

BP.0161/071

6 March 2018

**-Translation-**

Subject: Notification of the judgment of the Supreme Court and request for removal of “H” sign

To: President of the Stock Exchange of Thailand

Reference: Company’s letter no. Bor.Por. 0161/070 dated 6 March 2018

Reference is made to a summon issued by the Civil Court to Banpu Public Company Limited for attendance scheduled for 6 March 2018 at 9.00 a.m. for reading the judgment of the Supreme Court in the civil case that Mr. Siva Nganthavee and his group companies, as the Plaintiffs, sued the Company, its subsidiaries (i.e. Banpu Power Public Company Limited and Banpu International Limited) and executives as the Defendants, claiming compensation for damages arising out of the wrongful act for the purpose of gaining information of coal mine concession and feasibility study reports of the lignite fired power plant project in Hongsa, Lao PDR (“Hongsa Project”).

Today, the Civil Court read to the parties the judgment of the Supreme Court with the following details:

1. In respect of the claim that the Defendants entered into the Joint Development Agreement to acquire the information without true intention to develop the Hongsa Project, the Court considered that the Defendants acted in good faith in entering into the Agreement with its true intention to develop the Hongsa Project, but not to acquire the information as alleged.
2. In respect of the claim that the Defendants terminated a contract with a contractor to delay the Hongsa Project to result in the Lao Government terminating the concession agreements with the Plaintiffs, the Court considered that the Defendants conducted in good faith for the benefit of the Hongsa Project, and the Lao Government did not adopt the delay from the termination of the contractor as a cause of termination of the concession agreements with the Plaintiffs.
3. In respect of the claim that the Defendants induced the Lao Government to terminate the concession agreements with the Plaintiffs, the Court considered that the Defendants was in good faith and did not do so. The termination of the concession agreements was the pure decision of the Lao Government for the benefit of its people.
4. In respect of the claim that the Defendants used the project information of the Plaintiffs, the Court considered that the Defendants utilized the valuable information of the Plaintiffs and therefore ordered the payment to the Plaintiffs the sum of Baht 1,500 million plus interest at the rate of 7.50% percent per annum calculated from July 2007.

In this connection, the Company, Banpu Power Public Company Limited and Banpu International Limited will jointly and equally take the responsibility for the compensation according to the final judgment.

The Company hereby confirms that it, its subsidiaries and executives have always operated businesses in good faith with full regard for the best interests of the shareholders and the public. With due respect to the Court's judgment, the Company will comply with the judgment by making payment of the judgment award in full within the period stipulated by the Court. The payment would not have any impact on the operation of the Company's business.

Given that the outcome of the aforementioned legal proceedings becomes known, the Company would like to request the Stock Exchange of Thailand to remove the "H" sign and allow the continuation of the normal trading of the Company's shares starting from the afternoon trading session of 6 March 2018 onward.

Your kind consideration of this matter would be highly appreciated

Sincerely yours,

**-signature-**

(Mrs. Somruedee Chaimongkol)

Chief Executive Officer