises of the Outstanding Principal of THB 1,185,025,558.84 which is contingent liability and has not been crystalized under the guarantee by the Company for SSI UK for the damages that the Creditor Class 10 may obtain or be claimed by the third party for environmental damages in relation to the Sale and Purchase Agreement and the delivery of goods per related contracts. Therefore, the Creditor Class 10 will be repaid as stipulated in the Plan only after the Final Judgement of their debt claims are issued and the third party, such as a governmental agency in England or a person entitled to claim, has demanded the Creditor Class 10 to pay for the damages. After the Creditor in Class 10 has already paid for such damages and submitted trustworthy evidences together with other true concerning documents to prove to the Plan Administrator that it faithfully pays the damages will the Creditor be paid as stipulated in the Plan.

3.10.2 The Outstanding Principal of THB 220,422,883.31 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). The remaining principal of THB 964,602,675.53 will be repaid in the 144<sup>th</sup> month from the new funding and/or refinancing and/or excess cash.

3.10.3 From the date after the Final Judgement of the debt claim is issued and the Creditor Class 10 has already paid for such damages and submitted trustworthy evidences together with other true concerning documents to prove to the Plan Administrator that it faithfully pays the damages until the date the total debt is paid in full, the Creditor Class 10 will be entitled to receive **New Interest** at the rate on the principal as specified in point 3.2.2.

In this regards, the Creditors will receive Actual Interest Payment at the rate of 0.1% per annum. The Deferred New Interest Portion which is the difference between the New Interest and the Actual Interest, will be accrued and paid in the 144<sup>th</sup> month.

3.10.4 The Creditor Class 10 has the right to notify the Company of its intention to receive principal repayment by Company's ordinary shares under the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan. However, if the Company has proceeded the 2<sup>nd</sup> Debt to Equity Conversion to other Creditors before the Creditor Class 10 receives the Final Judgement and pays for any damages in accordance with the Sale and Purchase Agreement and concerning contracts to such third party, the Plan Administrator has the authority to increase the Company's registered ordinary shares in advance to be the reserve shares for the debt to equity conversion of the Creditor Class 10 and will increase the number of issued and paid up shares after the Final Judgement of the debt claim is issued and the Creditor has submitted trustworthy evidences together with other true concerning documents to prove to the Plan Administrator that the creditor had verily paid such damages.

3.10.5 In case the Creditor Class 10 receives the Company's ordinary shares from the 2<sup>nd</sup> Debt to Equity Conversion, if there are remaining Outstanding Principals, the interest computed and actually paid from such date until the date the Creditors' principals are fully paid will be LIBOR+4.5% per annum.

3.10.6 The Creditor Class 10 agrees to waive the entire amount of Outstanding Interest after their principals have been paid in full as stipulated in the Plan which includes the prepayment of debt in full, or have been converted to equity in the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

### **3.11 Creditor Class 11 - Creditors of fines and/or damages incurred in relation to defaults of contract**

3.11.1 The Outstanding Principal of THB 51,968,614.37 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). The remaining principal of THB 227,422,233.63 will be repaid in the 144<sup>th</sup> month from the new funding and/or refinancing and/or excess cash.

3.11.2 From the date after the Final Judgement of the debt claim is issued until the date the total debt is paid in full, the Creditor Class 11 will be entitled to receive **New Interest** at the rate on the principal as specified in clause 3.2.2.

In this regards, the Creditors will receive Actual Interest Payment at the rate of 0.1% per annum. The Deferred New Interest Portion which is the difference between the New Interest and the Actual Interest, will be accrued and paid in the 144<sup>th</sup> month.

3.11.3 The Creditor Class 11 has the right to notify the Company of its intention to receive principal repayment by Company's ordinary shares under the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan. However, if the Company has proceeded the 2<sup>nd</sup> Debt to Equity Conversion to other Creditors before the Creditor Class 10 receives the Final Judgement of its claim, the Plan Administrator has the authority to increase the Company's registered ordinary shares in advance to be the reserve shares for the debt to equity conversion of the Creditor Class 11 and will increase the number of issued and paid up shares after the Final Judgement of the debt claim.

3.11.4 In case the Creditor Class 11 receives the Company's ordinary shares from the 2<sup>nd</sup> Debt to Equity Conversion, if there are remaining Outstanding Principals, the interest computed and actually paid from such date until the date the Creditors' principals are fully paid will be MLR% per annum.

3.11.5 The Creditor Class 11 agrees to waive the entire amount of Outstanding Interest after their principals have been paid in full as stipulated in the Plan which includes the prepayment of debt in full, or have been converted to equity in the 2<sup>nd</sup> Debt to Equity Conversion as per the Criteria and Procedures for the 2<sup>st</sup> Debt to Equity Conversion of the Plan.

### **3.12 Creditor Class 12 - Creditors of professional fees under consultant agreements**

3.12 The Outstanding Principal of THB 187,969,602.37 will be repaid from cash flow for debt repayment and/or excess cash. The Creditors will be paid for 144 monthly instalment payments (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). However, the Company will repay the debt to any Creditor in Class 12 only after the Creditor has already obtained the Final Judgement of its debt claim.

3.12.2 The Outstanding Principal of THB 775,977,076.43 will be repaid by the increase in the Company's ordinary shares with the conversion price at THB 0.05 per share within the last working day of the 84<sup>th</sup> month (the 1<sup>st</sup> month commencing from the month after the month that the Court approves the Plan). If, however, within such period of time, any Creditor in Class 12 has yet received the Final Judgement of its debt claim, the Plan Administrator must increase the Company's registered ordinary shares in advance to be the reserve shares for the debt to equity conversion of the Creditor Class 12 and increase the number of issued and paid up shares after the Final Judgement of the debt claim is issued.

3.12.3 The remaining Outstanding Principal of THB 963,946,678.80 including the Outstanding Interest of THB 21,251,214.14, defaulted interest, fines, penalty, surcharge, statutory costs, expenses and others incurred from contracts and/or law whose repayments have not been stipulated in this Plan will be immediately waived for the entire amount after the completion of the debt repayment to such Creditors under the Plan.

### **3.13 Creditor Class 13 – Issuers of bank guarantees**

3.13.1 The Creditor in this Class is the Creditor who issued letter of guarantees to the Company to guarantee for the Company's debt. This Creditor will not be affected by the debt restructuring under this Plan because the obligation as per the letter of guarantees has yet been due. Nonetheless, the Creditor will receive the payments for fees and other expenses in relation to the original contracts and agreements.

#### **4. The Success of the Plan**

When the events as stipulated in paragraph 4.1 and 4.2 or the events as stipulated in paragraph 4.1 and 4.3 have occurred, and the consent from the Committee of the Creditors has been sought, it is deemed that the business rehabilitation is successful.

- 4.1 The Company has repaid the Outstanding Principal to every Creditor as stipulated in the Plan in the amount not less than 25% of the Outstanding Principal that the Company has to pay under the Plan; and
- 4.2 The Company has secured new funding from an investor(s) to repay debt such that the shareholders' equity of the Company becomes positive; or
- 4.3 Debt to Equity Conversion as stipulated in the Plan has been executed such that the shareholders' equity of the Company becomes positive.